



Terms of Business

We set out in this document the terms of the contract between us with regard to our supply of legal services to you. Many of the points made in this letter apply to all solicitors (or are imposed by the court or by parliament) but it is this firm's policy to make them clear to you at the outset. If you do not understand any elements of the terms of retainer, you must contact us immediately. Townsend Family Law Solicitors is the trading name of Townsend Family Law Limited which is a limited company registered in England and Wales no. 12899631 and regulated by the Solicitors Regulation Authority SRA No. 808897. 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. Information from the SRA can be accessed at <https://www.sra.org.uk/consumers>

1. Instruction

With this Terms of Business, we will provide you with a Client Care/Costs Estimate letter. The client care letter will set out information which is specific to your case and our terms of retainer with you and will be based upon our understanding of the facts of your case and how you would like us to act for you.

The Client Care/Cost Estimate letter constitutes part of our Terms of Business with you. You must sign and date one copy of both the Terms of Business and Client Care/Costs Estimate letter and return to us.

2. Notice of Acting

With this Terms of Business, we will provide you with what is called a Notice of Acting (more specifically, a notice of your intention to act in person). We require you to sign a copy of this document and return it to us. We will then hold this documentation on our file and in the event that we do have to terminate our agreement of instruction with you due to, for example non-payment of our costs, the Notice of Acting will be filed with the court and you will be responsible for your own representation. Your contact details will also be released to the other parties to the matter, including your former partner and/or their solicitors unless you specify otherwise in writing. If we do not receive the signed Notices back from you within 14 days of our instruction, we will send a reminder. You will be charged for any reminder letters sent in this regard.

3. Opening Hours

This firm's opening hours are Monday to Friday 9am to 5pm although we do reserve the right to close the office in the event of adverse weather or other conditions or in the unlikely event of training required affecting all members of staff. You are asked not to attend our offices without an appointment.

The solicitors are supported by administrative staff who will be able to arrange appointments, take brief messages in the fee earner's absence and discuss your costs with you to a limited extent. Anything other than a routine enquiry should be answered by the fee earner involved.

4. Service Standards

Every solicitor or legal executive employed by this firm endeavours to maintain certain minimum standards of case management. If you find that the standards set out below are not maintained please contact us. The relevant standards are:

- i. All telephone calls are endeavoured to be returned on the same day, unless made late in the day in which case we will endeavour to ensure your call is returned before lunchtime on the following day.
- ii. All correspondence is endeavoured to be replied to within five working days, but if the reply requires prolonged consideration a short acknowledgement is sent within five working days and a full reply within two weeks. The fee earner's days of working to be taken into account in this respect (see no. 3 below).
- iii. All letters received from the other person in your case or the Court (other than those which relate to merely routine matters) will be sent to you within five days of receipt if deemed necessary and appropriate to your case, but if any letter or document requires prolonged consideration the full comments on the other person's communication may take up to two weeks to send you but no longer.
- iv. We will regularly update you (by telephone or in writing) with progress on your matter at least every 6 weeks unless agreed to the contrary or unless some communication is received upon your file.
- v. We will communicate with you in plain language.
- vi. We will explain to you the legal work required as your matter progresses and we will update you on whether the likely outcomes still justify the likely costs and risks associated with your matter whenever there is a material change in circumstances. We will also continue to review and discuss with you whether there are alternative methods by which your matter can be funded.

We will correspond with you using a number of different methods including postal, email and telephone but correspondence will be mostly by email. If you would prefer to receive communications by a particular method, please notify us accordingly.

In the event that you would like to correspond with us by email, it is essential that you request an automatic receipt using your own email facilities. In the event that your email is received, we shall endeavour to provide you with a receipt. In the event that you do not receive a receipt, you should contact us immediately as you should assume your correspondence has not been received. Kindly acknowledge any emails sent to you by this firm upon receipt.

5. Responsibilities

Our responsibilities to you include but are not limited to the following:

- We will review your matter regularly;
- We will advise you of any relevant changes in the law;

- We will advise you of any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of your matter.

Your responsibilities to us include but are not limited to the following:

- You will provide us with clear, timely and accurate instructions;
- You will provide all documentation required to deal with your matter in a timely manner.

6. Charges

We do not provide services on a 'legal aid' basis. You may qualify for this type of funding and, if we have not done so already, we will discuss this with you.

Our charges, like those of all solicitors, are based on a number of different factors. Factors which will be taken into account are:

- i. the time spent;
- ii. the skills, specialised knowledge and responsibility required of the members of the firm handling the matter;
- iii. the complexities and difficulty or novelty of the questions involved.

The most important of these factors is the amount of time spent by Marion Foley or any other solicitors/legal executives instructed by her in dealing with your case. Please see below for an indication of the charge out rates which will be applied to your matter.

The rates and charges mentioned in this letter are exclusive of VAT. VAT will be chargeable at the rate imposed by the government at that time. Our VAT registration number is 359 6095 56.

Hourly charge out rate

Marion Foley – hourly rate	£320.00
Abbie Marsh – hourly rate	£280.00
Poppy Mclellan – hourly rate	£240.00
Charlotte Copeman – hourly rate	£190.00

Preparation/perusal and Attendances

You will be charged our hourly rate in relation to any preparation or attendance time. Such time is charged in units of 6 minutes. For example, engagement of 1 unit of Marion's time is £32.00. If Marion works on your file for half an hour the charge will be 5 units = £160.00. If she works on your file for one hour the charge will be 10 units = £320.00.

Letters

Each letter written or received will be charged at £32.00 per letter for Marion Foley, £28.00 per letter for Abbie Marsh, £24.00 per letter for Poppy Mclellan and £19.00 per letter for Charlotte Copeman. If each individual letter written or received is longer than 1 page, it will be charged based on preparation/perusal time spent in considering the correspondence. Any attachments received with letters will be charged based on preparation and perusal time in considering the attachments.

Emails

Each email written or received will be charged at £32.00 per email for Marion Foley, £28.00 per email for Abbie Marsh, £24.00 per email for Poppy Mclellan and £19.00 per email for Charlotte Copeman. If each individual email written or received is longer than 1 page, it will be charged based on preparation/perusal time in considering the correspondence. Any attachments received with emails will be charged based on the specific perusal time taken in considering the attachments.

Telephone calls

Each telephone call made or received is charged at £32.00 for Marion Foley, £28.00 for Abbie Marsh, £24.00 for Poppy Mclellan and £19.00 for Charlotte Copeman. In the event that the telephone call is longer than 6 minutes, it will be charged as an attendance at the hourly rate. As an example, if Marion speaks to you for half an hour it will be charged as 5 units = £160.00.

Text messages

In certain circumstances we will need to liaise with counsel or other parties on your behalf via text or WhatsApp message. On such occasions each message sent or received will be classed as the same as an email and will be charged at £32.00 for Marion Foley, £28.00 for Abbie Marsh, £24.00 for Poppy Mclellan and £19.00 for Charlotte Copeman

Hearings:

For attendance at hearings/conferences:

Marion Foley – hourly rate	£320.00
Abbie Marsh – hourly rate	£280.00
Poppy Mclellan – hourly rate	£240.00
Charlotte Copeman – hourly rate	£190.00

Travel/waiting time prior to, during and after hearings/conference 80% of hourly rate:

Marion Foley – hourly rate	£256.00
Abbie Marsh – hourly rate	£224.00
Poppy Mclellan – hourly rate	£192.00
Charlotte Copeman – hourly rate	£152.00

It is the firm's policy, wherever office resources and client resources permit, to send a solicitor representative to hearings to assist Counsel (your barrister). In the event that Counsel informs us that they do not require our attendance, if a hearing is merely listed for directions, then we will not attend. We recommend however, sending a solicitor representative to any final hearing. Not only does this provide Counsel with the necessary assistance for providing any information or documentation they need from your file, but also to ensure that proper notes are taken of the hearing which may be needed, for example, where an appeal may be considered. In the event that a solicitor representative does attend Court with you and Counsel, this will incur additional charges on the basis of travelling and waiting and in respect of conference/hearing at the rates mentioned above, depending upon the solicitor representing you (e.g. £320/£280/£240/190) and £256/£224/£192/£152). In advance of hearings, you may have a conference with your barrister. A solicitor must be present during the conference with the barrister to take a note of the advice. You will be charged on our hourly rate basis for the solicitor's attendance. For Example if attended by Marion and the conference lasts one and a half hours you will be charged 15 units of her hourly rate,

The charge out rates mentioned in this letter are exclusive of VAT. VAT will be chargeable at the rate imposed by the government at that time. Our VAT registration number is 359 6095 56.

Administrative Charges

Postage is only charged when the cost exceeds £6. Couriers are used when sending bundles/briefs to counsel and to the Court and these charges are invoiced at the courier rates. However, every effort will be made to send bundles and briefs via email.

We charge an administrative fee to make a CHAPS telegraphic transfer in connection with your case of £30.00 plus VAT. Any payments made by BACS bank transfer will not incur you any charges but payment will be delayed for clearing through the bank.

We charge an administration fee of £20.00 plus VAT for sending an employee of this firm to deliver any items (such as bundles, or run any errands regarding your case) which means they are out of the office for a period of time. Additionally, where an employee of this firm uses a vehicle by way of transport, we reserve the right to pass on to you the charges of 30 pence per mile for fuel and to also pass on any costs incurred by way of parking or travel fares.

We charge an administrative fee of £40.00 plus VAT for file retrieval. Please see section 12 for further information in this regard.

We charge an administrative fee of £10.00 plus VAT to carry out our client due diligence.

Additional Information

The fee earner that you instruct on your case will have overall responsibility for your case. Where matters need urgent attention in your fee earner's absence from the office, another solicitor in the office or a locum solicitor/legal executive instructed by the firm will normally be available to deal with your matter.

On occasion there may be aspects of your case which arise that are unusual, complex or the solicitor feels that two heads are better than one and discussion with a solicitor colleague would be beneficial. Unless your case is complex, these occasions will be infrequent. When case planning occurs we reserve the right to charge for both solicitors time.

Figures given to you for charge out rates of any individuals in the firm are of course subject to periodic review (for example to take into account inflation or any increase in the level of qualification or responsibility of any member of the firm dealing with the case).

We therefore reserve the right to increase our charge out rates to you at any time but this is generally implemented on an annual basis and you will be advised of any such increase in advance of its implementation. Charge out rates may also be increased if any of the factors mentioned at the beginning of this section apply and for example, if your case is complex or involves considerable assets.

Charge out rates will apply to all the work done on your case including time spent on the telephone, reading incoming post and emails dictating outgoing letters, emails and attendances, preparing file notes of meetings, perusing documents, drafting documents, preparing instructions and briefs to Counsel (barrister), researching law where necessary, attending conferences with Counsel, attendances at Court, meetings with you, meetings with the other person in your case or other people connected with the case, taking statements from witnesses travelling to and from a court and conferences in chambers that is not local to the office and so on.

In litigation cases 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/party in your case and their solicitors,

the volume and complexity of the documents disclosed and the time required for preparation and in Court.

We will provide you with a specific letter providing you with an estimate of your costs at the outset of your case and we will undertake regular cost estimate reviews of your file. If it is necessary to revise your cost estimates, it is only then that we shall notify you of any cost estimate review we have undertaken. Cost estimates and reviews are chargeable but we feel it is an essential element of your case, to keep you regularly updated and to periodically check your file to ensure we are within the limits of any estimates provided.

All cost estimates provided will exclude any fixed fee consultations that have taken place at the outset of your case. They will also exclude any letters, telephone calls or preparation/perusal time undertaken regarding administrative matters, such as contacting you about costs, i.e. cost estimates or outstanding costs or money on account or, for example, notice of acting or terms of business letter that you have not signed and returned to us. Items of this nature will be charged at the fee earner's usual rate but will not form part of any estimates given.

You are at liberty to set a cost limit on your case but this must be requested in writing and must be acknowledged by us. If you wish, you may set an upper limit on the fees we may incur at the very outset of the case. We will then, if necessary seek your authority to exceed this limit. The lowest cost limit we accept is £2,000.00 (plus VAT). If you wish to set a limit lower than this, you must contact your solicitor to discuss this.

By signing these Terms of Business you are agreeing that your papers may from time to time as we deem necessary be sent by courier to third parties in connection with your matter. If there is a Court hearing a courier will be used to deliver the brief to counsel and also the bundle to Court and to counsel (unless it can be sent by email). As well as the charges made by this firm, disbursements (fees paid to other parties on your behalf) such as the fees of Counsel, couriers, experts (if instructed) and Court fees will be added to your bill and discharged by us on your behalf immediately (generally if only we are in receipt of funds from you sufficient to cover the entire bill) or in accordance with the other party's payment terms or as agreed with them. We will only utilise your funds on account towards a payment to another party when we ourselves have discharged that supplier invoice on your behalf.

Please note that it is the firm's policy not to accept the payment of cash for invoices or funds on account. The Director Marion Foley can authorise acceptance of cash payments in exceptional circumstances eg where a bank or credit card payment would place a client's safety at risk or discretion is required. This is in accordance with our money laundering obligations. You will be expected to confirm the source of the cash payment; a record of which will be retained on the file. We reserve the right to refuse to accept cash payments if we are not satisfied with the source of the cash payment.

We must emphasise that our charges are not contingent upon the result of your case. They are payable 'win or lose'.

Unfortunately, because of delays in the court system, litigation can be a protracted business and 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 litigation would become prohibitive. It is for this reason that it is our standard practice both to require money on account and to deliver regular interim bills where appropriate. Because of the nature of litigation 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. However such circumstances will be limited and at the discretion of the Director. Fees for your barrister must be received on account of the firm in

advance of their fees being “deemed” ie payable. This means that your barrister fees may be payable even if the hearing does not go ahead because you have settled, the court cancels the hearing at short notice because they do not have a Judge or a Bench of Magistrates of for some other reason.

7. Payment Terms

This firm requires that each bill rendered to you be paid within 14 days of the date of the bill 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 Counsel or experts or when we need to prepare for a substantial hearing) or undertake large amounts of preparation work. If any bill and any further monies on account are not paid in accordance with these Terms of Business, we reserve the right to deliver a final bill in respect of all work done and cease to act as your solicitors, notifying the court, all parties and, where appropriate, filing and serving your Notice of Acting in Person (which will in turn release your address for correspondence).

The delivery of interim bills will vary from case to case. A bill will generally be prepared when a significant amount of work has been undertaken of say £500 or more in value. Of course, how quickly/frequently this happens depends on the nature of your case or any specific requirements made by you in writing but the regularity of billing could be monthly if your matter requires it.

As aforementioned, when we deliver a bill we ask that it be paid within 14 days from the date of invoice. If it is not paid within 1 month from the date of delivery of the bill, we reserve the right to charge you interest from the date of the bill on part or all of the bill if it is unpaid at the rate of 8% per annum whether the bill is interim or final.

Payment reminders will automatically be emailed to you on days 1,3,7,14 and 30 after the date of delivery of the invoice.

On the 14th day, if we have not received payment from you, we will charge you for any nonstandard letters sent to you or telephone calls generated from our Credit Control Department as a result of your non-payment. Such work will be charged to you at the hourly rate of the fee earner dealing with your file(s).

In the event that payment of your invoice is not received within 21 days of the date of the invoice, we shall generally cease all further work on your matter until payment is received in full including any monies required on account.

You may be requested to pay funds at short notice if we are, for example, going to incur fees of a third party (e.g. your barrister) for a hearing and have been unable to bring your account up to date any sooner.

8. Payment of invoices

You may make payment or pay our bills by:

- Banks Transfer
- Telegraphic transfer/BACS
- Internet banking
- Credit / debit card (we unfortunately do not accept American Express)

We do not accept cash payments save for in the most exceptional circumstances and acceptance is at the discretion of the Director.

All payments must be from an account in your name and are payable to Townsend Family Law Limited.

If you do wish to provide payment to us from a third party, we will require identification to prove that person's identity sufficiently prior to receipt of any payment. The person making payment will need to provide photo identification (either passport or photo drivers licence) and proof of address (a utility bill or bank statement within the last 3 months) before any payment is received by us.

9. Interest on Client Account monies

Any settlement money received on your behalf will be held in our client deposit account. Interest will be calculated and paid to you at the rate set by Barclays Bank Plc. The rate of interest, of course, may be subject to change. The period for which interest will be paid normally runs from the date(s) when funds are received by us until the date(s) payment is made to you. The payment of interest is subject to certain minimum amounts and periods of time as set out in the Solicitors' Accounts Rules 2019 (Rule 7). For example, interest will not be paid on client account monies where the interest amounts to £20 or less except where, to not do so, would amount to a breach of the Solicitors' Accounts Rules 2019.

10. Recovering Costs Incurred From the Other Person in Your Case

It is unusual in family cases for the Court to order one person to pay the other's costs. It is most unusual for Orders for costs to be made in cases concerning children. Whilst such Orders for costs are not common, they are made in some cases. If necessary, please ask your fee earner whether an Order for costs would be made in your case. This may not cover all the costs that would have been incurred. There are also a number of important qualifications to this basic rule.

Firstly, it is one thing for the other person in your case to be ordered to pay costs to you, but quite another for that person to comply with the Order. If they do not pay, 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 and takes time.

Secondly, if the other person in your case has no or very little money at the end of the case, or simply disappears, then 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.

Thirdly, if the other person in your case is publicly funded ie has qualified for legal aid, there are statutory controls on the amount of costs that can be recovered against him/her. 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. It will also probably mean that the other person has little or no money to pay a lump sum as appropriate. Much will depend on the circumstances of the case and the conduct of the legally aided party.

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 he/she is ordered to pay, he/she will only be ordered to pay your 'taxed' costs (i.e. assessed by the Court). Because the Court applies different rules in assessing the costs payable to a solicitor by his own client (whether Legal Aid or as a private Client) and the costs that the other person in your case has to pay,

there will nearly always be a shortfall between the costs you have incurred and the costs you recover from the other person in your case. From experience we can say that we normally obtain an Order that the other person in your case pays about 80% of the total amount of the costs payable by you to us, but this cannot be guaranteed.

Unfortunately, even though at various stages of your case the court may make costs Orders against the other person in your case, the other person in your case will not be ordered to pay anything towards your costs until the end of the case. As I have explained, however, we require you to pay interim bills on account of the work done throughout the course of the case.

If you are unsuccessful in your case, you will remain liable for the full amount of this firm's costs. You may also be liable for the other person's costs as assessed by the Court, subject to the rule as referred to above that, in family cases, it is usual that no Order for costs is made.

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

11. Equality and Diversity

Townsend Family Law Limited is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

12. Financial advice

We are not authorised by the Financial Services Authority. If, while we are acting for you, you need advice on investments, we must advise you to engage a professional who is authorised to provide the necessary advice.

13. Financial Services Compensation Scheme

In the event of a banking failure it is unlikely that the practice would be held liable for any losses of client account money.

We currently hold our client account funds in Barclays Bank. 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.

14. The Fraud Act 2006

You should be aware that in January 2007, the Fraud Act 2006 came into force. This provides that it is now a criminal offence and a breach of this Act if a person dishonestly fails to disclose to another person, information which they have a legal duty to disclose and

intends by failing to disclose this information to make a gain for himself or another or to cause loss to another or expose another person to a risk of loss.

Before attempting to negotiate a financial settlement within divorce proceedings, there exists a duty to give full and frank disclosure. This duty is owed to the other party and the Court. It is not possible for the person to contract out of this duty. The consequences of a breach of this Act could lead to a term of imprisonment being imposed of up to 10 years. As well as criminal sanctions being imposed in respect of a breach of this duty means that any subsequent financial order obtained will be open to challenge and an order for costs may be made against the person who has committed the breach.

15. Criminal Finances Act 2017 Part I, Proceeds of Crime

In addition to your obligation to give full and frank disclosure of your financial and personal circumstances, the Criminal Finances Act 2017 Part I, Proceeds of Crime ("the Act") creates a number of offences relating to the proceeds of crime which may make it a **criminal offence** for **you** to enter into a financial settlement with your husband/wife/partner if you know that any income, capital or property of whatever nature which you and/or your husband/wife/partner receives or retains as part of the settlement represents the proceeds of crime. The proceeds of crime include, for example, monies (however low in value) saved as a result of tax evasion or benefit fraud whether that money has been saved or spent.

If any fee earners engaged in your case spend time in addressing issues arising for you from the Act, that time will be charged in the same manner as any other work undertaken in relation to your case.

16. General Data Protection Regulations 2018 and Confidentiality

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 and legal and regulatory compliance. Our use of that information is subject to your instructions, General Data Protection Regulations 2018, Data Protection Act 1998 and our duty of confidentiality. Please note that our work for you may require us to provide information to third parties such as expert witnesses and other professional advisers. You have a right of access under data protection legislation to the personal data we hold about you.

External firms or organisations may conduct audit or quality checks on our practice, such as the SRA. These external firms or organisations are required to maintain confidentiality in relation to your files.

We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be required by statute to make a disclosure to the Serious Organised Crime Agency where they know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.

17. Your Duty of Confidentiality

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.

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.

Under 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.

18. 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 21 below for further information on retention of your documents and data.

19. Verification of Identity

The law requires solicitors to obtain satisfactory evidence of the identity of their clients and sometimes people related to them. This is because solicitors who deal with money and property on behalf of their clients can be used by criminals wanting to launder money. To comply with the law, we need to obtain evidence of your identity as soon as possible. This is usually done at your first consultation with us. If this has not been done, you will need to provide photo identification (either your passport or drivers licence) and proof of address (a utility bill or bank statement within the last 3 months). If a third party is to make a payment on your behalf, we shall need identification as aforementioned for that person. Under no circumstances are any payments to be made from a third party to us without having first checked that this is acceptable or without having provided the identification required.

20. Use of Artificial Intelligence (AI)

We may use secure artificial intelligence (“AI”) tools and other technology-assisted systems to support the delivery of our services. These tools may assist with tasks such as document preparation, legal research, drafting, data organisation, and administrative processes. Any AI-generated material is reviewed and approved by a qualified member of our legal team before it forms part of the work undertaken on your behalf.

We take confidentiality extremely seriously, particularly given the sensitive nature of family law matters. We will not input your personal data or case information into any AI system unless that system meets our confidentiality, cybersecurity, and data-protection standards. AI tools we use must comply with the UK GDPR, our Privacy Notice, and our internal security policies. We will not permit the use of AI systems that store or use your data for their own training or development unless appropriate safeguards and contractual protections are in place.

The use of AI does not replace our professional judgment. All advice, documents, and other work products are ultimately produced under the supervision of qualified solicitors in accordance with our regulatory obligations. We will continue to deliver a personalised professional service based on the legal education, training and gained experience of our qualified solicitors.

If at any time you would prefer that we do not use AI tools when working on your matter, please inform us in writing. We will be happy to discuss your preferences and the implications for cost, timescales, and service delivery.

You must not upload, paste, forward or otherwise disclose any material relating to your matter to a publicly available artificial intelligence ("AI") tool or chatbot without first obtaining our written agreement. This includes correspondence with us or your barrister, legal advice, court documents, statements, reports, financial information and any extracts, summaries or descriptions of such material.

Depending on the tool and its terms and settings, information submitted may be retained, reviewed, shared or used to train AI systems, and its confidentiality cannot be assumed. Uploading or otherwise disclosing material in this way may compromise confidentiality and may result in the loss or waiver of legal professional privilege — the protection which can allow you to withhold confidential legal advice and certain litigation-related communications from disclosure to the court or other parties. This could expose sensitive information or advice to the other party and prejudice your case. Removing names or other identifying details does not necessarily eliminate these risks. You should not assume that communications with an AI tool, or its responses, are themselves privileged.

Disclosure may also breach obligations concerning personal data, information belonging to others, or restrictions imposed by law or a court order, particularly in family proceedings. Our written agreement cannot override any such restriction. If you have already submitted any case material to an AI tool, you must tell us promptly, identifying the tool used, what was submitted and when, so that we can advise on appropriate steps. Please do not delete or alter any relevant records without first seeking our advice.

If you must use digital organisational tools you must ensure that the platform you are using guarantees absolute data privacy and that it explicitly states that inputs are not used for model training.

21. Professional Indemnity 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 Ltd. Our insurance policy number is OSO25019263A. 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.

22. File Closure

If you instruct us to close your files (in the event, for example, that you wish to act in person) or your matter concludes, there will be matters that need attending to such as consideration

of your file to prepare any final invoice and consideration of the file to return any original documentation to you. In addition, it may be necessary to write to parties involved in your case, such as the Court, or other solicitors to advise them of the change/cease of instruction. Such costs in dealing with closure are likely to be in the region of an additional £150.00 to £350.00 plus VAT.

After closure of your file, we will be entitled to keep all of your papers and documents while there is still money owed to us for fees and expenses.

We will maintain your papers in our archives for a period of 6 years from the date of your final bill (except those papers that you ask to be returned to you in writing) unless it is agreed that we retain your papers for a longer period, after which time they will be destroyed without further notice to you. This will include any original papers we have retained as a result of non-payment by you of part or all of any invoices rendered to you.

In the event that you contact us following closure of your file with an enquiry and we are required to retrieve your file of papers in order to advise you, then we reserve the right to charge you an administration fee of £40.00 plus VAT for file retrieval. Should you require us to respond to a third party on your behalf regarding your file, we reserve the right to levy charges at the current hourly rate for preparation/perusal, telephone calls, letters in/out and attendances, as set out in our terms of retainer provided to you at the outset of your original instruction (or as revised during your case).

23. Termination and what to do if a cost or service issue arises

Terminating your retainer

If at any time you wish this firm to cease work for you on this matter, please let us know in writing. We will then prepare a final bill in respect of all work done, delivering this to you as soon as is practicable. There are usually certain procedures we will have to follow in order to close your file, for example, notifying all parties that you wish to act in person, thereby releasing your address for correspondence (unless you have requested that we do not release your address in which case the Court will only be notified and the appropriate application may need to be made in this respect to withhold your address). In this respect, closing your file will incur additional costs for which you will be charged. Until your final bill is paid, the firm retains a 'lien' over the papers. We will of course release the papers to any new solicitors you instruct or to yourself as soon as our outstanding costs are paid.

We reserve the right to stop acting for you as your Solicitors if:

- i. You do not pay our costs or money on account of costs in accordance with these terms of business; or
- ii. We cannot continue to act without being in breach of rules of professional conduct; or
- iii. We are unable to obtain clear instructions from you; or
- iv. There is a conflict of interest; or
- v. For any reason there has been a serious breakdown in confidence between us.

In these circumstances, we will provide you with reasonable notice that we are going to cease acting for you and follow the procedures mentioned above for notifying all parties and releasing your file, if required.

If you are not happy with your bill

Each bill sent to you is a separate and independent bill. It is not an estimate of your costs but rather is an accurate reflection of your costs at the date of the invoice (depending upon the billing period indicated within such invoice).

In the event that you disagree with the amount of costs contained within the bill then you have a right to contact us so that we can investigate the matter with a view to resolving your dissatisfaction. This is known as “detailed assessment”. If you are not satisfied with how we deal with the matter informally, you may request a copy of our Complaints Policy to make your dissatisfaction formal and our procedure for a complaint will be invoked.

If you are still not happy with the outcome of our investigations or our proposals to conclude the matter, you can apply to the Senior Courts Costs Office for the Court to consider and assess whether the bill rendered to you is reasonable under Part III of the Solicitors Act 1974 (Section 70). This is a process known as detailed assessment.

In the event that you wish to apply for detailed assessment you must do so within one month of the delivery of our firms invoice to you in order for the Court to grant your application.

In the event that you wish to apply for detailed assessment you should contact the Senior Courts Costs Office at Thomas More Building, Royal Courts of Justice, Strand, London WC2A 2LL, email: scco@justice.gov.uk.

If you are not happy with our service

Townsend Family Law Limited is committed to providing high quality legal advice and client care.

If you are unhappy about any aspect of the service you have received (or about the bill – see previous), please contact the fee earner concerned in the first instance and we will try to deal with your enquiry informally first and, if you remain dissatisfied, you must request our complaints policy so that we can formally investigate what you are unhappy about. If you are not satisfied with our handling of your complaint, you can ask the Legal Ombudsman to consider the complaint although we would hope this would not be necessary. You can visit their website www.legalombudsman.org.uk or telephone 0300 555 0333 or write to them at PO Box 6806, Wolverhampton, WV1 9WJ. 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 ProMediate, contact details as follows: email enquiries@promediate.co.uk, telephone: 0203 6213 908, address: Brow Farm Top Road Frodsham WA6 6SP, website <https://www.promediate.co.uk/contact-us/>. We are proactive in keeping contact details up to date in this regard, but if you are unable to reach them using the details we have provided, please contact us.

Normally, you will have to bring your complaint to the Legal Ombudsman within 6 months of receiving a final response from us about your complaint and 6 years from the date of the act or omission giving rise to the complaint or alternatively 3 years from the date you should reasonably have known there are grounds for complaint (if the act/omission took place before 6 October 2010 or was more than 6 years ago).

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

Any dispute or legal issue arising from our Terms of Business will be determined by the law of England and Wales, and considered exclusively by the English and Welsh courts.

24. 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 online – 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 of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax 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 to:

Townsend Family Law
4 – 6 Darby Drive,
Waltham Abbey,
Essex, EN9 1EQ

Email: info@townsendfamilylaw.co.uk

Tel: 01992 892214

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 e-mail, 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.

25. Conclusion

We are sorry that this letter is so lengthy but we are required to confirm certain information at the outset of the case. If there is anything further you wish us to explain about our professional standards or the basis of our charges, please let us know.

By signing below, you are agreeing to our Terms of Business and the retainer set out in our Client Care/Costs Estimate letter to you.

If you do not sign, date and return one copy of our Terms of Business and Client Care/Costs Estimate letter but you pay funds on account to us, thus instructing us to carry out work on your behalf, we will assume your acceptance to our Terms of Business and any associated documents provided to you (such as our Client Care/Costs Estimate letter).

Signed

Print Full Name

Dated