

Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{ MERGEFIELD matter\_no }

{ MERGEFIELD LINKNAME\_TITLE\_1 } { MERGEFIELD LINKNAME\_INITIALS\_1 } { MERGEFIELD LINKNAME\_SURNAME\_1 }  
{ MERGEFIELD CALCULATION\_ADDRESS }

Dear { MERGEFIELD LINKNAME\_TITLE\_1 } { MERGEFIELD LINKNAME\_SURNAME\_1 },

**Re: { MERGEFIELD MATTER\_MATTER\_DESCRIPTION }**

Following your recent instructions, we are writing to confirm our general terms of engagement and charging which constitute the basis upon which we will carry out work on your behalf.

Most of the work in connection with this matter will be carried out by { MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION } and you can also contact their assistant who will be familiar with the file and will be able to help you or take a message.

{ IF { MERGEFIELD client\_no } = "" "The Senior Partner of this firm has ultimate responsibility for this matter." "The Partner of this firm with ultimate responsibility for this matter is { MERGEFIELD CALCULATION\_EXECUTIVE\_NAME }." }

We aim to offer all of our clients an efficient and effective service and are confident that we will do so in this case. However, should there be any aspect of our service with which you are unhappy, you should notify the person concerned in writing immediately and we will endeavour to resolve matters.

I aim to reply to letters and other communications from you and others promptly, but it will not always be practical to do so on the same day.

Our account will be rendered at conclusion of your matter (or at the point that the matter fails to proceed). Please note that there may be further disbursements of which we are unaware at this time.

As confirmation that you would like us to proceed on this basis, we should be grateful if you would sign the extra copy of this letter enclosed and return it to us along at your earliest convenience.

#### **Responsibility for your case**

The person responsible for the work on your case is { MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }. You should contact { MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION } by telephone or email for advice, updates and all other matters in relation to your case.

#### **Our advice to you**

{ IF { MERGEFIELD TKDIVPPETITION\_GROUNDS } = "Adultery" "Adultery Advice" "{ IF { MERGEFIELD TKDIVPPETITION\_GROUNDS } = "Unreasonable Behaviour" "Unreasonable Behaviour Advice" "{ IF { MERGEFIELD TKDIVPPETITION\_GROUNDS } = "2 Years Separation" "2 Years Separation Advice" "{ IF { MERGEFIELD TKDIVPPETITION\_GROUNDS } = "5 Years Separation" "5 Years Separation Advice" "{ IF { MERGEFIELD TKDIVPPETITION\_GROUNDS } = "Desertion" "Desertion Advice" "" }" }" }" }

#### **Further Action**

We require you to provide us with your original marriage certificate. Until we have this, we are unable to progress your matter any further. The reason for this is that the original marriage certificate must be sent to the Court together with your divorce petition otherwise the Court will reject the application. If you are unable

to locate your original marriage certificate please let us know immediately as we will be able to obtain an official copy on your behalf for a fee of approximately £15.00.

### **Service Levels**

We will update you by telephone or by email with progress on your matter following attendances, court appearances, receipt of important information about your case, when any important event occurs in your case and at least every three months.

We will communicate with you in plain language.

All of our written communication will be by email. We do not normally send letters in the post, If you prefer another method of communication such as post or fax you should tell us.

We will explain to you by telephone or by email the legal work required as your matter progresses.

We will update you on the cost of your matter whenever an additional fixed fee is due, whenever there is a significant increase or decrease in the costs of your case, or when fees for a barrister or an expert need to be paid. { MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }'s hourly charge out rate is XX plus VAT.

We will update you on whether the likely outcomes still justify the likely costs and risks associated with your matter whenever there is a material change in circumstances.

We will update you on the likely timescales for each stage of this matter and any important changes in those estimates. At present, we estimate your matter will take between six to 12 months to conclude.

### **Our responsibilities include the following:**

- We will review your matter regularly.
- We will advise you of any changes in the law.
- We will inform you if your attendance is required at any location such as a court or police station.
- We will advise you of any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of your matter.

### **Your responsibilities include the following:**

- You will provide us with clear, timely and accurate instructions.
- You will inform us of any changes in instructions.
- You will provide all documentation required to complete the transaction in a timely manner.
- You will safeguard any documents that are likely to be required for discovery.
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### **Complaints**

{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME } is 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 { MERGEFIELD CALCULATION\_EXECUTIVE\_NAME } on { MERGEFIELD PRACTICEINFO\_PHONE\_NO } or by post to our office. We have a procedure in place which details how we handle complaints which is available on our website at [thedrivingsolicitor.co.uk](http://thedrivingsolicitor.co.uk).

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.

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 six years of the act or omission about which you are complaining occurring (or if outside of this period, within three years of when you should reasonably have been aware of it).

#### **Complaints about our bills**

If you are not satisfied about our bill you are entitled to challenge or make a complaint about that bill. You may also apply to the court for an assessment of our bill under Part III of the Solicitors Act 1974.

#### **Interest on unpaid bills**

If all or part of the bill remains unpaid, the firm may be entitled to charge interest.

#### **Professional Indemnity Insurance**

We have Professional Indemnity Insurance to cover work undertaken by us in England and Wales. Our insurers are Travellers Insurance Company, 61-63 London Road, Redhill, Surrey RH1 1NA.

#### **Data Protection**

We use the information you provide primarily for the provision of legal services to you and for related purposes including:

- updating and enhancing client records
- analysis to help us manage our practice
- statutory returns
- legal and regulatory compliance

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

We may from time to time send you information that we think might be of interest to you. If you do not wish to receive that information please notify our office in writing.

#### **Storage of documents**

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

We will keep our file of your papers for up to 6 years. We will normally return all original documents such as driving licences to you. We keep files on the understanding that we can destroy them 6 years after the date of the final bill.

We do not offer the service of storing documents in safe custody.

We reserve the right to destroy all paper documents and to store an electronic copy only.

If you want us to return any paper documents to you at the end of a case you must inform us in writing.

If we take papers or documents out of storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval. However we may charge you both for:

- time spent producing stored papers that are requested

- reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers

### **Outsourcing**

Sometimes we ask other companies or people to do [typing/photocopying/other work] on our files to ensure this is done promptly. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible.

### **Terminating this Retainer**

You may end your instructions to us in writing at any time, but we can keep all your papers and documents while there is still money owed to us for fees and expenses.

We may decide to stop acting for you only with good reason. We must give you reasonable notice that we will stop acting for you.

If you or we decide that we should stop acting for you, you will pay our charges up until that point. These are calculated on an hourly basis plus expenses or by proportion of the agreed fee as set out in these terms and conditions depending on the whether you have paid a fixed fee or are paying for our services at an hourly rate.

### **Disclosure**

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

### **Distance Selling Regulations**

If we have not met with you in person then Consumer Protection (Distance Selling) Regulations 2000 apply to this work. This means you have the right to cancel your instructions to us within seven working days of receiving this letter. You can cancel your instructions by contacting us by post or email to this office.

Once we have started work on your file, you will be charged for the work that we have done if you then cancel your instructions.

### **Cash and Payments to Third Parties**

Our practice's policy is not to accept cash from clients. We will exceptionally accept cash up to £250.

If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds.

Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

Yours sincerely,

{ MERGFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGFIELD PRACTICEINFO\_PRACTICE\_NAME\\*upper }