

Kevin Shearn Family Law Practice Limited

Terms of Business – Fixed Price Appointment

1. Our Aim

We aim to offer our clients quality legal advice with a personal service at a fair cost. We hope it is helpful to you to set out in this statement the basis on which we will provide our professional services. This document and all other correspondence from us are available in large print format upon request. Please let us know if you have any other preferences for the best way that we can communicate with you; any requirements to access services (such as to overcome mobility, hearing or sight difficulties) any requirements of how services are provided, such as documents to be written in clear and simple language or information given face to face or whether you need support from an advocacy service or other speech and language expert or perhaps an interpreter. Please note that some of these services may charge an additional fee for their work.

2. Our Commitment to You

You have been given this document as you have attended an appointment at a fixed fee to provide us with information and for us to provide you with legal advice. We will email you a copy of our advice following the meeting and that is the limit of our current retainer.

We will inform you of your options with regard to any further legal services that would be advisable and tell you about any immediate steps that are essential for you to take to safeguard your position. We will provide you with an estimate of the likely cost to you of any legal services that we recommend.

We will not go on the Court record as acting for you or engage in any ongoing correspondence, telephone or electronic communication with you or any third party following your appointment unless you instruct us on a full retainer in which case we will agree the terms with you and provide you with further terms of business.

3. Office Hours

Office hours are between 9.00am and 5.15pm Monday to Friday. Our reception and telephone are staffed at those times. Because we are a small practice, there may be times when all personnel are occupied with other clients. A voicemail service is available during busy periods and out of office hours.

4. People Responsible for your Work

- 4.1. The joint Director of this Firm, Kevin Shearn is a qualified Solicitor and is a member of the Law Society Children Panel and Family Law Panel (Advanced).

Direct Dial 01823 281220
Mobile 07979 803223
Email kevin@ksflp.co.uk

The joint Director of this Firm, Daisy Bateman is a qualified Solicitor
Direct Dial 01823 281222
Mobile 07753 237097
Email daisy@ksflp.co.uk

Marie Justice is a qualified Solicitor
Direct Dial 01823 281221
Email marie@ksflp.co.uk

Amy Goss is a qualified Solicitor
Direct Dial 01823 281224
Email amy@ksflp.co.uk

Sarah Daw is a Chartered Legal Executive
Direct Dial 01823 281226
Email sarah@ksflp.co.uk

Nichola Baylis is a Law Graduate Paralegal
Direct Dial 01823 281224
Email nichola@ksflp.co.uk

Sarah, Daisy, Marie, and Nichola work under the supervision of Kevin. This range of skills allows us to ensure that we can deal with your work efficiently and effectively.

Alison Luxton provides secretarial support to Kevin. Dianne Lusted provides secretarial support to Daisy & Nichola. Deborah Williams and Debra Hutton provide secretarial support to Sarah and Marie. Chantelle Jones provides secretarial support to Amy. All can be contacted on the main switchboard 01823 256494.

- 4.2. We will tell you who is responsible for your work, and their status. Their contact details are above. If the person you want to contact is not available when you call, there will be an assistant or secretary who will be able to take a message, and who may be able to deal with any query you may have. We will try to avoid changing the people who handle your work, but if this cannot be avoided, we will tell you promptly of any change.
- 4.3. Kevin Shearn is ultimately responsible for the work of all Lawyers in the Practice.

5. Equality and Diversity

The Firm is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees. We will not discriminate in the way we provide our services on the grounds of sex, (including gender reassignment), marital status, sexual orientation, disability, race, colour, religion, age, nationality or ethnic or national backgrounds.

6. Charges and Expenses

- 6.1. We will charge you a fixed fee of £165 plus VAT of £33 for your appointment.
- 6.2. We require you to pay your bill before leaving the building, but this does not affect your right to complain about your bill – see 16.2 below
- 6.3. You may also have a right to object to the bill by making a complaint to the Legal Ombudsman and/or by applying to the court for an assessment of the bill under Part III of the Solicitors' Act 1974

7. Other Parties' Charges and Expenses

- 7.1. In some cases and transactions, you may be entitled to payment of costs by someone else. It is important that you understand that in those circumstances, and particularly in Court cases, the other person may not be required to pay all the charges and expenses that you incur with us. You have to pay our charges and expenses in the first place and any amounts that can be recovered will be a contribution towards them. If the other person is receiving Legal Aid no costs are likely to be recovered
- 7.2. If you are unsuccessful in a Court case, you may be ordered to pay the other party's legal charges and expenses. That money would be payable in addition to our charges and expenses.

8. Storage of Papers and Documents

- 8.1. We will keep an electronic note of our meeting for not less than 7 years. If the matter concerns a child or children under the age of 18, the note will be kept for 7 years or until the 21st birthday of the youngest child. After that we have the right to destroy it.
- 8.2. We do not anticipate storing any papers or papers records of our meeting.

9. Quality Assurance Assessments

We are committed to a policy of continuous improvement in the quality and efficiency of the services we provide to clients. To assist us in achieving this, we may from time to time be subjected to inspection by independent assessors or auditors in connection with quality assurance scheme and those assessors or auditors may wish to inspect records relating to clients. Unless you advise us in writing to the contrary, we will assume that you agree to our permitting an inspection of any record relating to any advice given to you. Any inspection will be on the understanding that the information in the record remains strictly confidential and will not be released by the assessor or auditor to any other person.

10. Offensive Behaviour

We will not tolerate threatening or abusive words or behaviour towards staff at this office and reserve the right to terminate any meeting with you in such circumstances. In such circumstances, we reserve the right to recover from you any outstanding payment that is due under this fixed price agreement.

11. Tax Advice

Some of the advice we provide to you may involve tax implications or necessitate the consideration of tax planning strategies. In such circumstances, we will normally recommend that you seek the advice of a Chartered Accountant.

12. Financial Services

This Firm does not provide any financial services or conduct any investment business. In appropriate circumstances we will refer you to an appropriately authorised Independent Financial Advisor.

13. Conveyancing/Property Services

This Firm specialises in providing advice and assistance in family law. We do not undertake any conveyancing or property services. If your matter concerns negotiations or court proceedings concerning financial and property issues, we will normally refer you to another firm of solicitors should you require any consequential conveyancing or property transaction to be put into effect. Any estimate of fees and expenses that we provide for the family law work that we agree to undertake on your behalf will not include the cost of any conveyancing or property work that you require to put into effect your negotiated settlement or your settlement ordered by the court. You will need to pay separately for this work to the solicitors that you instruct in this regard.

14. Will Writing

We do not undertake any Will Writing Services. If, as a consequence of the work undertaken on your behalf, it is recommended that you write or update an existing Will, we will advise you accordingly and will normally refer you to another firm of solicitors to conduct this aspect of the work on your behalf. Any estimate of fees or expenses that we provide for the family law work that we agree to undertake on your behalf will not include the cost of any will writing services that may be required post settlement. You will need to pay separately for this to the solicitors that you instruct in this regard.

15. Disclosure Requirements

15.1. Confidentiality

15.1.1. Solicitors are under a professional and legal obligation to keep the affairs of the client confidential. This obligation, however, is subject to a statutory exception. Legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the Serious Organised Crime Agency. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a money laundering disclosure.

15.1.2. If while we are advising you, it becomes necessary to make a money laundering disclosure, we may not be able to inform you that a disclosure has been made or of the reasons for it. Where the law permits us to do so, we will tell you about any potential money laundering problem and explain what action we may need to take.

15.1.3. We will also be under a duty to breach client confidentiality if you disclose to us evidence of child abuse that we consider should be reported to Children's Social Care or to the Police. In such circumstances, we will encourage you to make the disclosure yourself. If we have to make the disclosure, we will if possible, without compromising the child protection investigation tell you of the disclosure and provide you with information to enable you to instruct another firm of solicitors.

16. Communication Between You and Us

16.1. We are committed to providing our clients an efficient and effective service at all times. Our clients and our staff are of first importance to us. We hope that you will be pleased with the work we do for you. However, should you be unhappy with any aspect of our service (including our bill), please raise your concern in the first place with the person who is responsible for the matter. If you still have queries or concerns or would simply prefer to discuss them with someone else, please contact Kevin Shearn.

16.2. We maintain a Complaints Policy which is available to you upon request and which will be sent to you in the event that you raise a complaint regarding the level of service that you have received from us. We are committed to high quality legal advice and client care. If you are unhappy about any aspect of the service you have received or about the bill, please contact Kevin Shearn on 01823 256494 or kevin@ksflp.co.uk or by post to our office at The Post House, Church Square, Taunton, TA1 1SA.

Any complaint should be notified within 28 days of the event giving rise to knowledge of the subject matter of the complaint.

We have eight weeks to consider your complaint. If we have not resolved it within this time you may complain to the Legal Ombudsman.

If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman at PO Box 6806, Wolverhampton, WV1 9WJ to consider the complaint. The phone number is 0300 555 0333 and the email address is enquiries@legalombudsman.org.uk. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint or within a year of the act or omission about which you are complaining occurring (or you becoming aware of it).

16.3. What to do if you are unhappy with our behaviour

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](#).

- 16.4. There may also be a right to object to our bill by applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974. If all or any part of our bill remains unpaid, we reserve the right to charge interest.
- 16.5. We will aim to communicate with you by whichever method you may request. We may need to virus check disks or email. Unless you withdraw consent, we will communicate with others when appropriate by email but we cannot be responsible for the security of correspondence and documents sent by email.
- 16.6. Enclosed with these terms is a Privacy Notice setting out your rights and our obligations under the GDPR 2018

17. Limitation of our Liability to You

If you incur any expenses, damages, losses or liabilities whatsoever (including, without limitation, any legal fees) in connection with or arising from the provision of our services or as a result of any advice we have given or have failed to give you, whether as a consequence of negligence or otherwise and our liability to you as a result is established, our aggregate liability to you for an event or series of connected events shall in no circumstances exceed £3 million. If you consider that such a limit is insufficient to cover your potential losses from any negligence or breach of contract on the part of this Firm or its agents, please let us know immediately.

18. Acceptance

- 18.1. These terms apply to any instruction you give us. We may revise our Terms of Business from time to time but in this event, we will notify you of any changes in writing.
- 18.2. Unless we have expressly agreed otherwise, this agreement takes effect from the date of our appointment with you.

Please confirm that you understand and accept these provisions

Signed: _____ **Date:** _____

Print Name: _____

Signed: _____ **Date:** _____

Print Name: _____

Client Ref: _____

Kevin Shearn Family Law Practice Limited

Privacy Notice to Employees and to Clients

Who are we?

Kevin Shearn Family Law Practice Limited is a limited company incorporated in England and Wales under reference number 8853617. We are a “controller” under the General Data Protection Regulation and the Data Protection Act 2018.

Whose data do we hold?

We may hold data about the following people:-

- Employees
- Clients
- Suppliers and service providers
- Advisers, consultants and other professional experts
- Complainants and enquirers

What data will we collect?

We will only collect data from you that is relevant to the matter that we are dealing with. In particular, we may collect the following information from you which is defined as “personal data”:-

- Personal details
- Family, lifestyle and social circumstances
- Financial details
- Business activities

Special Categories

We may also collect information that is referred to as being in a “special category”. This could include:-

- Physical or mental health details
- Racial or ethnic origin
- Religious beliefs or other beliefs of a similar nature
- Criminal convictions
- Sexual orientation

Basis for processing

The basis on which we process your personal detail is one or more of the following:-

- It is necessary for the performance of our contract with you
- It is necessary to comply with a legal obligation
- It is in our legitimate interest to do
- You have given your consent (this can be withdrawn at any time by advising our data privacy manager but does not affect the fact that we will continue to hold your personal details for any or all of the other three categories)

How will we use your data?

We may use your information for the following purposes:-

- Provision of legal services including advising and acting on behalf of our clients
- Proper performance of a contract of employment
- Promotion of our services
- Provision of education to our employees
- Maintaining accounts and records
- Supporting and managing employees

Who will we share your information with?

Under our Code of Conduct there are very strict rules about who we can share your information with and this will normally be limited to other people who will assist with your matter. This may include:-

- Barristers
- The Court and other parties to your proceedings
- Accountants
- The Official Solicitor or your litigation friend
- Court appointed experts including medical experts
- Process servers/enquiry agents
- Healthcare professionals, social and welfare organisations
- Courts and tribunals
- Professional bodies and other outside auditors and assessors including the Law Society, the Solicitors Regulation Authority and the Legal Aid Agency

Where you authorise us we may also disclose your information to your family, associates or representatives and we may also disclose your information to debt collection agencies or to our solicitors if you do not pay our bills.

How long will we keep this information for?

- We will normally keep this information throughout the period of time that we do work for you and afterwards for a period of at least six years as we are required to do so by law and also by the regulations that apply to us. Often in children cases, we will keep the information until the youngest child is 21, particularly where there is an adoption.
- In some cases (for example where we have prepared a Will for you) we may retain your information for a longer period, and we will advise you of this at the time

Transfer to third countries

- We may from time to time transfer your personal data to a country outside the EEA. This might be because of cloud computing
- Normally this will be necessary for the performance of your contract with us or for the exercise or defence of legal claims on your behalf
- Sometimes we may transfer for other reasons and we will ensure that appropriate safeguards are in place at all times

Security arrangements

- We shall ensure that all the information that you provide to us is kept secure using appropriate technical and organisational measures
- We are accredited under the Lexcel Legal Practice Quality Mark
- In the event of a personal data breach we have in place procedures to ensure that effects of such a breach are minimised and shall liaise with the ICO and with you as appropriate

What rights do you have?

You have the following rights under GDPR:-

- Right to be informed
- Right of access
- Right to rectification
- Right to erasure
- Right to restriction of processing
- Right to data portability
- Right to object
- Rights concerning automatic decision-making and profiling

Right of access

- You have a right to see the information that we hold about you
- To access this you need to provide a request in writing to our data privacy manager together with proof of identity
- We will usually process your request free of charge and within 30 days but reserve the right to charge a reasonable administrative fee and to extend the period of time by a further two months if the request is manifestly unfounded or vexatious and/or is very complex

Right to erasure

- You have a right to ask us to erase your personal data in certain cases (details may be found in Article 17 of the GDPR)
- We will deal with your request free of charge and within 30 days but reserve the right to refuse to erase information that we are required to retain by law or regulation or that is required to deal with a complaint or to exercise or defend legal claims
- To exercise your right to erasure please contact our data privacy manager

Data privacy manager and how to complain

- If you are unhappy about how we are using your information or how we have responded to your request then initially you should contact our data privacy manager, Kevin Shearn kevin@ksflp.co.uk
- If your complaint remains unresolved then you can contact the Information Commissioner's Office, details available at www.ico.org.uk