

CLIENT CARE AND TERMS OF BUSINESS

This is intended to show the Client Care and Terms of Business of Willetts & Co Solicitors Limited, whose head office is 28 Hoghton Street, Southport.

1. RESPONSIBILITY FOR THE WORK

The solicitor who will deal with most of the work is Tracy Willetts however a qualified member of staff may deal with certain aspects.

In the event of a query you should contact Tracy Willetts or her assistant, Mary Ellis who will try to help.

Tracy Willetts is the principal within the firm and she has ultimate responsibility for these matters.

2. CHARGING RATE

Our charges will be calculated mainly by the reference to the time spent by the "fee earner" dealing with this matter. This includes advising, attending on you and others, preparing documents, letters in and out, telephone calls in and out, travelling and waiting time.

In addition to time spent, we may take into account a number of factors which include the complexity of the issues the speed at which action must be taken and the expertise of specialist knowledge that the case requires and if appropriate the values of the property or subject matter involved.

As we have said Mrs Willetts will carry out most of the work in this matter, her charging rate is £265.00 per hour. Letters and telephone calls (incoming and outgoing) are charged at £26.50 each. We will add VAT (if appropriate) to these charges when the work is done. VAT is currently 20%. Any work carried out by her assistant will be charged at £100 per hour.

These charge rates are reviewed annually and if this matter has not been concluded before the next review will take place they may arise. We shall let you know the rates that will apply to work done from then on as soon as they have been sent.

3. ESTIMATE OF OVERALL COSTS

We are unable to give an accurate estimate of the costs at this stage. The amount of work that will have to be undertaken depends upon the time spent and the attitude of the other party and whether or not agreement can be reached at an early stage. To assist you we set out below the range of fees that might be involved:

- (a) If the case is straightforward and agreed £2,500 -£5,000 plus VAT.
- (b) If the case is opposed but settled before full hearing - £3,500 - £20,000 plus VAT
- (c) If the case is opposed but settled shortly before or at the final hearing - £15,000 – £25,000 plus VAT
- (d) Complex and time consuming cases – upward of: £30.000 plus VAT.

In respect of a Divorce Petition, the usual disbursements are Court fees of £550.00 for the originating Petition, and to obtain Decree Absolute.

In respect of an application for Ancillary Relief, the Court fee is currently £255.00, and a valuation of matrimonial home is usually £150.00 to £350.00 plus VAT.

In respect of an Application under the Children Act 1989, the Court fee is currently £215.00. We will of course consult you before incurring any disbursements on your behalf.

Barrister's fees are usually in the region of £1,000.00 to £5,000.00 plus VAT. In complex case they may be more.

Please note that the costs are not limited and they will continue to increase unless you specifically instruct us in writing to stop acting for you.

We confirm that this is private practice and we have fully informed you that we cannot offer access to public funding. We confirm that the implications of this have been fully discussed with you and that you have chosen to instruct this firm on a private basis anyway.

4. TERMS OF BUSINESS

Payment on Account

We require you to make an advance payment on account of disbursements and counsel's fees. This helps to avoid delay in the progress of your case. These may be court fees or the costs of a third party such as a barrister or expert witness. Please note we are under no obligation to act for you should you not comply with such requests.

We undertake time recording in respect of all work done on your matter. At the end of each month we send out a breakdown of the costs incurred to date.

Accounts should be settled within 14 days. Interest will be charged on unpaid bills at 8%. We will send a final bill after the completion of the work.

In the event of a payment not being made we reserve the right to decline to act further and the full amount of the work done up to date will be charged to you.

Payment to Third Parties

There may be occasions during your case when it is necessary for a third party, such as a barrister, an expert witness, or a valuer to be used. You may be requested to pay the third party directly.

5. ORDER FOR COSTS

The costs of the case are complicated and are always at the discretion of the court. However we provide the following guidelines:

Successful Outcome

If you are successful you may get an "order for costs" made in your favour. This means that you would be entitled to the payment of some or all your costs by the other party.

However, this is not guaranteed - even if you are successful you may not get an order for costs.

We must stress that even if an order for costs is made in your favour you are still primarily liable for your own costs if, for example, the other party does not have the ability to pay.

Please note that if your opponent is legally aided you may not recover any costs even if you are successful.

Unsuccessful outcome

It follows that if you are unsuccessful you may get an order for costs made against you.

You are therefore potentially liable to pay all or some of the other party's costs in addition to your own.

6. TERMINATION

You may terminate your instructions to us in writing at any time. We will however be entitled to keep all of your papers and documents while there is money owing to us for our charges and expenses.

As previously mentioned we may decide to stop acting for you if for example you fail to comply with a request for advance payment or if you fail to meet a bill.

7. CHALLENGING A BILL

If you require clarification regarding the final bill you should contact Mrs Willetts who will address the issue. If you remain unsatisfied you may apply to the Court for the bill to be "assessed". This is the process whereby a District Judge assesses the work done and certifies the amount due. You must make the application to the Court at your own cost.

8. COMMUNICATION/COMPLAINT

During the course of the case if there are any matters that concern you please contact the Fee Earner involved in order to have the matter resolved quickly. If you remain concerned the matter will be referred to Mrs Willetts who is the firm's Client Care Manager. Mrs Tracy Willetts will investigate the matter and a prompt response will be made to you. In the event that you are not satisfied with our response, we confirm you are entitled to contact the Legal Ombudsman. The time limit for contacting them is six months. Alternatively, we can arrange for your complaint to be dealt with by a local independent solicitor.

9. PERSONAL DATA

In order to comply with the requirements of the General Data Protections Regulations (GDPR) we are prepared a Privacy Notice, which provides our client with additional information regarding the way this firm collects, stores and utilises your personal data. A full copy of this Notice can be found on our website. Alternatively we will forward hard copy to you upon request.

10. OTHER SERVICES

We provide a specialist service for our clients. As well as family matters, if you need advice regarding and other matters, please let us know and we will assist.

11. AGREEMENT

As confirmation that you would like us to proceed on this basis, we should be grateful if you would sign the enclosed copy sheet and return it to us.

This is an important document; please keep it safe for future reference.

Signed:

Print Name:

WILLETTS & CO SOLICITORS
28 HOGHTON STREET
SOUTHPORT
PR9 0PA

