

Client Care Information and Terms of Business

This is a very formal document but it does contain useful information and I advise you to read it carefully and to ask me if you have any queries.

Steve Butler

1. Introduction

My name is Steve Butler. I am a solicitor and a partner in the firm and I will have the overall management and responsibility for your case. I set out in this letter the terms of business for clients of this firm as they apply to you.

2. Standards

I will endeavour to maintain certain minimum standards of case management. If you find that the standards set out below are not maintained please speak to me.

I will try to return your telephone calls as soon as possible. I have a personal voicemail facility, so if for any reason I am not at my desk, please leave a message on my voicemail.

3. Charges

Our charges, like those of all solicitors, are based on a number of different factors.

Factors which will be taken into account are:

1. the time spent;
2. the skills, specialised knowledge and responsibility required of the members of the firm handling the matter;
3. the complexities and difficulty or novelty of the questions involved;
4. the circumstances in which the business involved is transacted (for instance if, due to the urgency, evening or weekend work is required or if an unusually large amount of documentation needs to be considered).

The most important of these factors is the amount of time spent by members of the firm in dealing with your case. We have a time recording system which records the time spent by each member of the firm on your case. Each individual has an hourly charge out rate which is the selling price of an hour of his or her time.

My basic current charge out rate is £135.00 per hour. The charge out rates are exclusive of VAT.

Charge out rates in the firm are of course subject to periodic review (for example to take into account inflation).

Charge out rates may also be increased if any of the factors mentioned at the beginning of this section apply.

Charge out rates will apply to all the work done on your case including time spent on the telephone (£13.50 per call), reading incoming post (£6.75 per letter), dictating outgoing letters (£13.50 per letter), preparing file notes of meetings, considering and drafting documents, preparing instructions and briefs to barristers, researching law where necessary, attending conferences with barristers, attending at Court (£175.00 per hour), meetings with you, meetings with the lawyers acting for the other person in your case or other people connected with the case, taking statements from witnesses and so on.

As well as the charges made by this firm, incidental expenses such as the fees of any barristers or experts and Court fees will be added to the bill.

Our charges are not contingent upon the result of your case. They are payable 'win or lose'. You are primarily

liable for the charges. Even if the Court orders someone else to pay your costs, you will have to pay in the first instance and may then be reimbursed when funds clear from the person ordered to pay your costs.

In cases involving Court proceedings it is always difficult to forecast the amount of time that will be spent since much will depend upon the attitude of the other person in your case and their solicitors, the volume and complexity of the documents disclosed and the time required for preparation and in Court.

In general, costs are likely to be as follows.

For a straightforward divorce, it is unlikely that the total costs will be less than £650.00 plus VAT and the costs will be more if there are problems with the other person co-operating or if the divorce is contested. The Court fees are currently £340.00.

In domestic violence injunctions, when two Court hearings are required, depending on whether it is easy to serve the other person with the Court documents, it is unlikely to cost less than £2,000.

If there is a dispute about where children are to live and/or how often one parent is to see the children, and the case proceeds to a final hearing without an agreement being reached, the total costs are unlikely to be less than £5,000. A complex case may cost even more. If the case settles at an early stage, the total costs are much less.

If there is a dispute about financial matters, and the case proceeds to a final hearing without an agreement being reached, the total costs are unlikely to be less than £5,000. A complex case may cost even more. If the case settles at an early stage, the total costs are much less.

In other matters, if a case is resolved by agreement, it could cost as little as £1,000.00, but sometimes it will be necessary to consider a great volume of documents such as solicitors' files and correspondence before it is possible to provide you with the advice that is necessary for you to be able to make an informed decision about proposals for settlement. Therefore, even if the matter is resolved by agreement, the costs can be higher and could be £5,000.00 or more.

If you require a forecast for your own case at any time, please ask and I will do my best to give one. It is unlikely that I will be able to make a firmer prediction until I can assess the issues in detail and until I know the position of the other person in your case.

I will always try to give you my best estimate of the likely costs of your case, but the estimates are not fixed. Sometimes I may only be able to give you my best estimate of the costs of the next stage of your case. I will give you an estimate whenever you ask for one.

Unfortunately, because of delays in the Court system, Court proceedings can often take a long time to conclude. If we did not require payment until the end of a case, our staff and overhead costs involved in financing your case would become prohibitive. It is for this reason that it is our practice both to require money on account and often to deliver regular interim bills on account where appropriate. Because of the nature of family work, however, it is likely that at certain times during the case we will give you (without any further notification) varying amounts of credit which reflects on-going work which has not yet been billed.

The interim bills on account are based on an estimate of the costs incurred to the date of that bill. These will be a guide to the total cost to that date, although they may require some adjustment at the end of a case. The firm requires that these bills are paid within 14 days together with a further payment on account of costs. The amount held by us on account of costs will be deducted from early bills we send to you. On some occasions we may require additional payments on account (for instance when we are about to incur responsibility for payment of fees to barristers or experts or when we need to prepare for a substantial hearing). If any bill and any further money on account is not paid in accordance with these terms of business, the firm reserves the right to deliver a final bill in respect of all work done and cease to act as your solicitors.

When we deliver a bill we ask that it is paid within 14 days. If it is not paid within one month from the date of delivery of the bill, we reserve the right to charge interest at the rate of 8% per annum on the outstanding sum whether the bill is interim or final.

You have a right to ask for your overall costs to be limited to a maximum. Since it is difficult to predict the work involved in family cases, I do not recommend you to do so. It could mean that I would have to stop acting for you half way through the case.

I must emphasise that the final charge will be dependent upon all the circumstances, in particular the total amount of time involved on the matter, which cannot be foreseen with any certainty, although I will do my best to keep you informed as to the costs incurred as the case progresses.

You may be ordered to pay the costs of someone else. In such a case, you must provide the firm with funds within seven days. We accept no responsibility for such payments under any circumstances.

4. Recovering costs from the other person in your case

If you decide not to proceed with your case before Court proceedings are commenced, or if the case is settled before then, there is no rule of law requiring the other person in your case to make any payment towards your legal costs, and you are unlikely to recover them.

In many Court cases the Court has a discretion to decide who should pay the costs and it can apportion and decide who should pay for a particular part of the case.

In general the 'loser' will be ordered to pay the 'winner's' costs and in Inheritance Act cases the estate would normally be ordered to pay the costs if the claimant is awarded something out of the estate. However, the costs rules are designed to encourage parties to settle their disputes as early as possible. Therefore it is necessary to consider at an appropriate stage whether to make or to accept proposals for settlement. The Court will consider such proposals and the conduct of the parties in general when making a decision on costs. So, for example, the Court may order the 'loser' to pay the 'winner's' costs up to the point at which the 'winner' rejected some reasonable proposals for settlement that the 'loser' made. The 'winner' may in such a situation very well be ordered to pay the 'loser's' costs after that date.

You will have to bear this in mind throughout the case in order to minimise your risk of being ordered to pay any costs.

By contrast to other Court cases, in family cases Courts do not automatically order the 'loser' to pay the 'winner's' costs. This is because it is not often apparent that there is a 'winner' or a 'loser'. It is most unusual for Orders for costs to be made in cases concerning children and the same rule now applies to property cases. Whilst such Orders for costs are not common, they are made in some cases. If necessary, please ask me as to whether an Order for costs would be made in your case.

If the other person in your case is ordered to pay your costs, unfortunately, this will not be all the costs that you have to pay. There are also a number of important qualifications to this basic rule, for example:

The other person in your case may refuse to comply with the Order. If they do not pay, then you will have to try to enforce the costs Order (for example by sending in the bailiffs or obtaining a charge over property owned by them) and this itself costs more money for the work we do for you and takes time. The costs of enforcing an order for costs are not always recoverable in full or even at all, whether or not any money is actually recovered.

The other person in your case may have very little or no money, or they may simply disappear. If this happens, you will not be able to recover the legal costs ordered to be paid by the other person or indeed any money or maintenance awarded to you. That is why it is important that in financial disputes you consider now whether the other person in your case has enough money to pay you a lump sum or maintenance as appropriate.

If the other person in your case receives funding from the Community Legal Service, there are statutory controls on the amount of costs that can be recovered against them. In these circumstances, it is very unlikely that the Court will make an order that the other person in your case would have to contribute anything to your costs.

In any event, no matter how successful you are at the final hearing of your case and no matter that the other person is good for all the money which they are ordered to pay, they will be ordered to pay only the costs that the Court has assessed. There will always be a shortfall between the costs you have incurred and the costs

you recover from the other person. From experience, I would expect the other person in your case to have to pay no more than 80% of the total amount of the costs payable by you, but this cannot be guaranteed.

If the Court orders the other person in your case to pay your costs at the end of a case, they may also have to pay interest on the costs assessed by the Court from the date of the judgment until the date they pay.

Normally, I will pay that interest to you, but to the extent that any of this firm's fees or disbursements remain unpaid by you the interest will belong to this firm.

Even if the other party is ordered to pay some or all of your costs, you remain primarily liable for payment of the whole of my bill and it is expected that you will pay this in full immediately, whether or not the other party pays or is likely to pay.

5. Ending instructing me

You may terminate your instructions to me in writing at any time, but I will be entitled to keep all your papers and documents while there is money owing to the firm for our charges and expenses. I may decide to stop acting for you only with good reason, for example:

1. if you do not pay a bill;
2. if you fail to comply with a request for payment of money on account;
3. if you do not give me clear or proper instructions;
4. if I cannot continue to act without being in breach of rules of professional conduct; or
5. if there has been an irretrievable breakdown in trust and confidence.

6. At the end of your case

My firm will keep your file of papers (except for any papers that you ask to be returned to you) for at least seven years from the date of the last bill. My firm will keep the file on the understanding that we have the authority to destroy it after this period. My firm will not destroy documents that you ask us to deposit in safe custody.

If you require the file during the period while it is in storage, we can provide this to you on payment of our reasonable fees for delivery, locating any specific documents and making any copies for you. As you will appreciate, we hold a number of files in storage and it may take some time to retrieve your particular papers.

7. Procedure for resolving problems

If a problem arises at any time, please contact me so that we can talk about your concerns. If that does not provide the solution, I can make arrangements for an independent firm to look at your file and decide what action should be taken.

All solicitors must attempt to resolve problems that may arise with their services. It is therefore important that you immediately raise with me any concerns you may have. I would be disappointed if you thought that you had reason to be unhappy with the service that I am providing.

In the unlikely event that a mistake is made by my firm, we have professional indemnity insurance in the sum of £2,000,000.00 per claim. We do require that you limit any claim you may have in respect of professional negligence against this firm to the amount of that sum.

If you continue to instruct me, this will mean that you accept the terms of business set out in this leaflet.

**We can also help you with all types of cases involving
Family Problems, Conveyancing, Wills, Administration
of Estates and Immigration Problems.**