

Terms and Conditions

1. MY ROLE AND RESPONSIBILITY

I make no warranties or representations of any kind with regard to my advice and suggestions. I am not personally responsible or liable for decisions made by you the client, the Court or other parties. I will make my best endeavours to attend hearings that I have agreed to attend. Please note that my attendance is not confirmed until your payment is cleared. See section 2 below – Fees and Disbursements). If I am unable to attend your hearing, I will recommend/suggest someone suitable to attend in my place.

My attendance at Court implies I will liaise and/or negotiate with other parties and their representatives and other professionals as appropriate. I will make notes, and when appropriate, put forward suggestions to the Judge if permitted to do so, and to you.

I will maintain client confidentiality at all times with two exceptions:

- a) In order to seek advice from professionals on certain aspects of the case to assist you in your case. You will remain anonymous in such situations.
- b) If a child is at risk, I may need to discuss certain aspects of your case with the appropriate authority.

I reserve the right to terminate my services to you at any time and for any reason.

2. FEES and DISBURSEMENTS

My McKenzie Friend hourly fee is £100. I will require you to make a payment (amount to be agreed) in advance of any work carried out on your case. This needs to clear through my account before any work is carried out. Fee quotations for hearings which require up to half a day in court finish at 1pm. Any additional hours at court will be charged at the hourly rate. My minimum fee for attending court is 3.5 hours.

I will charge fees for any work that I do for you to include:

- Any telephone calls/email exchange and document perusal
- preparation of documents, letters, applications.
- Attendance at court, (a minimum of 3.5 hours will be charged unless otherwise agreed)
- Travel time charged at half the hourly rate, unless otherwise agreed.
- Travel and other reasonable expenses

In the event that you have booked me for a multiple-day hearing, and this concludes earlier than listed, I reserve the right to charge a minimum of 3.5 hours' fee for the remaining unattended but booked days.

In the event that subsequent days of the multiple-day hearing are not full days, these will nevertheless be charged as full days if my attendance is required.

Invoice must be settled by the date requested on the invoice.

REMOTE HEARINGS

My minimum fee for assisting at remote hearings is charged at 2.5 hours rather than 3.5 hours for physical attendance at court. This does not include any pre-hearing preparation/work which is charged as in paragraph 2.

ADVOCACY

My fees for advocacy are charged at £150 per hour with a minimum 3.5 for in-person hearings and of 2.5 hours for remote hearings.

3. QUOTATIONS & ESTIMATES

Every effort will be made to provide you with a quotation for the total cost of undertaking the work on your behalf. Except in the most routine cases, it may be difficult to estimate how many hours of work will be required to complete a matter, bearing in mind the variety of circumstances that may arise. However, guidance as to likely costs will be given, where possible, on request. Any estimates given will be based on the information available to me at the time and, although given in good faith, will not be binding. Variations in the instructions given, including requests for additional work or unexpected developments and/or inexperience, incompetence or lack of co-operation on the part of other parties or their advisers may increase costs.

4. SPECIAL FACTORS

Special factors may affect fee rate e.g. (1) complexity or difficulty; (2) skill, labour, specialised knowledge and responsibility; (3) time; (4) number and importance of documents prepared or perused; (5) place and circumstances in which the business or any part is done; (6) urgency, disruption, re-arrangement of other work; (7) work unavoidably undertaken out-of-office hours.

5. CANCELLATION POLICY

In the event you cancel your booking of my services or the court adjourns the hearing within 5 working days of the hearing (excluding weekends and public holidays) there will be no cancellation fee unless I have had to reject other work because of your booking. In the latter case, a fee of 3.5 hours will be applied for in-person hearings and 2.5 hours for remote hearings.

Unused fees held on account will either be transferred to the new hearing date or reimbursed to you, minus any fees for work already carried out and disbursements incurred.

If a multiple-day hearing finishes earlier than listed, I reserve the right to charge a minimum of 3.5 hours for in-person hearings or 2.5 hours for remote hearings per day for the remaining booked days.

Any meetings cancelled without a full 24 hours' notice to me will be charged at the full rate of the meeting, unless exceptional circumstances apply.

6. COMMUNICATION

The most time-efficient way (and therefore cost-efficient way) of working is to receive all the information required at the same time. I require telephone calls to be kept to a minimum and do not work after 6pm Monday – Friday or at weekends unless I have specifically agreed to do so.

7. DATA PROTECTION

I comply with the General Data Protection Regulation (Regulation (EU) 2016/679) (“GDPR”).

8. FORCE MAJEURE:

I will not be liable for any loss or damage arising as a direct or indirect result of the supply of services being prevented, hindered, delayed or rendered uneconomic by reason of circumstances beyond my control, including but not limited to Act of God, war, riot, strike, lock out, trade dispute or labour disturbance, accident, breakdown of machinery, fire, flood, storm or difficulty or increased expense in obtaining information or services of any description.

9. DISCLAIMER OF LIABILITY:

In any event, no liability whatsoever will be accepted on my part, agents or staff where such liability either arises from any instructions or information given by the client or by any third party being incomplete, inaccurate or incorrect; or where such liability is for any indirect, economic or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever or howsoever caused which arise out of or in connection with the services provided by me or for loss of profit, loss of business, loss of data, depletion of goodwill or loss occurring in the normal course of business or otherwise.

10. PROFESSIONAL INDEMNITY, LIMITATIONS ON LIABILITY

No liability for loss (including, but not limited to, damages, costs and interest) to clients or other parties, whether in contract, tort (including negligence) or otherwise will be accepted by the business in relation to any matter in the absence of specific written agreement to the contrary. Professional Indemnity Insurance cover is in place.

11. COMPLAINTS PROCEDURE

If you have a complaint about my service and you are unsatisfied with how I have tried to resolve this with you directly, you may be able to complain through my governing bodies.

I am a Fellow of the Chartered Institute of Legal Executives. Please refer to their website for the complaints' procedure. <https://www.cilex.org.uk/>

I am a solicitor. Please refer to the SRA website <https://www.sra.org.uk/consumers/> for their complaints' procedure.