TERMS OF BUSINESS

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1. OUR CONTRACT

1.1 Extent

These Terms of Business issued by Spectrum Family Law Limited ("the Firm"), as supplemented and/or amended by any relevant Engagement Letter; apply to each Matter we work on for you.

1.2 Variation

No variation of these Terms shall be effective, unless it is in writing and is signed by one of our Directors.

2. DEFINED TERMS

In these Terms of Business:-

"the Firm"	the Firm means Spectrum Family Law Limited and any successor practice and any service company owned or controlled by or on behalf of the Firm or any of the Directors;
"Associated Entities"	means (where you are a body corporate) your shareholders, directors (as individuals not acting together as the Board), officers and employees, subsidiaries, parent companies, and subsidiaries of parent companies, and (where you are a trade association) your individual members;
"Credit Period"	means the period of seven (7) days from the date of our invoice for our fees and/or expenses;
"Documents"	means Documents Held For You, Our Documents and Your Documents;
"Documents Held For You"	means documents we create or receive on your behalf (including communications from or with third parties, notes of conversations and meetings, draft and final documents, and instructions to and opinions of barristers);
"Our Documents"	means documents (other than Documents Held for You) which we create or receive for our benefit (including copies of our letters to you, your letters to us, notes of telephone conversations and meetings with you for which we have not charged you, and our preliminary drafts, research materials and internal notes);
"Your Documents"	means documents which you give or lend to us to enable us to provide Services.
"Engagement Letter"	means, in relation to any Matter, the letter (or other agreement) recording the basis of our engagement;
"Force Majeure"	means any circumstance beyond the reasonable control of the party affected by it and includes telecommunications failure, power supply failure, terrorism, fuel strikes, severe weather, computer breakdown, failure of suppliers to meet delivery requirements, industrial disputes and absence of personnel due to illness or injury;
"Matter"	means any specific transaction, dispute or issue in relation to which you ask us to provide Services whether or not it has been defined in an Engagement Letter or other agreement;
"Director"	means a director of the Firm;
"Services"	means all services we provide to you in relation to the relevant Matter;
"We", "us", and **"our"**	means or refers to the Firm;
"You"	includes the addressee of the relevant Engagement Letter and any other person identified in the Engagement Letter as our client and "your" shall have a cognate meaning; and

3. OUR AUTHORITY AND SERVICES

3.1 Our Authority

3.1.1 You give us full authority to act for you to the fullest extent necessary or desirable to

provide the Services. In particular, we may engage barristers and other third parties and otherwise incur on your behalf reasonable expenses of a type which it is necessary or desirable to incur in relation to the Services in question.

3.1.2 If we so require, you will contract directly with any third party so engaged by us and assume direct responsibility to them for the payment of their fees and expenses.

3.1.3 If we act for you on a DIY basis this is called a limited retainer; the features of this service are set out in our DIY Letter of Engagement

3.1.4 If we are retained on a DIY basis you are primarily responsible for your own litigation.

3.2 **Our Services**

3.2.1 The Director at the Firm named in any Engagement Letter as the "Supervising Director" will be the Director primarily responsible for the provision of our Services. That Director has complete discretion to deploy such of our lawyers, trainee lawyers, paralegals or other staff as she/he deems necessary or desirable to ensure appropriate delivery of the Services.

3.2.2 We only advise on the Laws of England and Wales. If you require advice on the laws of other jurisdictions, we will, with your agreement, instruct lawyers practising those laws to give such advice, on the same basis as we engage other third parties on your behalf.

4. YOUR RESPONSIBILITIES

You will (so far as you are practicably able to do so):-

4.1 provide us with timely instructions, information and materials necessary or desirable for us to perform the Services for you;

4.2 notify us promptly of any changes or additions to instructions, information and materials previously provided by you or on your behalf; and

ensure that all information provided to us is complete in all material respects and not misleading.

4.3 DIY RETAINERS

If you retain our services on a DIY basis you are responsible for:

4.3.1 All communication with third parties.
4.3.2. Preparing and filing documents and/or conducting your litigation.
4.3.3 Attending court hearings.

4.4 Keeping your own papers and documents.

5. CLIENT CARE CODE

We set out below our complaints handling procedure at paragraph 23. Thankfully, this has rarely been of interest to our clients, but we take this opportunity to ensure that you are fully acquainted with it.

5.1 **Code**

We want you to be happy with every aspect of our Service. We therefore operate a Client Care Code, the principles of which are as set out below:-

5.1.1 We are committed wholeheartedly to the professional standards laid down by the Solicitors Regulation Authority.

5.1.2 You will be told clearly at the outset the issues and how we advise they be dealt with, and the immediate steps we will take on your behalf.

5.1.3 The Client Care letter / Engagement letter (attached to this Terms of Business) notifies you of the following details:-

the name of the person or persons who is/are dealing on a day to day basis with your matter; and

the name of the Supervising Director;

5.1.4 You will be told the name of the new fee earner if the matter is transferred from one fee earner to another.

5.1.5 We cannot guarantee that the fee earner or Supervising Director will be available on demand, but we will do our best to get back to you promptly and efficiently.

5.1.6 You will be informed of the progress of your matter and the reason for any serious delay.

5.1.7 If you do not understand anything, please always ask. We will explain any important document; if you still are unclear as to the position, please say so. We want you to be fully informed and happy; you pay to leave the problem with us to solve.

5.1.8 Never be afraid to ask for an appointment to discuss your case. Since time is money, do not be afraid to bring a written list of questions and note the answers. This can also be helpful when telephoning so you do not forget any point.

5.1.9 There may be certain preparatory tasks that you ought to consider carrying out yourself to save costs. An example is putting the papers in order and flagging material items. This is helpful to us, and lowers your bill by saving the time we would otherwise spend.

5.1.10 At the end you will be sent a bill and a letter confirming the matter has been completed

and, where necessary, summarising any continuing consequences.

5.1.11 If in doubt, ask. If you are still unclear or disagree, you can ask for us to confirm it by letter and you can then write with your comments.

5.1.12 The Firm's policy is not to accept cash payments from clients. Please discuss directly with Dee Finnegan (Director) if you are not able to pay fees / disbursements via your bank account. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds. Where we have to pay money to you, it will be paid via bank transfer. It will not be paid in cash or to a third party.

6. COMPLAINTS PROCEDURE

We hope that you will not have any reason to make a complaint about our Services. To underline how seriously we take complaints, we have a set Complaints Procedure. Please refer to Paragraph 23 entitled "Dispute Resolution".

7. HOURS OF BUSINESS

The normal hours of opening at our offices are between 9.00 a.m. and 5:30 p.m. on weekdays. Messages can be left on the answerphone outside those hours and appointments can be arranged at other times when this is essential.

8. FEES AND EXPENSES

8.1 General

8.1.1 Unless otherwise agreed in the Engagement Letter, our fees will be calculated principally by reference to the time spent by us in providing the Services at the fixed hourly rates applicable to the relevant staff.

8.1.2 Unless otherwise agreed in the Engagement Letter; letters, emails and telephone calls are charged at an hourly rate on a time spent basis. This is subject to a minimum charge of 1/10th hour per item for all telephone calls, letters sent and emails sent and received.

8.1.3 We may, in accordance with professional guidelines, also charge a premium (where reasonable to do so) to take account of the nature, responsibility, complexity, value and urgency of the Services and other criteria specified in those guidelines.

8.1.4 The fixed hourly rates of each of our Directors, Solicitors, Trainee Solicitors, Case Handlers, paralegals and other staff are reviewed from time to time and we will inform you of any variation in these rates and the date upon which they take effect. As at 01 January 2025 the hourly rate for Directors is £250 and for paralegals £150.

8.1.5 You will be responsible for paying the expenses we incur in the course of providing the Services (including but not limited to travel and subsistence expenses, storage fees, Electronic ID Verification fees, search and filing fees, court fees and barristers', foreign lawyers' and other third parties' fees and expenses). There may also be additional photocopying costs, currently charged at 20p per page. We have no obligation to pay for such expenses unless you have provided us with the funds for that purpose.

8.1.6 VAT will be charged at the appropriate rate on all fees and expenses. Our VAT number is 138 3902 07.

8.2 Limited Companies

When accepting to act on behalf of a limited company, we may require a Director and/or Controlling Shareholder to sign a form of personal guarantee in respect of our fees and expenses. If such request is refused, we will be entitled to stop acting and require immediate payment of our fees on a time spent basis and expenses as set out above.

8.3 Payments on Account

8.3.1 We will require you to make a minimum payment of £1000 to us on account of our fees and expenses at commencement of the matter and at any time and on more than one occasion throughout the duration of the matter. Money paid on account which is not subsequently required for fees and expenses will be returned promptly. No work will be carried out unless there are funds on account.

8.3.2 If the matter proceeds to a hearing we will require a minimum of £5000 on account prior to the hearing. This amount may vary depending on trial and barrister fees.

8.3.3 We are not obliged to credit payments on account against interim invoices but may do so if you fail to make prompt payment.

8.4 Quotations and Estimates

8.4.1 The provision of figures (orally or in writing) from time to time for the likely cost of a piece of work is an estimate only and does not constitute a contract to carry out the work at that cost.

8.4.2 The provision of a written quotation for work constitutes an offer to carry out the work at that cost and does not become a contract until

you accept the quotation or a defined part of it.

8.4.3 Unless stated in writing to the contrary, any quotation or estimate does not include any expenses or VAT.

8.4.4 Where we carry out work which falls outside the scope of an accepted quotation (or of an estimate which is subsequently incorporated into a contract between us) we may charge fees at our fixed hourly rates, in addition to the quoted or estimated fee. We may also charge additional fees on the same basis for work within the scope of such a quotation or estimate which is made more time consuming, onerous or urgent as a result of:-

8.4.4.1 circumstances or information which we did not know or could not reasonably have anticipated at the time of the quotation or estimate (whether or not you were aware of them/it); or

8.4.4.2 your, or your agents', act or omission.

8.5 **Commissions**

If we receive a commission from a third party arising from work we are doing for you, we will credit you with the commission unless you have agreed otherwise or the amount is less than twenty pounds (£20) (excluding VAT).

9. OUR INVOICES

9.1 **Frequency of Invoices**

9.1.1 Unless otherwise agreed in the Engagement Letter, we will be entitled to invoice you in respect of our fees and expenses monthly and on completion of each Matter. At the end of our financial year we shall be entitled to bring up to date our invoicing in respect of all your then unbilled work.

9.1.2 Unless otherwise stated, monthly or other interim invoices are a final account of our fees for all work done during the period to which they relate. You agree that we may bring proceedings on interim invoices which are not final bills where we have provided Services and the amount of the invoice does not exceed the cost of the Services provided at the applicable fixed hourly rates.

9.1.3 There may be a delay in invoicing expenses incurred on your behalf pending our receipt of the relevant invoices from suppliers. Unless otherwise stated, such invoices are not a final invoice in relation to such expenses.

9.1.4 Clients retaining our services on a DIY retainer will need to pay for advice prior to or at each session as set out in our Engagement Letter. A receipted invoice will then be sent to you for your records. We have card payment facilities for your convenience.

9.1.5 You may pay directly into our client account by bank transfer, by card payment over the telephone or via or website. Our client account bank details will be provided when required.

9.2 **Payment Terms**

Interest will accrue on all debts over 7 days until the time they are paid at the rate of 8% above the Bank of England's Base Rate. Any debts that have to be chased will incur a handling charge of £50 plus VAT.

If you do not pay any invoice by the end of the Credit Period, or the sum we have requested on account within seven (7) days (or such longer period as we may specify) of our demand, we will suspend or terminate the provision of all or any Services (and instruct any third parties engaged by us to suspend the provision of their services) and may invoice you for all accrued fees and expenses.

9.3 **Third Party Payments**

In some circumstances, you may have a right of recovery or indemnity against a third party in respect of all or part of our invoices, but we are not permitted to issue a VAT invoice to any person other than you in any circumstances, and you remain liable to us to pay our invoices notwithstanding such a right.

9.4 **Right to Retain Money, Documents and Property**

As a contractual right, in addition to any right to retain money, Documents and property available to us under the general law (lien), we have the right to retain your money, Documents and property (whether held in relation to the Services for which payment has not been made or any other Services) until you have paid us in full.

10. INTEREST POLICY

Available on request from our registered office

11. CONFLICT OF INTEREST

11.1 **Definition**

"Conflict of Interest" means any situation where:-

11.1.1 we owe (or, if we accepted your instructions, would owe) separate duties to act in the best interests of two or more clients in relation to the same or a related matter and those duties

conflict, or there is a significant risk that those duties may conflict; or

11.1.2 our duty to act in your best interests in relation to a matter conflicts, or there is a significant risk that it may conflict, with our own interests in relation to that or a related matter; or

11.1.3 we have confidential information in relation to a client or former client, and you wish to instruct us on a matter where:-

that information might reasonably be expected to be material; and

you have an interest adverse to our other client or former client, and for the purposes of this paragraph "you" does not include Associated Entities.

11.2 **Similar Activities**

We may act for parties engaged in activities similar to or competitive with yours.

11.3 **Third Parties**

Once we have agreed to act for you in relation to a Matter, we will not act for a third party in relation to the same Matter if there is a Conflict of Interest between that third party's interests and your interests.

11.4 **Instructions Creating a Conflict of Interest**

We may decline to act for you where accepting your instructions would create a Conflict of Interest or cause us to break an existing agreement with a third party.

11.5 **Consent**

Where our professional rules allow, and subject to satisfying the requirements of those rules (for example by implementing an information barrier), we may act for you and another client where a Conflict of Interest would otherwise exist, provided that we have the consent of both parties. We do not require your consent to act against an Associated Entity.

11.6 **Cessation of Services**

If, whether through a change in circumstances or otherwise, we find that we have agreed to provide Services to you in circumstances which give, or could give, rise to a conflict of interest we will discuss with you how to deal with the conflict and may, be obliged to stop providing Services to you and/or to all other clients affected by the Conflict of Interest.

12. INFORMATION AND CONFIDENTIALITY

12.1 **Information About You**

12.1.1 We may use the information which you provide, or which we obtain through our dealings with you, for the provision of Services and may give it on a confidential basis to our Directors, employees and agents. We may use it to administer your account with us, including tracing and collecting any debts.

12.1.2 We may also use it to ensure the safety and security of our premises (where we may also use CCTV); for fraud prevention purposes (including verification checks for our money laundering obligations); to assess client satisfaction (such as by asking you to participate in surveys); and to help improve our services generally.

12.1.3 We may also use it to contact you by letter, telephone, e-mail or otherwise about our services and about events such as seminars and conferences and to send you briefings and similar material. By signing and returning a copy of any Engagement Letter you are agreeing that we may use your contact details and information in this way. If you do not wish to be contacted, please tick the box provided before returning the copy of the Engagement Letter.

12.1.4 Sometimes we ask other companies or people to do:

typing/photocopying
legal cashiering
other administration duties on our files and systems

to allow us to provide our services as efficiently and promptly as possible.

We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible.

12.2 **Our Duty of Confidentiality**

12.2.1 We will treat any information which is confidential to you and which we obtain as a result of acting for you as strictly confidential, save:-

for the purpose of acting for you; or

for disclosures to our auditors or other advisers or for the purposes of our professional indemnity insurance; or

as otherwise required by law or other regulatory authority to which we are subject.

12.2.2 We may refer publicly to your name as a client of ours, provided we do not disclose any information which is confidential to you.

12.2.3 We shall be under no duty to disclose to you (or take into account in the course of

providing the Services) any information acquired by us in acting for any other client or any information in respect of which we owe a duty of confidentiality to a third party.

12.3 **Your Duty of Confidentiality**

12.3.1 Our advice and other communications with you are confidential and may not, without our consent, be disclosed by you to any third party (other than to your employees and agents who require access and who do not disclose it further) or otherwise made public except as required by law or other regulatory authority to which you are subject.

12.3.2 If, as a result of our acting for you, you acquire any information in respect of which we notify you that we owe a duty of confidentiality to a third party you will keep it confidential and not use it without our consent.

13. CUSTODY, RETENTION AND TRANSFER OF DOCUMENTS

13.1 We will, at your request, either during the provision or after completion of any Services, release to you or to your order Your Documents and Documents Held For You, provided that we are not at the time exercising our right to retain documents pending payment of outstanding fees and expenses or are prevented by any court order, undertaking or other legal constraint from doing so. We may copy all of your documents and documents held for you before releasing them.

13.2 We may at any time scan, microfilm, or otherwise make electronic copies or images of any Documents (other than Documents held in safe custody), destroy the originals and thereafter hold the Documents only in such copy or image form. Unless expressly agreed otherwise in writing we will keep all Documents whether in original, copy or imaged Form for a minimum of six (6) years, after which we may destroy them and any copies or images of them. We will charge a fee for the archiving and storage of your file. This fee will be included on your invoice during the course of the matter.

13.3 We do not accept responsibility for the loss or damage of any item which we hold on your behalf unless we expressly agree in writing to the contrary.

13.4 After completing the work, we will be entitled to keep all your papers and document whilst there is still money owed to us for fees and expenses. We will keep our file of your papers for up to six (6) years, except those that you ask to be returned to you. We keep files on the understanding that we can destroy them six (6) years after the date of the final bill. We will not destroy documents you ask us to deposit in safe custody. If we take papers or documents out of storage in relation to continuing or new instructions, we will charge a fee for such retrieval. We may charge you both for time spent producing stored papers that are requested as well as reading correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

14. INTELLECTUAL PROPERTY RIGHTS

14.1 **Copyright**

We retain copyright and all other intellectual property rights in all documents and other works we develop or generate for you in providing the Services (including know-how and working materials as well as final documents). We now grant you a non-exclusive, non-transferable, non-sublicensable licence to use such documents or other works solely for the Matter to which the Services of developing or generating them relate and not otherwise. If you do not pay us in full for our Services in relation to that Matter we may, on giving you notice, revoke that licence and only re-grant it to you once full payment has been made.

14.2 **Opinions from Barristers and other Third Parties**

14.2.1 We may retain, for our subsequent use, a copy of the advice or opinion of any barrister or other third party given in written form (or any note of any advice or opinion) obtained in the course of providing the Services. Any barrister or other third party will be instructed on the basis that any such advice or opinion will be so retained.

14.2.2 If we retain a copy of any advice or opinion in this manner we will take all reasonable steps to conceal information (such as names, addresses or descriptions) which might reasonably enable you to be identified.

15. JOINT INSTRUCTIONS

15.1.1 Where we agree to work on a Matter for more than one client jointly, the rights and obligations of the joint clients to us in relation to the Services will be several (save for obligations to pay money to us, which will be joint and several).

15.1.2 Each joint client irrevocably permits us to disclose to any other of the joint clients at any time any information which we would otherwise be prohibited from so disclosing by virtue of our duty of confidentiality. If any joint client ends this permission during the provision of the relevant Services, or if a conflict of interest otherwise arises between joint clients, we may suspend or terminate the provision of Services related to that Matter to one or more of the joint clients.

15.1.3 If any joint client asks us to transfer documents we will deliver your documents

to, or to the order of, the joint client who delivered them to us. We will retain any documents held for you and will supply copies to each joint client, making the originals available at one of our offices for inspection by any joint client on reasonable prior written notice.

16. LIABILITY

16.1 Duty of Care

16.1.1 We will use reasonable skill and care in the provision of the Services. Where we make an assessment for you, either expressly or by implication, of the likely level of risk associated with different potential courses of action, you accept that such assessment is made relying only upon the information and documents then available to us and cannot, therefore, be definitive.

16.1.2 Accordingly, such an assessment should only be used as one element in the making of any practical or commercial decision. You accept that the magnitude or acceptability of a risk is a matter for you.

16.1.3 The aggregate liability of the Firm (or of any service company owned or controlled by or on behalf of any of the Directors) and of all Directors, consultants to and employees and agents of the Firm and any service company owned or controlled by or on behalf of any of the Firm or the Directors in any circumstances whatsoever, whether in contract, tort, under statute or otherwise, and howsoever caused (including but not limited to our negligence or non-performance), for loss or damage arising from or in connection with the Services provided shall, in relation to each Matter, be limited to the sum, unless otherwise agreed, of three million pounds (£3 000 000.00)

16.2 Third Parties

16.2.1 The Services are provided to and for the benefit of you as our client and you alone. No other person may use or rely upon the Services nor derive any rights or benefits from them. The provisions of the Contracts (Rights of Third Parties) Act 1999 are to that extent excluded.

16.2.2 The Firm alone will provide the Services and you agree that you will not bring any claim whether in contract, tort, under statute or otherwise against any Director, or any consultant to, or employee or agent of the Firm or any service company owned or controlled by or on behalf of any of the Directors and those Directors, consultants, employees and agents shall be entitled to rely on the terms of this agreement insofar as they limit their liability.

16.3 Drafts

Where we provide draft or provisional advice or other materials, that advice or those materials are not to be relied upon as constituting our final view.

16.4 Current Law

The Services are provided in accordance with professional practice requirements and the proper interpretation of the law, as each exists on the date on which the relevant Service is provided. If there is any change in such requirements or the law, or their interpretation, after the relevant matter has been concluded (or before that time but which could not reasonably be known by us at that time), we have no responsibility to notify you of, or of the consequences of, the change.

16.5 Communication

16.5.1 We shall communicate with you at the postal and email addresses and the telephone and fax numbers which you publish unless you ask us to use other addresses and numbers. You will notify us if you regard any communications from us as particularly confidential and the means by which you require us to make such communications and we shall have no liability to you arising out of your failure so to notify us.

16.5.2 Subject to any notification you may make to us under the previous paragraph, we shall not be required to encrypt, password-protect or digitally sign any email, or attachment, sent by us. We shall not be responsible for any loss or damage arising from the unauthorised interception, re-direction, copying or reading of e-mails, including any attachments. We shall not be responsible for the effect on any hardware or software (or any loss or damage arising from any such effect) of any e-mails or attachment which may be transmitted by us (save to the extent caused by our negligence or wilful default).

16.6 Deadlines

We will try to meet any deadline we agree with you for the performance of any Services but, unless we agree otherwise in writing in relation to any time, date or period for delivery or performance by us, time shall not be of the essence

17. PROPORTIONATE LIABILITY

If you accept or have accepted any express exclusion and/or limitation of liability from any of your other professional advisers, our total liability to you arising out of the Services will not exceed the net aggregate of the amount for which we would otherwise have been liable after deducting any amount which we would have been entitled to

recover from such adviser as a matter of law whether pursuant to statute or otherwise, but are prevented from doing so as a result of any such exclusion and/or limitation of liability.

18. **EXCLUSION**

We shall not be liable for:-

18.1 any loss, damage, cost or expense arising from any breach by you of your agreement with us or any act or omission of any other person; or

18.2 any advice or document subject to the laws of a jurisdiction outside England and Wales; or

18.3 any advice or opinion given to you by any third party (whether or not nominated or recommended by us).

19. **LOSS OF PROFIT**

We shall not be liable for any indirect loss or damage or any loss of profit, income, production or accruals arising in any circumstances whatsoever, whether in contract, tort, under statute or otherwise, and howsoever caused (including but not limited to our negligence or non-performance).

20. **EXCEPTIONS**

Nothing in this agreement exempts us from liability arising from our fraud or reckless disregard of our professional obligations; or from our negligence resulting in death or personal injury; or where, in the case of a contentious business agreement, law or regulation prohibits the exclusion of such liability.

21. **TERMINATION**

21.1 **Completion of Services**

An agreement between you and us for the provision of defined Services ends on the completion of the provision of those Services. An open-ended agreement for the provision of Services ends three (3) months after the last date on which we provided Services to you. Unless new or different terms are agreed, our acceptance of instructions to perform Services for you subsequent to the ending of any agreement gives rise, from the time of acceptance of the instructions, to a new agreement on these terms. If we provide you free of charge with any seminar, information, or other document after the ending of an agreement, such provision does not give rise to a new agreement.

21.2 **Early Termination**

Either you or we may terminate the provision of all or any of the relevant Services at any time by giving written notice to the other. We will not do this without good and substantial reason, such as:-

21.2.1 the threat or risk of violence, injury or other danger to the physical, psychological or moral well-being of any of our personnel; or

21.2.2 the discovery or creation of a Conflict of Interest; or

21.2.3 your requesting us to break the law or any professional requirement; or

21.2.4 the relationship of trust and confidence necessary between solicitor and client ceasing to exist between us; or

21.2.5 your failure to pay to us any amount due, or money on account requested; or

21.2.6 your insolvency; or

21.2.7 your failure to give us adequate instructions; or

21.2.8 our being forbidden to act by the National Crime Agency; or

21.2.9 our reasonable belief that our continuing to represent you may cause damage to the professional or personal reputation of our firm or any of its personnel; or

21.2.10 any other breach by you of these terms.

21.3 **Rights on Early Termination**

On early termination, by either you or us, you will remain liable to pay all fees and expenses incurred before termination and due under our contract or due on the basis of the time spent at our usual hourly rates, whichever is the less, together with any further fees and expenses for work necessary to transfer our files to another adviser of your choice. All our rights set out in these terms shall continue to apply even if we terminate the agreement.

22. **GENERAL**

22.1 **The Money Laundering Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and Proceeds of Crime Act 2002**

We are required to comply with the Money Laundering regulations and in particular to verify the identity and permanent address of all new Clients. This is to ensure that the policy adopted worldwide by Financial and Government Authorities to prevent the use of laundering systems to disguise the proceeds of crime is achieved.

22.1.1 If you are a new client or an existing client who has not previously supplied information, you are requested to supply both of the following; one item from List A and one item from List B (please note we require certified copies if you are sending these by post or if you are bringing in the original documents to our offices – we will make certified copies here).

We will undertake an electronic verification search for the purposes of verifying your identity. To do so the search provider will

access Credit Reference Agency databases to check the details you supply against any particulars on any database (public or otherwise) to which they have access. They may also use my details in the future to assist other companies for verification purposes.

22.1.2 Similarly if a third party will be making payments on your behalf in respect of our fees we will also require their ID.

LIST A – Proof of Identity

1. Current fully signed Passport
2. Current full UK Driving Licence (paper) or UK or EU Photocard Driving Licence.
3. EU member state ID card
4. Residence permit issued by the Home Office
5. Armed Forces ID Card

LIST B – Address Verification

1. A bill for the supply of electricity, gas, water or telephone services (provided it is fewer than three (3) months old). Mobile phone bills are not acceptable.
2. Television Licence renewal notice.
3. Council Tax bill (provided it is fewer than three (3) months old).
4. Recent Tax Coding Notice.
5. Recent Mortgage Statement.
6. Credit Card/Bank Statement (provided it is fewer than three (3) months old) showing current address.

22.1.3 Under the provisions of the Proceeds of Crime Act 2002 ("POCA"), we may be required to make a report to the relevant authorities if at any time we become aware of or suspect (whether from you or any other person) the existence of the proceeds of crime in relation to any Services on which we are engaged. Our obligation to make such a report will, in certain circumstances, override our duty of solicitor/client confidentiality and we may not be permitted to inform you whether or not we have made, or might intend to make, such a report.

We may terminate the provision of any Services to you, or be instructed to do so by the relevant authorities, if you fail to comply with your obligation to provide evidence of identity or we suspect that you or any other party connected with you or with the Matter is involved in activities proscribed by POCA.

22.2 **Severability**

Each of these terms shall be severable and distinct from the others and if any term is held to be illegal, invalid or unenforceable, in whole or in part, the remaining terms shall not be affected.

22.3 **Equal Treatment / Equality and Diversity**

Consistent with our internal policies and procedures, we will not discriminate in the way we provide our Services on the grounds of age, disability, gender re-assignment, marriage and civil partnerships, pregnancy and maternity, race (including colour, nationality (including citizenship) ethnic or national origins), religion or belief, sex, sexual orientation.

22.4 **Financial Services**

If during the course of the matter upon which we are advising you, you need advice on investments, we may have to refer you to someone who is authorized by the Financial Conduct Authority, as we are not. However, as we are regulated by the Solicitors Regulation Authority, we may be able to provide certain limited investment services where these are closely linked to the legal work we are doing for you.

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Ombudsman is the independent complaints handling body of the Law Society.

22.5 **Insurance Mediation**

As we have said, we are not authorized by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Ombudsman is the independent complaints handling body of the Law Society.

23. **DISPUTE RESOLUTION**

23.1 **Scope**

All claims, complaints and disputes arising out of or in connection with the Services ("Disputes") will be resolved pursuant to this paragraph.

23.2 **Complaints Procedure**

23.2.1 If you have any problem with the services we have provided for you, then please let us know. We will try to resolve any problem between ourselves. If for any reason we are unable to resolve the problem between us, then we are regulated by the Solicitors Regulation Authority and complaints and redress mechanisms are provided through the Solicitors Regulation Authority and the Legal Ombudsman.

23.2.2 We hope you will have no complaint. To underline how seriously we take complaints, we have a set Complaints Procedure which can be summarised as follows: (a copy of our full complaints procedure is available on request or by download from our website)-

If you have any complaint or observation (good or bad) about our service, please say so.

Raise any complaint first with the Fee Earner assigned to your matter, including any complaint about your bill.

If this does not resolve it satisfactorily, tell the Supervising Director responsible for your case.

If this does not resolve it satisfactorily, contact Hilary Lettin the Director nominated by the practice to ensure prompt and thorough investigation of any complaint.

If still unresolved at this stage, you may take your complaint to the Legal Ombudsman. From the 1 April 2023 the Legal Ombudsman expects complaints to be made to them within a year of the date of the act or omission about which you are concerned or within a year of you realising there was a concern. The requirement to refer your concerns to the Legal Ombudsman within six months of our final response to you remains the same.

Contact details: The address of the Legal Ombudsman is: PO Box 6167 Slough SL1 0EH telephone 0300 555 0333; or view their website at www.legalombudsman.org.uk, email enquiries to: enquiries@legalombudsman.org.uk

23.2.3 'Alternative dispute resolution' (ADR) bodies exist which are competent to deal with complaints about legal services should both you and our firm wish to use such a scheme.

Our preferred ADR provider is
Name: ProMediate
Website:
https://www.promediate.co.uk/contact-us/

23.2.4 Kindly note that you have the right to object to your bill by making a complaint to the appropriate body referred to above and/or by applying to the Court for an assessment of the bill under Part III of the Solicitors' Act 1974 Time limits apply and further information can be found at https://www.gov.uk/challenge-solicitors-bill. In the first instance you should raise any concerns over your bill upon receipt with the fee earner concerned. If this does not resolve the issue a complaint should be raised in accordance with our complaints policy.

If all or part of our bill remains unpaid, we may be entitled to charge interest.

23.2.5 The Solicitors Regulation Authority can help if you are concerned about our behaviour. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic.

23.2.6 Visit their website to see how you can raise your concerns with the Solicitors Regulation Authority.
https://www.sra.org.uk/consumers

23.2.7 The ICO (Information Commissioner's Office) can help if you are concerned about how we hold or handle your data.

www.ico.org.uk

23.3 **Exclusions**

We shall not be obliged to comply with paragraph 23 above in relation to any Dispute in which we seek:-

23.3.1 an order or award (whether interim or final) restraining you from doing any act or compelling you to do any act; or

23.3.2 a judgment or award for a liquidated sum to which there is no arguable defence (provided that the exception shall cease to apply and the Dispute may be referred to arbitration on the application of either party if the court decides that you should have permission to defend the claim); or

23.3.3 the enforcement of any agreement reached or any binding order, award, determination or decision made pursuant to paragraph 23 above,

nor shall anything in this paragraph inhibit us at any time from serving any form of demand or notice or from commencing or continuing with any bankruptcy, winding up or other insolvency proceedings.

23.4 **Regulator**

Nothing in this Terms of Business shall prevent you at any time from referring any Matter to the body or bodies for the time being charged with the regulation of solicitors, currently The Solicitors Regulation Authority: www.sra.org.uk/solicitors

24. LAW AND JURISDICTION

The terms on which we provide Services to you are governed by, and shall be construed in accordance with, English law. You and we each agree to submit to the exclusive jurisdiction of the English courts, provided that we may in our sole and unfettered discretion commence proceedings against you in any other Court.

25. QUALITY STANDARDS

Due to our own internal quality standards, we are subject to periodic checks by outside assessors. This could mean that your file may be selected for checking, in which case we would need your consent for inspection to occur. All inspections are, of course, conducted in confidence. If you prefer to withhold consent, work on your file will not be affected in any way. Since very few of our clients do object to this we propose to assume that we do have your consent unless you notify us to the contrary. We will also assume, unless you indicate otherwise, that consent on this occasion will extend to all future matters which we conduct on your behalf. Please contact us if we can explain this further or to advise us if you do not want your file to be reviewed.

26. DISCLAIMERS

26.1 Tax

We are not qualified to advise you on the tax implications of transactions you instruct us to carry out, or the likelihood of them arising.

27. DATA PROTECTION

27.1 We use the information you provide primarily for the provision of legal services to you and for related purposes including: updating and enhancing client records, analysis to help us manage our practice, statutory returns, legal and regulatory compliance. Our use of that information is subject to your instructions, the Data Protection Act 1998 and the General Data Protection Regulations 2018 and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers. Under the GDPR you have the following rights:

- The right to be informed about our processing of your personal data;
- The right to have your personal data corrected if it is inaccurate and to have incomplete personal data corrected;
- The right to object to processing of your personal data;
- The right to restrict processing of your personal data;
- The right to object to processing of your personal data;
- The right to have your personal data erased (the "the right to be forgotten");
- The right to request access to your personal data and information about how we process it;
- The right to move, copy or transfer your personal data ("data portability")

If you wish to receive information which we think might be of interest to you please notify our office in writing

27.2 Retention of Data

We will retain your data in accordance with legal and regulatory requirements. At the present time this is six years. Please see paragraph 13 above for further information on retention of your documents and data.

28. PROVISIONS RELATING TO LITIGATION AND OTHER WORK IN RELATION TO DISPUTES

This paragraph contains further contractual provisions and important information which we are professionally obliged to give you where the Matter relates to litigation or the resolution of disputes by other means (including a non-contentious Matter which becomes contentious, or gives rise to further instructions on a contentious Matter).

28.1 Costs Risk

28.1.1 In litigation matters, the Court may decide to order one party to pay the costs of the other. The Court usually orders the unsuccessful party to pay all or a part of the successful party's costs, although there is no certainty about this. The successful party usually recovers a proportion of its costs from the unsuccessful party, although there is no certainty about this. You should be aware that:-

If you make an interim application to Court which does not succeed, you may have to pay the other side's costs**,** usually within two (2) weeks.

If you lose the case, you may have to pay the other side's costs and it is not usually possible for you to withdraw from the case without dealing with the issue of those costs.

Costs awarded have to be proportionate to the value of the dispute and, in the ordinary course, recovered costs from the other side rarely exceeds sixty to seventy per cent (60-70%) of actual expenditure.

You will still be liable to pay our costs in full, even if the other party fails to pay the costs awarded to you by the Court.

Issues which the Court may take into account in assessing the costs payable or recoverable include:

efforts made before and during the proceedings to try to resolve the dispute, including the appropriate use of mediation and other alternative dispute resolution procedures;

the effects of payments into court and offers of settlement;

the complexity and size of the Matter and the difficulty or novelty of the questions raised;

the skill, effort, specialised knowledge and responsibility involved;

he time spent;

the place and Circumstances in which the work was done.

28.1.2 if the other side is or becomes legally aided, it is highly unlikely that you will recover your costs, even if you are successful.

28.1.3 If you are unsuccessful, or the Court so orders for some other reason, you may be ordered to pay the other side's costs. We will discuss with you whether the likely outcome will justify the expense/risk.

28.2 **Funding**

28.2.1 Legal expenses insurance may be included in your contracts of insurance and you should check your policies to see if you are covered. Your policy may cover your costs and/or your liability to pay the other side's costs. If you believe you are covered, please discuss this with us so that we can assist you in notifying your insurer. If you do not have legal expenses insurance, you may be able to purchase insurance to cover you in the event that you have to pay the other side's costs.

28.2.2 A conditional fee agreement is an agreement whereby we would be entitled to charge you an increased fee if you were successful, and would charge you no fee or a reduced fee if you were not successful. You might be able to take out an insurance policy to cover you in the event that you were ordered to pay the other side's costs. You would usually be able to recover this insurance premium and any sums you paid to us from the other side if you were successful. Not all Matters are suitable for this type of conditional fee arrangement but we are happy to discuss this further with you at your request.

28.3 **Statements of Truth**

Under the Civil Procedure Rules, all statements of case (the term for pleadings which includes documents such as claim forms, defences and witness statements) and certain other documents, must be verified by a statement of truth, to the effect that the party putting forward the document believes the facts stated in it are true. Making a false statement of truth is potentially a contempt of Court.

Whilst a statement of truth can be signed by you or your legal representative, it is our policy that you should sign your own Statement of Truth.

28.4 **Attendance at Hearings**

Please be aware that, under the Civil Procedures Rules, the Court can Order you to attend hearings. We will discuss this with you further as your case progresses.

28.5 **Alternative Dispute Resolution**

As part of the active management of a case under the Civil Procedure Rules, both the Courts and the parties in a dispute are required to consider the use of alternative dispute resolution ("ADR") if it is considered appropriate to help to resolve the dispute. ADR includes methods of dispute resolution such as mediation, adjudication and expert determination.

There have been occasions when the Courts have imposed costs penalties on parties who unreasonably refuse to consider ADR. I will discuss both the methods of ADR and any possible costs implication further with you if and when it becomes appropriate.

29. REGULATIONS AFFECTING YOUR CANCELLATION RIGHTS

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013:

If we have not met you either in person (because, for example, instructions and signing of the contract documentation is taking place by telephone/mail, e mail or on-line – i.e.: by way of a "distance" contract) or we have taken instructions and a contract has been concluded away from our business premises (because, for example, we have met with you at home - i.e.: by way of an "off-premises" contract or by a video conference call) and the contract was entered into on or after 14 June 2014, you have the right to cancel this contract within 14 calendar days of entering into the contract without giving any reason.

The cancellation period will expire after 14 calendar days from the day of the conclusion of the contract.

To exercise your right to cancel, you must inform us **Spectrum Family Law, Equity House, 4-6 Market Street, Old Harlow, Essex CM17 0AH Tel. 01279 799598**

Email **contact@spectrumfamilylaw.com** of your decision to cancel this contract by a clear statement (e.g.: a letter sent by post or e mail). To meet the cancellation deadline, you must send your communication concerning your exercise of the right to cancel before the cancellation period has expired. Should you require the work to be commenced within the 14 calendar day cancellation period, you must provide your agreement to that in writing by signing and returning the Authority Form contained within our client care letter or sent to you via email, to enable us to do so. By signing and returning the Client Care Letter, you are providing your agreement in writing to enable us to commence work within the 14 calendar day cancellation period. Where you have provided your consent for work to commence within the 14 calendar day cancellation period and you later exercise your right to cancel, you will be liable for any costs, VAT and disbursements incurred up to the point of cancellation. Unless you make an express request for us to commence work within the 14 day period (i.e. by signing and returning the Client Care Letter, we will not be able to undertake any work during that period.

30. **INSURANCE**

We have a legal duty to tell you about our professional indemnity insurance. We have an obligation to carry such insurance and our qualifying insurers are:-

Endurance Worldwide Insurance Limited, Temple Cross, Temple Way, Bristol BS1 6LW Policy Number PI20SOM0074

The insurance covers our practice carried on from our offices in England and Wales and will extend to acts or omissions wherever in the world they occur.

31. **FINANCIAL SERVICES COMPENSATION SCHEME**

In the event of a banking failure it is unlikely that the firm would be held liable for any losses of client account money. If a corporate body client is not considered a small company by FSCS, then they will not be eligible for compensation.

We currently hold our client account funds in HSBC The £120,000 Financial Services Compensation Scheme (FSCS) limit will apply to each individual client so if you hold other personal monies yourself in the same bank as our client account, the limit remains £120,000 in total, so it may be advisable to check with your own bank as some banks now trade under different trading names. In the event of a bank failure you agree to us disclosing details to the FSCS.

32. **LEGAL AID**

We don't undertake legal aid work and it is important that you are aware of Legal Aid. Legal Aid is useful to a litigant because if he loses, his liability is limited to his means-tested contribution, and it is unlikely the Court will allow the victor to recover any costs against him. Legal Aid is not free. In most cases it is only a loan repaid from the fruits of the action. If the assisted party succeeds and recovers or preserves any asset (except for some exemptions for maintenance and family proceedings), it is subject to the statutory charge. The statutory charge operates to put the recovery or the preserved asset first towards payment of the assisted party's legal costs, and the assisted party only gets the net balance (if any) – often much later because of the time taken in quantifying the final costs. If money is recovered, it has to be paid to the assisted party's solicitor who has to pay it into the Legal Aid Fund who carry out the accounting and pay out the balance. The Legal Aid Agency has no power to reduce or waive the effect of the statutory charge. If a home is involved, it is sometimes possible to delay payment, but the statutory charge then operates like a mortgage and attracts interest until everything is repaid on sale. For more information please discuss this with the person attending to your case (they will be able to confirm if Legal Aid will be relevant to your type of case and if you may qualify) / alternatively go to the LAA website www.gov.uk/legal-aid or telephone them directly on 0300 20 2020