

**TERMS AND CONDITIONS OF BUSINESS**

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## TERMS AND CONDITIONS OF BUSINESS

### 1 OUR AGREEMENT

- 1.1 These Terms of Business including the Appendices and our Letter of Engagement constitute our agreement with you and will govern our relationship in the future.
- 1.2 If there is a conflict between these Terms of Business and the Letter of Engagement, the Letter of Engagement will prevail.
- 1.3 Where we are instructed by two or more clients jointly, it is on the understanding that we are authorised to act on instructions from both or any of them, unless you advise us otherwise in writing.
- 1.4 Where we are instructed by a limited company, it is on the understanding that we are authorised to act on instructions from an employee of the limited company unless we are instructed otherwise in writing.

### 2 OUR WORK

#### 2.1 Special Provisions

- 2.1.1 If you instruct us in connection with the following matters, the contents of the following Appendix will apply:
  - 2.1.1.1 Litigation or Dispute Resolution: Appendix 4
  - 2.1.1.2 Residential Conveyancing: Appendix 5
  - 2.1.1.3 Commercial Recoveries: Appendix 6
  - 2.1.1.4 Employment: Appendix 7
  - 2.1.1.5 Family: Appendix 8
  - 2.1.1.6 Commercial Property: Appendix 9
  - 2.1.1.7 Corporate/Commercial: Appendix 10
  - 2.1.1.8 Private Wealth: Appendix 11

#### 2.2 Tax Advice

- 2.2.1 Except to the extent specifically stated in our Letter of Engagement (as the case may be) we have not nor will we provide tax advice. We would recommend that you consult your tax accountant or consultant for tax advice.

#### 2.3 Investment Advice

- 2.3.1 We are not authorised to offer investment advice. If, while we are acting for you, you need advice on investments, we will have to refer you to someone who is authorised to provide the necessary advice.
- 2.3.2 We will not be responsible for any investment advice provided by any party to whom we introduce you. Your dealings for investment advice will be governed by the terms of business of that party to whom you have been introduced. You are under no obligation to engage the services of any person to whom you are introduced by us for the provision of investment advice.

#### 2.4 Non-English Law

- 2.4.1 We are only qualified and authorised to advise on English law and procedures and any advice given in any matter governed by another country's law and/or procedures cannot be relied upon. You are required to take advice from a lawyer in the relevant country.

## **2.5 Storage and Destruction of Papers and Documents**

- 2.5.1 Your file of papers will be retained in hard copy or electronically for a minimum of six years following conclusion of the retainer (or any such longer period as may be required by the rules of the Financial Conduct Authority, where applicable) on the understanding that we have your authority to destroy it after this period of time. This does not apply to documents or deeds deposited with us for safe custody.
- 2.5.2 We do not normally charge you for retrieving papers or documents from storage if it is in relation to continuing or new instructions. However we reserve the right to make a charge, other than in such circumstances, based upon time spent producing stored papers or documents together with time spent reading, corresponding or other work necessary to comply with your instructions.

## **2.6 E-Mails And Faxes**

- 2.6.1 We are able to communicate with you by e-mail and fax as well as by post. Unless you advise us otherwise, we may from time to time communicate with you by e-mail and fax. Neither we nor you shall have any responsibility or liability to each other where an e-mail or fax is lost, destroyed, intercepted, corrupted or otherwise altered, rendered incomplete or failed to be delivered, except where it has resulted from bad faith or wilful default.

## **2.7 Hours of Business**

- 2.7.1 Our normal hours of opening are between 9.00am to 5.30pm on Monday to Thursday and 9.00am to 5.00pm on Fridays.

# **3 FINANCIAL MATTERS**

## **3.1 Our Fees**

- 3.1.1 Unless we have agreed in our Letter of Engagement a fixed fee, our fees are usually assessed by reference to the amount of professional time spent by our directors and staff. In some matters however other considerations will need to be taken into account such as the complexity of the issues raised, the specialist knowledge provided, the degree of responsibility involved, the urgency of the matter and the speed with which it is dealt with, the time and place the business was transacted, the amount or values involved and the results achieved.
- 3.1.2 Time will include: all time spent on your case including meetings with you and perhaps others and recording the same, any time spent travelling, considering and preparing documents, preparation of any detailed costs calculations, correspondence and making and receiving telephone calls and recording the same.
- 3.1.3 Time will be charged in minimum units of 1/10th of an hour based on the hourly rate(s) which will be identified to you. Our rates may be varied on one month's notice in writing to you to take account of changes in our overhead costs.
- 3.1.4 Photocopying in excess of 15 sheets may be charged as an additional expense at the rate of 10p per sheet.
- 3.1.5 We reserve the right to charge for the time spent in answering requests for information in connection with the preparation of a limited company's or limited liability partnership's annual financial statements.

- 3.1.6 If we are required to electronically transfer money to you or a third party, we will charge an additional fee to cover our costs for setting up and arranging this payment. This additional fee represents profit costs and is charged as an administration fee rather than a disbursement.

Our total charge for effecting a CHAPS payment is £30.00 plus VAT which includes the administration fee referred to above.

- 3.1.7 If you require, we will advise you when fees reach a certain level. You may also set a limit on the level of charges which may be incurred without further reference to you.
- 3.1.8 We are registered for Value Added Tax (VAT) under registration number GB 794 4753 79. VAT will be added to our fees at the prevailing rate.
- 3.1.9 We will in each case deliver a VAT invoice addressed to the client for whom we have performed the service. Where a third party is to pay our fees the third party will not usually be able to recover the VAT element.
- 3.1.10 In order to comply with our professional and statutory obligations, our policy is to check our individual client's identity electronically as well as requesting hard copy evidence of the same. We use a company called SmartSearch to carry out the same at a cost of £15 plus VAT per name for individuals. Charges for entity clients will vary. Please see clause 5.6 – Money Laundering below.

### **3.2 Insurance Cover For Legal Expenses**

- 3.2.1 You may have legal expenses insurance either as an extension to a motor insurance policy, a home contents policy or specialist legal expenses insurance. Please check all your policies of insurance, if necessary contacting the insurer, to ascertain whether you have legal expenses insurance that will cover the costs of your case. If you have insurance of that nature, your legal expenses insurers may agree to our being instructed on your behalf but that is not always the case. We shall be pleased to negotiate with your legal expenses insurers on your behalf.

### **3.3 Expenses**

- 3.3.1 We will charge you for any expenses which we incur in carrying out your instructions, including any expenses incurred in verifying your identity. Wherever possible we will notify you in advance and get your authority before incurring any significant amounts. These will be invoiced to you at cost (together with VAT where applicable) and invoices for expenses are payable on receipt.

### **3.4 Estimates**

- 3.4.1 Any estimate given for work to be carried out is not intended to be fixed unless it is expressly stated as such. In the absence of such a statement it will be our best estimate of likely cost based upon the facts known at the time of providing the estimate

### **3.5 Payment On Account and Invoices**

- 3.5.1 We reserve the right to request payments on account of fees and expenses.
- 3.5.2 Unless otherwise agreed in writing bills will be delivered monthly and are payable within 14 days of delivery.
- 3.5.3 We are unable to accept payment of our fees by instalments unless we agree with you that:
- 3.5.3.1 those fees are payable by no more than 12 instalments within no more than 12 months; and
  - 3.5.3.2 no interest or other charges are added to the sums due.

- 3.5.4 In the event of payment of bills being outside our payment terms, interest will be due on outstanding invoices from the date of delivery at the rate payable on Judgment debts (currently 8% per annum). This will be charged on a daily basis.
- 3.5.5 When we receive instructions from, or on behalf of, more than one person or company to deal with any particular matter, each person or company for whom we are acting will be separately responsible for payment of the full amount of our fees and expenses.
- 3.5.6 Money held by us on your behalf may be taken by us in payment or part payment of our invoices whether overdue or not.
- 3.5.7 Unless otherwise agreed you remain liable for payment of our fees and expenses whatever the outcome.
- 3.5.8 We accept payment by credit or debit card, but as you will have already received our services before payment is made, we do not offer a refund or cancellation policy.

### **3.6 Client Money**

- 3.6.1 In accordance with the Solicitors Regulation Authority's Accounts Rules, we are required to account to our clients for a fair sum of interest on any client money held by us on their behalf.
- 3.6.2 Our objective is to account to clients or other relevant people for whom we hold monies, a sum in lieu of interest on a fair and reasonable basis.
- 3.6.3 When we receive money from or on behalf of a client, it will be paid into a general client account with Handelsbanken who are our primary bankers.
- 3.6.4 The firm does not pay the full rate of interest that it earns on general client funds as this is an enhanced rate that we can secure from holding large levels of client funds in aggregate.
- 3.6.5 In determining the period over which interest is to be calculated we will accrue interest on cleared funds from the day following receipt, and for uncleared funds seven days after receipt in our general client bank account of the firm.
- 3.6.6 In the event that the calculated total interest due to the client on a specific matter is less than £50 then no interest will be payable to the client, as it is considered that such a sum may be reasonably retained by the firm to cover the administrative cost of managing client funds.
- 3.6.7 We will generally calculate and pay interest on a quarterly basis.
- 3.6.8 The rate of interest the firm pays fluctuates depending upon the rate the firm can secure from its bankers. This will change at the same time as the Bank of England.
- 3.6.9 This interest policy, including the de minimis limit of £50, will be reviewed periodically, particularly if changes are made to the Bank of England's Base Rate.
- 3.6.10 Clients may contract out of receiving interest by signing a written agreement with the instructed solicitor, who must ensure that the client has been provided with sufficient information at the outset of the matter to enable them to give informed consent.
- 3.6.11 Complaints about either this interest policy and/or the amount of interest paid will be dealt with under our Complaints Policy which is published on our website. If this does not result in a satisfactory resolution, then clients may refer the matter to the Legal Ombudsman.

### **3.7 Financial Services Compensation Scheme (FSCS)**

- 3.7.1 In the event of a banking failure it is unlikely that this Firm would be held liable for any losses of client account money. If a corporate body client is not considered a small company by FSCS, then they will not be eligible for compensation.
- 3.7.2 We currently hold client account funds with Handelsbanken. The £120,000 FSCS limit will apply to each individual client so if you hold other personal monies in the same bank as our client account, the limit remains £120,000 in total. It may be advisable to check with your own bank as some banks now trade under different trading names.
- 3.7.3 However, with effect from 3 July 2015, the FSCS provided a £1.4million (£1,400,000) protection limit for temporary high balances held with a bank, building society or credit union if it fails. Further details relating to what constitutes a temporary high balance and the rules relating to the protection may be found at [www.fscs.org.uk](http://www.fscs.org.uk)
- 3.7.4 In the event of a banking failure you agree to this Firm disclosing details to the FSCS.

## 4 LIABILITY

### 4.1 Our Liability

- 4.1.1 Subject to the remaining provisions of this clause, our total liability for any claims, demands and costs arising in connection with the performance or contemplated performance of our services will be limited to the amount specified in our Letter of Engagement, which will not be less than the minimum amount of cover prescribed for us by the Solicitors Regulation Authority. If no amount is specified, our maximum liability will be limited to £3 million pounds (three million pounds) or such larger sum as may from time to time be the minimum level of cover prescribed for us by the Solicitors Regulation Authority. You accept that this represents a reasonable limitation of liability, reflecting as it does modern commercial practice and the fact that we are obliged to carry professional indemnity insurance cover of no less than the minimum cover required by the Solicitors Regulation Authority from time to time.
- 4.1.2 Our liability will also be limited to a just and equitable proportion of the total loss having regard to the extent of your responsibility and that of any other party regardless of ability to pay. In no event will we be liable for any indirect or consequential loss, or for any loss of profits or opportunity.
- 4.1.3 Whilst we accept that when advising you or providing legal services we must take reasonable care, however, we are dependent on you providing us with accurate instructions and complete documentation in good time. In the event that you fail to do this, we will not be held responsible for losses caused as a result.
- 4.1.4 Our advice may involve us in expressing an opinion as to accepting a commercial or legal risk. Where this is the case you accept that this is an expression of opinion and not a statement of fact. Any subsequent decision made by you must remain your responsibility.
- 4.1.5 We shall not be liable to you or any third party for any loss or damage suffered or incurred by you or any other person as a consequence of any action taken or not taken by us in good faith with a view to complying with any obligations we reasonably and in good faith believe are imposed on us by any anti-money laundering or other applicable legislation.
- 4.1.6 Advice given by us in the course of a matter is provided to you and you alone and only in relation to the particular circumstances of your instructions. We do not accept any liability for the use of any such advice by any other person without our express prior written consent.
- 4.1.7 Nothing in these terms shall operate to limit our liability for any matter for which we are unable to exclude or limit our liability by operation of law. In particular we cannot and do not limit our liability for death or personal injury caused by our negligence.

4.1.8 If any part of this clause is held to be ineffective the remainder of this clause shall continue to apply.

4.1.9 Please ask if you would like us to explain any of the terms above.

#### **4.2 Your Liability**

4.2.1 You agree to indemnify us against any claims, liability or expense which we incur or are legally obliged to pay as a result of acting for you, except to the extent that such liability or expenses is caused by our negligence, fraud or reckless disregard of our professional obligations.

#### **4.3 Our Professional Indemnity Insurance**

4.3.1 We have in place a professional indemnity insurance policy which complies with the requirements of the SRA Indemnity Insurance Rules which are part of the SRA Standards and Regulations 2019. This insurance covers both legal and financial service aspects of our work. The current co-insurers of this policy are QBE Insurance (Europe) Limited and Allianz Global Corporate & Specialty SE who can be contacted via Howden Group, Legal Practices Group, One Creechurch Place, London EC3A 5AF. The territorial coverage of the policy is worldwide. You consent to waive privilege and disclose information and documentation to our insurers. If you do not agree with this, please let us know immediately.

#### **4.4 Law Link**

4.4.1 We are a member of Law Link, a grouping of independent law firms. We are not responsible for the services provided by any member of Law Link, who will agree their own terms of engagement with you.

## **5 REGULATION AND ACCREDITATION**

### **5.1 The Financial Conduct Authority**

#### **5.1.1 Insurance Mediation**

5.1.1.1 We are authorised by the Financial Conduct Authority to carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Financial Conduct Authority.

5.1.1.2 Legal indemnity insurance is obtained by our conveyancing department in order to offer protection to a buyer (and in most cases a lender) where there is a defect in the title which cannot be resolved either quickly or at all.

5.1.1.3 We do not hold any voting rights or capital, either directly or indirectly, on any insurance undertaking that would represent 10% or more of those voting rights or capital. Neither does any insurance undertaking nor parent company hold any voting rights or capital in this Firm.

5.1.1.4 Where a policy is required, our conveyancer will find and arrange a suitable policy for you. We are under no contractual obligations to arrange policies exclusively with one or more insurer, however we will not necessarily advise on the basis of a fair analysis of the market.

#### **5.1.2 Debt Collection**

5.1.2.1 We are authorised by the Financial Conduct Authority to carry out debt collection activities in respect of agreements regulated by the Consumer Credit Act 1974.

### 5.1.3 Quality of Service

- 5.1.3.1 It is our aim to provide you at all times with a high quality of service and we are committed to improving our client services. If you believe that our service to you could be improved or you are dissatisfied with any aspect of our service please raise the matter immediately with the person handling your case in the first instance, and, if you still feel that the matter has not been satisfactorily resolved, please raise it with Richard Gwynne, the head of our commercial recoveries department, who can be contacted at the Banbury address, via the general telephone number or at [rgwynne@Se-solicitors.co.uk](mailto:rgwynne@Se-solicitors.co.uk). Any complaint will be investigated promptly and in line with the complaints procedure (available on request) and we will endeavour to provide a final response within 8 weeks. This complaint route is also available to customers and debtors of our creditor-clients.
- 5.1.3.2 If you are not satisfied with our response, you may complain in writing or by email to the Financial Ombudsman Service. Its contact details are Exchange Tower, Harbour Exchange Square, London, E14 9SR, online at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or telephone on 0800 0234567. Normally, you will, need to bring a complaint to the Financial Ombudsman Service within six months of receiving a final written response from us about your complaint. For more information on the Financial Ombudsman Service please visit [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

## 5.2 The Solicitors Regulation Authority

- 5.2.1 It is our aim to provide you at all times with a high quality of service.
- 5.2.2 If you are not satisfied with our service we need you to tell us about it, and we will deal with your complaint in accordance with our Complaints Policy which is [available on our website here](#). If you would prefer a paper copy, please let us know and we will provide one.

## 5.3 External Assessment

- 5.3.1 We need to disclose some of our files from time to time to the Law Society and SRA auditors. They will be bound by confidentiality obligations. Please let us know immediately if you object to your file being disclosed to them.

## 5.4 The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

- 5.4.1 If you are an individual (as opposed to a corporate body) and instruct us for purposes wholly or mainly outside your trade, business, craft or profession and 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 on-line – ie: 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) and the contract was entered into on or after 14 June 2014, you may have the right to cancel our contract with you within 14 calendar days of the contract being concluded without giving any reason and without incurring any liability.
- 5.4.2 This cancellation period will expire after 14 calendar days from the day of the conclusion of the contract.
- 5.4.3 To exercise your right to cancel, you must inform us at the address, fax number or email address set out in our Letter of Engagement (or alternatively at our address or fax number set out in clause 1.1) of your decision to cancel this contract by a clear statement (e.g.: a letter sent by post, fax or email). You may use the model cancellation form set out on the last page of these Terms and Conditions, but it is not obligatory. To meet the cancellation deadline, you must send your communication

concerning your exercise of the right to cancel before the cancellation period has expired.

- 5.4.4 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 email, post or fax to enable us to do so. By signing and returning our engagement 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 to pay to us an amount of our reasonable charges which are in proportion to what has been performed until you have communicated to us your cancellation from this contract, in comparison with the full coverage of the contract. However, if you consent to work to commence then you will lose the right to cancel the contract if the contract has been fully performed by the time the notice of cancellation is received by us. Unless you make an express request for us to commence work within the 14 day period (i.e. by signing and returning the engagement letter) we will not be able to undertake any work during that period.
- 5.4.5 We advise specifically otherwise, our retainer is likely to last more than 30 days.
- 5.4.6 If we have been instructed to act for you otherwise than as described in clause 5.4.1 you will have no right of cancellation; although you would be entitled to terminate our retainer as mentioned in clause 6.1.

## 5.5 Equality And Diversity

- 5.5.1 We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

## 5.6 Money Laundering

- 5.6.1 The Proceeds of Crime Act 2002, the MLR 2017 Regulations and the MLR 2019 Regulations impose regulatory requirements on solicitors to combat money laundering. In brief, this includes concealing or handling the proceeds of any crime, including for example tax evasion as well as drug trafficking and terrorism.
- 5.6.2 With certain exceptions we must have proof of identity and the address from every client before we commence a transaction on his or her behalf.
- 5.6.3 We additionally use an electronic identity checking service, SmartSearch, to assist with satisfying our legal requirements. SmartSearch checks various national and international databases, including Fraud, Anti Terrorism and Politically Exposed Persons including the Electoral Roll. The fact that we have made the enquiry will be recorded with the credit reference agency but it is only visible to yourself and does not affect your ability to get credit in the future. We charge a fee of £15 plus VAT per name for searches on individuals.
- 5.6.4 In the case of companies, we need full company name and any trading names if different, registered number, address of registered office and brief information about the company's trade, and personal information as above concerning the person instructing, directors and main shareholders of the company. We will perform SmartSearch checks as above on the person instructing, directors and/or main shareholders as we deem necessary. In the case of other organisations we may need further information. Charges for searches on entity clients vary according to their geographical location and should be detailed in your Letter of Engagement
- 5.6.5 Please do not send us any funds unless we have specifically requested them, until the identification procedures have been carried out. If clients circumvent this policy by depositing cash direct with our bank we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds.**

## 5.7 Data Protection

5.7.1 Please see our Data Protection Notice for Clients which is [available on our website here](#). If you would prefer a paper copy, please let us know and we will provide one.

### 5.7.2 Telephone calls will be recorded or monitored to assist in improving our services and to help detect fraud

## 6 TERMINATION AND SUSPENSION OF SERVICE

6.1 You may terminate your instructions to us in writing at any time, unless agreed otherwise in our Letter of Engagement.

6.2 We may decide to suspend our service or stop acting for you only where we have good reason to do so, for example if:

6.2.1 any of our invoices are unpaid or any sums requested to be paid on account are not paid in accordance with our Terms & Conditions;

6.2.2 we cannot continue to act without being in breach of rules of professional conduct or other regulatory rules or legislation which we are bound by;

6.2.3 we are unable to obtain clear instructions from you; or

6.2.4 for any reason there has been a serious breakdown in confidence between us.

6.3 We must give you reasonable notice that we will stop acting for you.

6.4 If our instructions are terminated we are entitled by law to retain your papers and documents if there is any money owing to us or there is any liability outstanding for which we remain without recourse.

6.5 If court proceedings are in progress we will be obliged to obtain the permission of the court before we officially stop acting for you unless you consent. We reserve the right to recover from you the costs of any application we have to make to the court.

6.6 In the event of termination a final invoice will be delivered which is payable upon receipt.

## 7 GENERAL

### 7.1 Copyright

7.1.1 We retain copyright in documents prepared by us but where documents are prepared for your use, we grant you an irrevocable, royalty free licence to use those documents for the purpose for which they were prepared.

### 7.2 Law

7.2.1 These terms of business and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and English and Welsh courts will have exclusive jurisdiction over such dispute or claim.

### 7.3 Service Questionnaires

7.3.1 A short questionnaire may be sent to you shortly after completion of your matter. If you do not wish to receive this questionnaire, please contact us and let us know.

## 8 SPRATT ENDICOTT LIMITED

- 8.1 For the purposes of these terms and conditions of business the terms “SE”, “SE Solicitors”, “Spratt Endicott”, “Spratt Endicott Solicitors”, (all of which are trading names of Spratt Endicott Limited), the “firm”, the “company”, “we”, “us” or “our” means or refers to Spratt Endicott Limited, which is a private company registered in England and Wales with limited liability under company number 08030343 whose registered office address at 52-54 The Green, Banbury, Oxfordshire, OX16 9AB. Our main fax number is 01295 204010 and our email address is enquiries@se-solicitors.co.uk. We practise as solicitors and our professional registration is available at [www.lawsociety.org.uk](http://www.lawsociety.org.uk)
- 8.2 We are authorised and regulated by the Solicitors Regulation Authority under SRA number 608169 whose contact details are: The Cube, 199 Wharfside Street, Birmingham, B1 1RN. Telephone 0370 606 2555. Our professional rules and Code of Conduct can be accessed from the Solicitors Regulation Authority Website <http://www.sra.org.uk>
- 8.3 We are authorised and regulated by the Financial Conduct Authority (FCA) to carry out insurance mediation work and debt collection activities in respect of agreements regulated by the Consumer Credit Act 1974 and. Details of our FCA registration can be found at <https://register.fca.org.uk/s/>. Our FCA reference number is 709546. The FCA can be contacted at 25 The North Colonnade, London E14 5HS. Telephone 0800 111 6768 (freephone) or 0300 500 8082 from the UK
- 8.4 We use the word “director” to refer to a statutory director of SE Solicitors and certain senior employees. A list of the statutory directors and shareholders is available for inspection at our registered office.
- 8.5 You acknowledge that you are instructing Spratt Endicott Limited, as a limited liability company. Any advice given to you by an individual director, employee, associate or consultant is done so on behalf of Spratt Endicott Limited and not in his or her individual capacity. Each and every director, employee, associate or consultant of Spratt Endicott Limited shall be entitled to the benefit of this provision under the Contracts (Rights of Third Parties) Act 1999. If a director, employee, associate or consultant of Spratt Endicott Limited signs in their own name any letter contract or other document in the course of carrying out his work then they do so on behalf of Spratt Endicott Limited without assuming any personal legal liability for the letter, contract or document

**APPENDIX 1 – CONSUMER CANCELLATION****NOTICE OF RIGHT TO CANCEL  
THE CONSUMER CONTRACTS (INFORMATION, CANCELLATION  
AND ADDITIONAL CHARGES) REGULATIONS 2013**

If your contract with us is a distance contract or an off-premises contract within the meaning of the above regulations, then you have the right to cancel this contract within 14 days without giving reason. This is called the cancellation period.

To exercise the 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, a fax or an e-mail).

You may also use the model cancellation form set out below, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

**Effects of Cancellation:**

If you requested to begin performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation from this contract, in comparison with the full coverage of the contract.

**CANCELLATION FORM**

To: SE-Solicitors trading name of Spratt Endicott Limited  
52-54 The Green  
Banbury  
Oxon. OX16 9AB

Email: [enquiries@se-solicitors.co.uk](mailto:enquiries@se-solicitors.co.uk)

Fax: 01295 204010

I/We (\*) hereby give notice that I/We (\*) cancel my/our (\*) contract for the supply of the following services (\*),

Order/File No:

Name: .....

Address: .....

.....

.....

Signature: .....

Date: .....

(\*) Delete as appropriate

You can return this form by:

Post to: SE-Solicitors Limited, 52-54 The Green, Banbury, Oxon, OX16 9AB  
E mail to: [enquiries@se-solicitors.co.uk](mailto:enquiries@se-solicitors.co.uk)  
Fax to: 01295 204010

**APPENDIX 2 – DATA PROTECTION NOTICE – Please see below**

Our Data Protection Notice is no longer reproduced here but is [available on our website here](#).

If you would prefer a paper copy, please let us know and we will provide one.

**APPENDIX 3 – COMPLAINTS POLICY – Please see below**

Our Complaints Policy is no longer reproduced here but is [available on our website here](#).

If you would prefer a paper copy, please let us know and we will provide one.

## APPENDIX 4 – LITIGATION

### 1. Disclosure of Evidence in Litigation

- 1.1. In most proceedings, there will come a stage at which parties have to provide disclosure of documents. It is therefore important that you are aware of your obligations concerning disclosure of evidence in litigation and understand that the duty to preserve documents applies from the very outset of the dispute.
- 1.2. Disclosure of documents involves providing your opponent all documents which are or have been in your possession, custody or control and whether they support or hinder your case.
- 1.3. The word “documents” includes not just paper writing such as correspondence, notes, memoranda, etc, but extends to anything upon which evidence or information is recorded, such as microfilms and electronic documents.
- 1.4. Electronic document means any document held in electronic form and includes for example emails, text messages, tape and voicemail recordings and computer databases. It includes documents stored on portable devices such as mobile phones and memory sticks and documents which can be found on servers and back-up systems including documents that have been deleted. It further includes the additional information stored and associated with electronic documents known as “metadata”. You need to consider carefully where electronic documents may be held.
- 1.5. You are under an obligation to preserve documents which relate to the issues in the litigation and must take care that they are not destroyed. In respect of electronic documents, this means that you must take care to preserve documents which would otherwise be deleted in accordance with a document retention policy or in the ordinary course of business. Email accounts of any relevant employees need to remain accessible upon their departure. Please make immediate arrangements for the safe keeping and preservation of all documents, including those which may become available in the future
- 1.6. It is important that no future documents are created about the issues concerning your dispute which will adversely affect your case and may have to be disclosed. You should make sure that all relevant employees are made aware of this. If you require any further advice on this, then please let us know.
- 1.7. You may be excused from disclosing certain documents e.g. letters to and from your lawyers if they can be described as “privileged”. The question of whether a particular document is privileged or not is a technical one. You should therefore provide us with all documents for us to determine whether they are privileged or not. You should also ensure that documents which may have to be disclosed are not annotated or marked from now on. However, you must not cover up or rub out any markings already on the documents.
- 1.8. If your matter falls within standard disclosure, then you will be required to make a reasonable and proportionate search for documents. If your matter is subject to the rules concerning disclosure set out in the Disclosure Pilot scheme, then we will write to you separately with information about how disclosure is dealt with under these rules.
- 1.9. Disclosure is a continuing obligation. After the formal disclosure stage, all relevant documents must be disclosed, whenever they come into a party’s possession.
- 1.10. The obligation of disclosure is a very onerous one and severe penalties including fines and/or imprisonment in cases of deliberate non-disclosure are imposed by the court where necessary. If you need further explanation about disclosure, then please do not hesitate to contact us.

### 2. Duration and outcome

- 2.1. It is difficult to say with certainty how long a dispute will take to resolve. The length of time is dependent on a number of factors, including the complexity of the dispute, the court’s availability and your opponent’s (un)willingness to settle.
- 2.2. It is also difficult to predict the outcome with certainty. Whilst we will provide you with advice on the merits of your case and the likely chance of success, a successful outcome can never be guaranteed. Furthermore, the merits of a case can change after disclosure, the provision of an expert report or witness evidence.

- 2.3. Whilst we can assist you in assessing whether your opponent is able to make payment should you obtain judgment, there is always a risk that you obtain judgment, but your opponent cannot pay.
- 2.4. It is for you to weigh up the benefits of pursuing or defending a claim against the (cost) risks of the litigation.

### 3. Costs

- 3.1. The basis on which we charge fees is set out in our letter of engagement and clause 3 of our terms of business.
- 3.2. We will provide cost estimates for your dispute, but given the uncertain nature of litigation, and the areas outside our control, such as the court's availability and your opponent's response to the litigation, it is difficult to predict the costs accurately, particularly at the early stages of a dispute.
- 3.3. Payment of our fees, which we charge on a time-cost basis, and of expenses incurred by us on your behalf (such as court fees, the costs of barristers, mediators, and expert witnesses) is your responsibility as your matter progresses. .
- 3.4. Where the court allocates a claim to the small claims track (the litigation track for claims of £10,000 or less), each party has to bear their own legal costs. Only in exceptional circumstances, will the court make a costs order in small claims proceedings.
- 3.5. In respect of other claims, the court will ordinarily order the losing party to pay the winning party's costs. If a party withdraws from court proceedings, then their opponent will also be entitled to an order for payment of their costs.
- 3.6. It is therefore important that you understand that losing your case means that you are not only liable to pay our costs, but will also be ordered to pay your opponent's costs.
- 3.7. It also important that you understand that winning your case does necessarily mean that you will recover all of your legal costs.
- 3.8. In respect of claims allocated to the fast track or the intermediate track the amount of costs that the losing (or withdrawing) party has to pay are fixed amounts.
  - 3.8.1. These fixed costs are not only determined by reference to whether the claim is allocated to the fast track (a litigation track for claims between £10,001 - £25,000) or the intermediate track (a litigation track for claims between £25,001 and £100,000) but is also linked to the complexity band to which the claims are assigned within these two litigation tracks.
  - 3.8.2. These fixed costs may not cover all our time-costs and you will be liable for the difference.
  - 3.8.3. However, should your matter be allocated to the fast or intermediate track and the amount of fixed costs which your opponent is ordered to pay exceeds our time-costs, then we will be entitled to charge you additional fees to bring the total amount of our fees in line with the amount of fixed costs your opponent is ordered to pay.
- 3.9. For claims allocated to the multi-track (the litigation track for claims which are not suitable for any other track), the maximum amount of cost the losing (or withdrawing) party has to pay is limited by the cost budget set by the court within the proceedings. The amount of costs actually payable, will either be agreed between the parties or assessed by the court. When the court assesses costs, it decides what proportion of the winning party's costs is a reasonable amount for the losing party to pay. In making this decision, the court will look at a number of factors affecting the case and in particular the conduct of the parties and whether the costs have been reasonably and properly incurred and are proportionate to the issues in dispute.
- 3.10. If you succeed in your action against a party in receipt of Community Legal Service Funding, it is unlikely that you will be able to recover any of your costs.
- 3.11. Only in exceptional cases will costs orders be made against unsuccessful parties in proceedings before Tribunals and in these cases you should assume there will be no recovery of your costs, even if you are successful.

- 3.12. If action is needed to obtain payment under a costs order from your opponent, then you will be responsible for our charges and expenses in respect of such action.

#### **4. Legal Expenses Insurance**

- 4.1. We recommend that you check whether you have legal expenses insurance either as an extension to a motor insurance policy, a home contents policy or specialist legal expenses insurance and, if so, whether or not your dispute is covered by the insurance.
- 4.2. If you have legal expenses insurance then your legal expenses insurers may agree to fund your dispute, but this is not always the case. If you have legal expenses insurance, then you must contact your insurer immediately, as insurers will not usually cover our fees until they have accepted your claim and agreed to nominate us as their solicitors. You will still be responsible for our costs in any event and if for any reason your insurer refuses to pay our costs then you will be required to pay the same.
- 4.3. Please note that insurers rarely pay bills before completion of the case. Whilst we will try to agree interim payments with your insurer, if they refuse we must reserve the right to send interim invoices to you direct.
- 4.4. It is sometimes possible to acquire "after the event" insurance, which will cover disbursements such as court fees, barrister's and expert's fees and any order that you must pay your opponent's costs. Please let us know if you would like us to make further enquiries on your behalf.

#### **5. Conduct of Proceedings**

- 5.1. The rules which govern the conduct of court proceedings in England & Wales are set out in the Civil Procedure Rules 1998 ("CPR"). The emphasis of the CPR is for parties to resolve their dispute at an early stage and through settlement, with a trial being the last resort.
- 5.2. The CPR creates duties for both us as your solicitors and you as our client. The key obligations are set out below.
- 5.3. We must:
  - 5.3.1. Work in your best interests to obtain the best results within the duty we owe to the court and our Professional Conduct Rules.
  - 5.3.2. Give best advice about the consequences of litigation or any step in the proceedings.
  - 5.3.3. Give you best advice about offers of settlement and advise you whether to make such an offer.
  - 5.3.4. Give you the best information we can about the cost of the proceedings and update you periodically.
  - 5.3.5. Advise you of the result of court hearings as soon as practicable and within 7 days of an adverse costs order being made against you.
  - 5.3.6. Provide management details of the timetable laid down by the court and any directions the court requires you to comply with and to explain in practical terms how you should react.
- 5.4. You must:
  - 5.4.1. From the beginning make a search for and provide us with all material information and documents or other evidence about the dispute.
  - 5.4.2. Help us to provide information at an early stage to prevent the need to issue proceedings.
  - 5.4.3. Make enquiries within your organisation or ask us to do so, so that the truth and accuracy of your claim can be verified.
  - 5.4.4. Preserve all records of whatever nature relating to any issues in the case.
  - 5.4.5. Provide us as soon as possible with details of what you want to achieve in the case.
  - 5.4.6. Help us to obtain the co-operation and support of others who may have information or documents that are necessary for the case.

- 5.4.7. Provide the necessary instructions, payments on account and documents, to enable us to meet the deadlines which are agreed between the parties or ordered by the court. In this respect it is important that you understand that if a deadline is missed, it may not be able to obtain relief from sanctions, and that consequently your claim or defence may be struck out. The striking out of a claim or defence brings the proceedings to an end and may result in an order for defaulting party to pay their opponent's costs.
  - 5.4.8. Attend with us at Court proceedings or at a mediation or other form of dispute resolution process if requested.
  - 5.4.9. Let us know your availability when fixing court hearings and to let us know if you or anyone upon whom your case depends is no longer available.
  - 5.4.10. Pay court fees, sums ordered by the court to be paid or sums on account of costs and/or interim bills on time.
- 5.5. If the court is not satisfied that either we or you have complied with the CPR, it has the power to make costs awards against both of us. To avoid this potential risk and to take full advantage of the CPR, working together is essential for a successful outcome and to discharge our respective duties to the court, each other and other parties.

## APPENDIX 5 – RESIDENTIAL PROPERTY

### 1. Faster Payments

- 1.1. Please note that we do not recommend that you send large sums of monies to ourselves via the Faster Payments banking system. Unfortunately, due to the nature of this process if monies are sent to an incorrect sort code or account in error, then the name on the bank account is not checked and therefore the money could be deposited in a genuine, but incorrect, bank account. Getting this monies returned can then be a difficult and time consuming procedure. Even though there may be a cost levied by your bank, we advise that you use the CHAPS service which is secure and is received the same day.
- 1.2. If you do choose to send large amounts of money by faster payments please note that splitting a large amount into several separate payments will, unfortunately, incur an administration charge of £50 + VAT due to the amount of work involved in collating them. If we receive five or more payments at the same time this charge will be levied on your final bill.

### 2. Acting For Your Lender

- 2.1. If we are also acting for your proposed lender in the transaction, we have a duty to fully reveal to your lender all relevant facts which we believe may be relevant to their decision whether or not to lend to you. This includes:-
  - 2.1.1. any differences between your mortgage/loan application and information we receive during the transaction;
  - 2.1.2. details of any back to back arrangements including any cash back payments or discount schemes that a seller is giving you.
- 2.2. Please note that some lenders use third party panel management portals/websites as means to notify us of their instructions and/or mortgage offers. In these cases there may be a charge levied by the panel manager for this service. These charges can vary between £12 + VAT to £35 + VAT depending on the panel manager. However, until we are aware of whom the mortgage is with, we may not know that this charge is applicable till some way through your purchase and, if it is, what the charge will be. If a charge is applicable this will be detailed on your completion statement as a disbursement.

### 3. Completion Dates

- 3.1. Clients understandably want as much notice of completion dates as possible but unfortunately until contracts are exchanged no one is legally bound. Clients who “jump the gun”, especially with the booking of removals, can be caught out if there is a last minute hitch. We will always work to your preferred dates but you must understand that there may be unavoidable problems that often do not appear until just before we exchange contracts on your behalf.

### 4. Lawyer Verification Check

- 4.1. In order to protect both you and your lender, our policy is to check the identity of your seller’s conveyancer using Lawyer Checker at a cost of £18 + VAT (effective 1 Oct 2022 onwards). Unfortunately, criminals aren’t only stealing the identities of individuals; there are a number of cases where criminals are stealing the identities of legitimate legal firms in order to steal house purchase funds and we want to protect you from this threat.
- 4.2. Lawyer Checker allows us to check the account details of the seller’s conveyancer’s firm against a database of previous conveyancing transactions. The results provided by the service will help us to better assess the risk associated with sending your money.
- 4.3. Unless you specifically authorise us not to do this check, we will carry it out and include it on your completion bill.
- 4.4. Please note that in those instances where the sellers conveyancer is already known to us, and we have a history of successful transactions to their nominated bank account, we will not conduct the Lawyer Checker search.

## APPENDIX 6 – COMMERCIAL RECOVERIES

### 1. CCBC

- 1.1. As a debt recovery department we are able to take advantage of the facilities afforded to us by the court service and use the County Court Bulk Centre (“CBBC”) for the issue of all simple debt claims under £100,000. By default all your cases will be processed via the CCBC.
- 1.2. The advantages of this service are numerous and we would be happy to discuss these with you in detail should you wish. Briefly, the fees are lower, the service is quicker, there is no need for a detailed statement of case and the requirement to provide all contractual documentation is taken away by virtue of Practice Direction 7c (which is available upon request). The lack of a requirement to serve a detailed statement with supporting documents is simply because we are issuing through an electronic service. It would be onerous to supply all documents for simple debt claims.
- 1.3. The statement of claim which explains your claim is very brief as the characters available are limited by the CCBC. This means that you, the claimant, will not have to pay us to draft individually pleaded claims and supply all the documents in advance of every issue. Generally, less than 1% of all claims are defended and the advantage is that you are not paying to supply documents and draft proceedings on 99% of the claims. We call this brief statement of claim a “short form” statement of claim.
- 1.4. The disadvantage of the CCBC and the short form statement is that when a defence is filed then it is likely that the Defendant or the court will require a detailed statement of case to be filed. This will require an amendment to be drafted and served. The cost of the amendment will be chargeable to you and based on the prevailing hourly rate, but I anticipate there will be an overall savings as a result of not drafting all statement which are not defended.
- 1.5. However should you not agree to this, or anticipate that there will be a defence filed then please make this known to us and you should request we issue proceedings manually and not through the CCBC, for which there will be an additional charge calculated in accordance with our hourly rate.
- 1.6. At the foot of this letter is a section for you to confirm your agreement with these terms of business and a Statement of Truth for you to sign. The statement of truth is a declaration by you that the information you provide to my company (to the best of your knowledge and belief) is accurate and true. This is a global statement for all instructions passed to us. It allows us to issue proceedings electronically through the CBBC on your behalf.

### 2. Web Access

- 2.1. We offer full web access to all undefended and the majority of defended debt recovery matters which we are handling on your behalf subject to the signing of a user policy document. Should you require this service (which is provided free of charge) please contact Richard Gwynne (rgwynne@se-solicitors.co.uk) and he will arrange access on your behalf.

### 3. Instructions

- 3.1. It is your responsibility to ensure all instructions to us are accurate.
- 3.2. We will use the name and address supplied to us and no checks will be carried out to check that your information is correct.
- 3.3. Any costs incurred as a result of an amendment or discontinuation (including any third party costs) will be your responsibility.

### 4. Defended Actions

- 4.1. Any defended matters if this was to be the case are removed from the Debt Recovery Unit and passed to a member of the Dispute Resolution Department, additional charges would apply if a solicitor was to be appointed, however this would be confirmed at time of transfer.
- 4.2. All work undertaken within the Dispute Resolution Department is either charged on a fixed fee basis (price on application) or a time spent basis and interim billed to you monthly.

## **5. Disclosure of Evidence in Litigation**

- 5.1. It is important that you are aware of your obligations concerning disclosure of evidence in litigation. Disclosure of documents will take place should a matter become defended. In particular we ask you to note your obligation not to destroy documents, which in respect of electronic documents means that you must take care to preserve documents which may otherwise be deleted in accordance with a document retention policy or in the ordinary course of business.

## **6. Terms of Business**

- 6.1. With regard to accounting to you in respect of the debt recovery work, we will submit an invoice to you on a monthly basis, usually around the 20th of each month. The costs and disbursements charged will be in relation to all work undertaken during that period and you will also receive a statement of debt collection charges giving a detailed breakdown.
- 6.2. Any monies held by us on your behalf will not be taken by us in payment or part-payment of our invoices, and all bills should be paid by you. We would request that each invoice be paid as soon as possible after arrival, and in any event within 14 days. If a bill is not paid one month after it has been rendered, we reserve the right to charge interest at the rate for the time being payable on Judgment debts (currently 8%). Further, in the event of payment not being made we must reserve the right to decline to act any further and to charge you in full for the amount of work done up to that date. In the event of payment not being made, any monies held by us on your behalf may be taken by us in payment or part-payment of our invoices.
- 6.3. In the event that a matter does not proceed or our instructions are otherwise terminated for whatever reason, you will be responsible for our costs as calculated by reference to the time spent on the matter until our instructions were terminated.

**APPENDIX 7 – EMPLOYMENT****Disclosure of Evidence in Litigation**

1. You will be required by the Court to disclose to the other party all documents which are or have been in your possession, custody or power and are:
  - 1.1. Documents on which you rely; or
  - 1.2. Documents which:
    - 1.3. adversely affect your own case;
    - 1.4. adversely affect another party's case; or
    - 1.5. support another party's case.
2. When giving standard disclosure a party is required to make a reasonable and proportionate search for documents.
3. The word “documents” includes not just paper writing such as correspondence, notes, memoranda, etc., but extends to anything upon which evidence or information is recorded, such as microfilms and electronic documents.
4. Electronic document means any document held in electronic form and includes for example emails, text messages, tape and voicemail recordings and computer data bases. It includes documents stored on portable devices such as mobile phones and memory sticks and documents which can be found on servers and back-up systems including documents that have been deleted. It further includes the additional information stored and associated with electronic documents known as “metadata”.
5. Such documents which relate to the issues in the litigation must not be destroyed. In respect of electronic documents, this means that you must take care to preserve documents which would otherwise be deleted in accordance with a document retention policy or in the ordinary course of business.
6. The Courts expect you to make a more detailed search for electronic documents if you are involved in what is known as Multitrack Litigation, typically involving claims with a value of more than £25,000. If relevant, then we will advise you in more detail on disclosure of electronic documents at the disclosure stage of your matter.
7. Disclosure is a continuing obligation. All relevant documents must be disclosed whenever they come into a party's possession.
8. Please make immediate arrangements for the safe keeping and preservation of all documents including those which may become available in the future.
9. You may be excused from disclosing certain documents, e.g. letters to and from your lawyers if they can be described as “privileged”. The question of whether a particular document is privileged or not is a technical one. You should therefore provide us with all documents for us to determine whether they are privileged or not.
10. Please avoid inadvertently creating prejudicial documents on matters relating to the dispute which may need to be disclosed in the future.

11. You should also ensure that documents which may have to be disclosed are not annotated or marked from now on. However, you must not cover up or rub out any markings already on the documents.
12. The obligation of disclosure is a very onerous one and severe penalties including fines and/or imprisonment in cases of deliberate non-disclosure, are imposed by the Court where necessary.
13. If you need further explanation or assistance please do not hesitate to contact us.

### **Costs**

There may be further costs that you will have to pay during the course of your matter. These will vary depending on whether your matter is being conducted under Court procedures or through the Employment Tribunal. Details are as follows.

#### Litigation through the Courts

1. The basis on which we charge fees is set out in our letter of engagement and our terms of business.
2. We will provide cost estimates for your dispute, but given the uncertain nature of litigation, and the areas outside our control, such as the court's availability and your opponent's response to the litigation, it is difficult to predict the costs accurately, particularly at the early stages of a dispute.
3. Payment of our fees and expenses incurred by us on your behalf, such as court fees and the costs of barristers and expert witnesses is your responsibility, even if the court orders your opponent to contribute to your legal costs.
4. Where the court has allocated your matter into the small claims track (the litigation track for claims of £10,000 or less), the rules on court costs orders set out below do not apply, and each party has to bear their own legal costs. Only in exceptional circumstances, will the court make a costs order in small claims proceedings.
5. In respect of other claims, the court will ordinarily order the losing party to pay the winning party's costs. If you withdraw from court proceedings, then your opponent will also be entitled to an order that you pay their costs.
6. It is therefore important that you understand that losing your case means that you are not only liable to pay our costs, but will also be ordered to pay your opponent's costs.
7. It also important that you understand that winning your case does not mean that you will recover all of your legal costs, as the amount of costs that the losing (or withdrawing) party has to pay, will either be agreed between the parties or assessed by the court.
8. When the court assesses costs, it decides what proportion of the winning party's costs is a reasonable amount for the losing party to pay. In making this decision, the court will look at a number of factors affecting the case and in particular the conduct of the parties and whether the costs have been reasonably and properly incurred and are proportionate to the issues in dispute.

9. If you succeed in your action against a party in receipt of Community Legal Service Funding, it is unlikely that you will be able to recover any of your costs.
10. Only in exceptional cases will costs orders be made against unsuccessful parties in proceedings before Tribunals and in these cases you should assume there will be no recovery of your costs, even if you are successful.
11. If action is needed to obtain payment under a costs order from your opponent, then you will be responsible for our charges and expenses in respect of such action.

#### Costs in Employment Tribunals

1. The basis on which we charge fees is set out in our letter of engagement and our terms of business.
2. We will provide cost estimates for your dispute, but given the uncertain nature of litigation, and the areas outside our control, such as the Tribunal's availability and your opponent's response to the litigation, it is difficult to predict the costs accurately, particularly at the early stages of a dispute.
3. Payment of our fees and expenses incurred by us on your behalf, such the costs of barristers and expert witnesses is your responsibility.
4. In Tribunal claims each party has to bear their own legal costs. Only in exceptional circumstances will the Tribunal make a costs order. You should assume there will be no recovery of your costs, even if you are successful.

## APPENDIX 8 – FAMILY

### 1. Costs

- 1.1. The basis on which we charge fees is set out in our Letter of Engagement and our Terms of Business.
- 1.2. We will provide costs estimates for your matter, but particularly in relation to litigation and areas outside our control, such as the court's availability and your or another party's response to that litigation, it is difficult to predict costs accurately, especially in the early stages of proceedings.
- 1.3. It is your responsibility to pay any fees and expenses incurred by us on your behalf, such as court fees and costs of barristers and expert witnesses, even if the court orders another party to contribute towards your legal costs.

#### Costs in Divorce Proceedings

- 1.4. Under the No Fault Divorce procedure, costs no longer follow the event. This means that there is therefore no automatic assumption that the person applying for a divorce will recover their costs.
- 1.5. It is still possible to obtain a costs order but this requires a standalone application incurring an additional court fee. Even so, there is no certainty that a costs order will be made and the likelihood is that there will need to be good cause, such as some form of litigation misconduct, for a costs order to be made. You should therefore not expect to recover your costs by means of a costs order.
- 1.6. Some parties agree to share the costs not only of the court fees but also of solicitors' charges. Even so, it is important to bear in mind that it is not possible to enforce any such informal agreement and that payment of our costs will therefore remain your responsibility.

#### Costs in Financial Remedy Cases

- 1.7. Although the general rule is that there will be no order as to costs and that each side will be responsible for their own costs, there are exceptions.
  - 1.7.1. A costs order may be made if the court determines that one party has engaged in litigation misconduct, such as failure to comply with court directions and deadlines or to file evidence as required. A costs order is likely to be made if such failure results in a hearing having to be adjourned or if the other party's costs are increased as a result of unreasonable conduct.
  - 1.7.2. The Family Court has made clear that there is an obligation on both parties to negotiate reasonably. The courts increasingly expect that parties should work hard to narrow the issues between them and pursue a settlement, which means putting forward reasonable proposals at the appropriate time. It is a standard requirement that, as a minimum, parties heading into a Financial Dispute Resolution Appointment (FDR) will have filed with the court and served on the other side without prejudice proposals and it is also a requirement that parties entering into a Final Hearing have filed with the court and served on their opponent open proposals.

#### Costs Orders in Children Act Proceedings

- 1.8. In Children Act proceedings, it is normal for each party to pay their own costs but there are exceptions such as the following.
  - 1.8.1. Litigation misconduct such as failure to file evidence as required by the court, particularly if that leads to the adjournment of a hearing or otherwise increases the costs of the other party unreasonably.
  - 1.8.2. If allegations are made against a party or a third party requiring them to be joined into the court case as an intervener, the party making the allegations is at risk of a costs order being made against them if the court determines not only that their allegations are not proved but also that they have been made in bad faith.

#### Costs in Schedule 1 Children Act 1989 Proceedings/Trusts of Land and Appointment of Trustees Act 1996

- 1.9. The Civil Procedure Rules apply to these proceedings and further information on costs can be found in Appendix 4.
- 1.10. If a costs order is made against you, it is important to understand that you are not only liable to pay our costs but also all or part of the other party's costs.
- 1.11. If you have a costs order made in your favour, it is important to understand that you will not necessarily recover all of your legal costs, which will either be agreed between the parties concerned or assessed by the court.
- 1.12. When a court assesses costs, it decides what proportion of the successful party's costs it is reasonable for the other party to pay. In making this decision, the court will look in detail at the costs incurred, the facts of the case, the conduct of the parties, if applicable, and whether the costs have been reasonably and properly incurred and are proportionate to the issues in dispute.
- 1.13. If a costs order is obtained against a party in receipt of Community Legal Service Funding (Legal Aid), it is unlikely that it will be possible to recover any costs from them.
- 1.14. If action is needed to obtain payment under a costs order from the other party, then you will be responsible for our charges and expenses in respect of such action.

## **2. Legal Expenses Insurance/Litigation Loans**

- 2.1. We would not expect legal expenses insurance to cover Family Law proceedings.
- 2.2. We do not offer or arrange litigation loans or "after the event" insurance.

## **3. Duration and Outcome**

- 3.1. It is difficult to say with certainty how long contested Family Law proceedings will take to resolve. The length of time is dependent on a number of factors, including the complexity of the issues involved, the court's availability and the other party's willingness or unwillingness to settle.
- 3.2. In relation to the No Fault Divorce procedure under the Divorce, Dissolution and Separation Act 2020, there is a minimum period from the court case starting to conclusion of 26 weeks, that being divided into 20 weeks between the initial application and the subsequent application for a Conditional Order being submitted and a minimum of 6 weeks from the Conditional Order to the Final Order being made. It may be appropriate to delay applying for a Final Order, typically while financial matters are resolved.
- 3.3. In other proceedings, it is harder to predict timescales as the steps taken are more liable to change and subject to issues such as court delays.
- 3.4. It is difficult to predict the outcome of any contested proceedings in Family Law with certainty. While we will provide you with advice on the merits of your case and the likely chance of success, a successful outcome can never be guaranteed. Furthermore, the merits of a case can change once evidence is exchanged and experts' reports or witnesses' evidence has been served.
- 3.5. It is for you to weigh up the benefits of pursuing or defending an application against the cost and other risks of the litigation.

## **4. Evidence in Children Act Proceedings**

- 4.1. You may not file evidence in Children Act proceedings without permission from the court. We will advise you on how to progress your case, including which forms are required.
- 4.2. It is normal for narrative statements in Children Act proceedings to have page limits and therefore it is critical to focus on essential issues when preparing them.
- 4.3. Children Act proceedings are confidential. You must not disclose any case papers or orders to third parties other than your legal team. Doing so is contempt of court and is a very serious matter. Penalties for contempt of court include fines and imprisonment. If you are in any doubt about this issue, then seek further advice from us. The sharing of documents with children, especially those who are the subject of proceedings, is particularly frowned on by the courts.

- 4.4. We strongly advise against any discussion of your dispute or proceedings, even the existence of such proceedings, on social media.
- 4.5. The obligation to treat court documents as confidential extends beyond the conclusion of proceedings.

## 5. Disclosure of Evidence in Financial Remedy Proceedings

- 5.1. In most financial remedy proceedings arising from divorce, and usually in advance of such proceedings, there comes a stage at which parties have to provide disclosure of documents. It is therefore important to be aware of obligations concerning the disclosure of evidence in financial remedy proceedings.
- 5.2. The Pre-Action Protocol obliges parties to provide voluntary disclosure of documents before proceedings are issued in the hope that this reduces the number of cases that end up in court and leads to an early settlement. We will advise as to the best method of providing this disclosure but the most common is the completion of Form E, the standard format for evidence in financial remedy proceedings, which must be accompanied by specified documents including, for example, bank statements and payslips.
- 5.3. There is a standard direction in proceedings requiring the exchange of Forms E, normally simultaneously. Whether the process is voluntary or pursuant to a direction of the court, there is an equivalent obligation to provide disclosure of documents and information.
- 5.4. Form E sets out a standard list of required documents, but the list is not exhaustive and it may become apparent that other information is required. This disclosure may be paper-based but is routinely made up of electronic documents including, but not limited to, PDFs and spreadsheets.
- 5.5. You must take steps to preserve documents which relate to the financial aspects of your case and take care that they are not destroyed. You must obtain duplicates, if necessary.
- 5.6. The provision of full and frank financial disclosure is a continuing obligation. At certain points in court proceedings you will be expected to provide updating disclosure, which will normally be specified. You would be obliged to provide information on any significant change in circumstances, such as a pay rise or a new asset coming into your possession.

### Confidential Material

- 5.7. In the past, if a party did not expect their spouse or civil partner to provide full and frank financial disclosure, they might sometimes help themselves to documents belonging to that other party.
- 5.8. More recently, in the case of *Tchengyz and Others v Imerman*, the court confirmed that it does not condone the removal and retention of confidential material belonging to another party. Where a party has obtained such documents unlawfully, other case law confirms that they must be disclosed to their owner.
- 5.9. In a marriage or civil partnership, both parties are entitled to confidentiality and privacy, and the right to a personal and individual private life under the Human Rights Act 1998. It is a breach of confidence to examine without the owner's consent, make, retain or supply copies to a third party of confidential material belonging to another person. Original documents (as opposed to copies) and privileged documents must be returned to their owner immediately and this right is enforceable. However, confidentiality can be waived if confidential documents are left available to be seen by others, for example on the kitchen table.
- 5.10. The requirement on both parties to provide full and frank disclosure is set out above and failure to do so can hinder a fair trial. Therefore, confidential material, whether or not obtained unlawfully, can be produced in court proceedings, provided that it is relevant and not privileged. However, the person disclosing unlawfully obtained material risks the imposition of civil or criminal sanctions, or both.

### Privileged and Confidential Documents

- 5.11. There are several types of confidential documents and different rules apply to each type, as follows:-
  - 5.11.1. Privileged documents – these are documents arising from communication between a lawyer and their client. The contents of these documents are privileged and they should not be produced to the court. If you come across a privileged document, you

may not read it and, if it comes into your possession, you must return it to the owner unread as soon as possible.

- 5.11.2. Confidential documents – these relate to a person’s personal matters that others are not entitled to see. These might be financial documents and could include documents that have to be disclosed. If you have any such documents, you must return them unread to their owner, subject to the need for them to be preserved to be used in evidence. A legal means of preservation should be used. Confidential documents might include items that have no relevance to financial negotiations or proceedings such as a diary or personal letters. You must not take, copy or read such items and if they are in your possession they must be returned unread to the owner.
- 5.12. If you are concerned that the other party may have unlawfully obtained confidential material belonging to you, please let us know immediately so that we can request its return. If you have any privileged materials belonging to the other party then they should be sent to us in a sealed envelope marked “Privileged Material belonging to.....”. We will then return items either to the relevant party or to their lawyers.
- 5.13. If you have any confidential material in your possession, please send it to us in a sealed envelope marked “Confidential Material belonging to.....” telling us the type of material it is and how it came into your possession. Please note, however, that any information you have about the other side’s financial position can help form the basis of a line of enquiry when we raise a Questionnaire, even if the relevant documents must be returned.

## 6. Conduct of Proceedings

- 6.1. The conduct of Family Law proceedings in England and Wales is governed by the Family Procedure Rules 2020 (“FPR”). The emphasis of the FPR and also of the Civil Procedure Rules is on parties resolving their dispute at an early stage through a negotiated settlement, with a final contested hearing being the last resort.
- 6.2. The court must have regard to the overriding objective, which enables courts to deal with cases justly and at a proportionate cost. The issue of proportionate costs is one that features throughout proceedings, influencing the amount of evidence a court will permit parties to file and the steps that are required in any given case.
- 6.3. The FPR creates duties for both solicitors and their clients. The key obligations are set out below. Solicitors must:
  - 6.3.1. Work in our clients’ best interests to obtain the best possible results in accordance with the duty we owe to the court, taking into account our professional conduct rules.
  - 6.3.2. Give our clients the best advice we can about the consequences of litigation or any step in the proceedings.
  - 6.3.3. Give our clients the best advice we can about any offers of settlement received and advise as to whether to make proposals, the timing of such proposals and the nature of any offer to be made.
  - 6.3.4. Give our clients the best information we can about the cost of the proceedings and update them periodically.
  - 6.3.5. Advise our clients of the result of court hearings as soon as practicable and within 7 days of an adverse costs order being made against them.
  - 6.3.6. Provide details of the timetable laid down by the court and any directions the court requires our clients to comply with and explain in clear terms how they should react.
- 6.4. You must:
  - 6.4.1. From the beginning, provide us with all material information and documents we require to further your case.
  - 6.4.2. Help us by providing information from the outset of your case in connection with issuing proceedings.
  - 6.4.3. Keep safe any documents that may be required in proceedings.
  - 6.4.4. Inform us, and keep us informed, from the beginning of your case as to what you seek to achieve.

- 6.4.5. Help us to secure the cooperation and support of others who may have information or documents that are necessary for the case, e.g. witnesses.
  - 6.4.6. Provide any necessary instructions, payments on account and documents to enable us to meet the deadlines which are either agreed between the parties or ordered by the court. It is important that you understand that if a deadline is missed there may be costs consequences.
  - 6.4.7. Attend court proceedings with us, either in person or remotely, or Mediation, or another form of Dispute Resolution process, if requested.
  - 6.4.8. Let us know your availability to arrange court hearings, if requested, and advise us at an early stage if you anticipate any difficulties in attending court.
  - 6.4.9. Pay court fees, sums ordered by the court to be paid or sums on account of costs and/or interim bills on time.
- 6.5. If the court is not satisfied that either you or we have complied with requirements, it has the power to make costs awards against either or both of us. To avoid this potential risk, working together is essential to achieve a successful outcome and to discharge our duties to the court, each other and other parties.

## 7. Financial Services

- 7.1. SE Solicitors is not authorised under the Financial Services & Markets Act 2000 to provide investment advice.

## 8. Disbursements

- 8.1. Disbursements that may apply to your matter:

Divorce issue fee	£612
Children Act application fee	£263
Financial remedy application fee	£313
Consent Order fee	£60
Land Registry Official Copies with plan	£7

- 8.2. Other fees are applicable for other applications. The Ministry of Justice can amend fees at short notice so the above disbursements are subject to change.

**APPENDIX 9 – COMMERCIAL PROPERTY**

This Appendix is not in use

**APPENDIX 10 – CORPORATE/COMMERCIAL**

This Appendix is not in use

**APPENDIX 11 – PRIVATE WEALTH****1. Disbursements that may apply to your matter**

Probate court fee	£300
Additional office copies	£1.50 per copy
Statutory advertisements	approx. £175
Land Registry office copies	generally £7 with plan
Land Registry fees for assents, transfers on death	see Land Registry fee scales below
Lasting Powers of Attorney	£82 registration fee per document
Court of Protection Application fee	£371

**2. Land Registry Fee Scales**

Registration of transfers of part, and all other Scale 2 applications that do not affect the whole of a registered title

<b>Value of Transaction</b>	<b>Fee Payable</b>
£0 to £100,000	£45
£100,001 to £200,000	£70
£200,001 to £500,000	£100
£500,001 to £1,000,000	£145
£1,000,001 and over	£305

Registration of transfers of whole, charges of whole, transfers of charges and other applications of whole of registered titles

<b>Value of Transaction</b>	<b>Fee Payable</b>
£0 to £100,000	£20
£100,001 to £200,000	£30
£200,001 to £500,000	£45
£500,001 to £1,000,000	£65
£1,000,001 and over	£140

Note: These Land Registry fees apply when we are able to submit the application to HMLR online. If we have to do a paper application for any reason the fee will be roughly doubled.