



Osprey Approach: Divorce Sole Respondent

This help guide was last updated on
Aug 6th, 2024

The latest version is always online at
<https://support.ospreyapproach.com/?p=48253>



CLIENT DETAILS

Client salutation

Client 1 Middle Name

Client 1 date of birth

Client 1 NI number

Keep client address confidential?

Is client applicant or respondent?

Please Select
Yes
No

Is client applicant or respondent?

Please select
Applicant
Respondent
Applicant 2

Joint Application?

Please Select
Yes
No

Does the client require Help with Fees?

Please Select
Yes
No

Clients name changed since marriage?

Please Select
Yes
No

Clients name on marriage certificate

Married or Civil Partnership?

Please select
married
civil partnership

Date of Marriage/Civil Partnership

Divorce or Dissoluton

Please Select
Divorce
Dissolution

SOLE APPLICATION

Who is the applicant Divorcing/Dissolving from?

Please Select
Wife
Husband
Partner

Same sex couple when married?

Please Select
Yes
No

OTHER SIDE

Other side 1 title

Other side 1 initials

Other side 1 forename

Other side 1 middle name

Other side 1 surname

Other side 1 address

Other side 1 address line 1


Other side 1 address line 2

Other side 1 address line 3

Other side 1 address line 4

Other side 1 address postcode

Other side 1 date of birth

Other side 1 gender

Please select
Male
Female

Other side 1 mobile number

Other side 1 phone number

Other side 1 Name changed since marriage?

Please Select

Yes

No

Other Side 1 Name on Certificate

Other side is Litigant in Person?

Please Select

Yes

No

OTHER SIDE SOLICITOR

Other side solicitor 1 contact

None selected    


Other side solicitor 1 organisation

(None selected)    

Other side solicitor 1 reference

PROCEEDINGS ISSUED

Court


(None selected)    

Court Contact

None selected    

Case Number

Date of issue of Application

Select a date 

OTHER SIDE

Other side 1 title

Other side 1 initials

Other side 1 forename

Other side 1 middle name

Other side 1 surname

Other side 1 address

Other side 1 address line 1


Other side 1 address line 2

Other side 1 address line 3

Other side 1 address line 4

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Other side 1 date of birth

Other side 1 gender

Please select
Male
Female

Other side 1 mobile number

Other side 1 phone number

Other side 1 Name changed since marriage?

Please Select

Yes

No

Other Side 1 Name on Certificate

Other side is Litigant in Person?

Please Select

Yes

No

OTHER SIDE SOLICITOR

Other side solicitor 1 contact

None selected    



Other side solicitor 1 organisation

(None selected)    


Other side solicitor 1 reference

PROCEEDINGS ISSUED

Court

(None selected)    

Court Contact

None selected    

Case Number

Date of issue of Application

Select a date 

SERVICE

Date of Service

OTHER SIDE SOLICITOR

Other side solicitor 1 contact

Other side solicitor 1 organisation

Other side solicitor 1 reference

CERTIFICATE OF ENTITLEMENT

Date Conditional Order to be pronounced

CONDITIONAL ORDER

Date Conditional Order was pronounced

Date Final Order can be applied for

FINAL ORDER

Date of Final Order

FINANCIAL REMEDY STATUS

What is the status of Financial Remedy?

Client Care Letter Private

Respondent

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Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD client_no }/{ MERGEFIELD matter_no }

Your Ref:

{ QUOTE { DATE \@ "d" *Ordinal } } { QUOTE { DATE \@ "MMMM yyyy" } }

{ MERGEFIELD LINKNAME_TITLE_1 } { MERGEFIELD LINKNAME_FORENAME_1 } { MERGEFIELD LINKNAME_SURNAME_1 }
{ MERGEFIELD CALCULATION_ADDRESS }

Dear { IF { MERGEFIELD FW_ADDINFO_FW_CLI_SALUT } = "" "{ MERGEFIELD LINKNAME_TITLE_1 } { MERGEFIELD LINKNAME_SURNAME_1 }" "{ MERGEFIELD FW_ADDINFO_FW_CLI_SALUT }" }

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 CALCULATION_EXECUTIVE_NAME } = "" "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

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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

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.

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.

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 }

Client Enclosing Conditional Order

Respondent

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Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD client_no }/{ MERGEFIELD matter_no }

Your Ref:

{ QUOTE { DATE \@ "d" *Ordinal } } { QUOTE { DATE \@ "MMMM yyyy" } }

{ MERGEFIELD LINKNAME_TITLE_1 } { MERGEFIELD LINKNAME_FORENAME_1 } { MERGEFIELD LINKNAME_SURNAME_1 } { MERGEFIELD CALCULATION_ADDRESS }

Dear { IF { MERGEFIELD FW_ADDINFO_FW_CLI_SALUT } = "" "{ MERGEFIELD "LINKNAME_TITLE_1" } { MERGEFIELD "LINKNAME_SURNAME_1" }" "{ MERGEFIELD FW_ADDINFO_FW_CLI_SALUT }" }

Re: { MERGEFIELD MATTER MATTER DESCRIPTION }

I am pleased to confirm that I have now received your Conditional Order, which was pronounced on { MERGEFIELD FW_DIV_PETDET_FW_DATE_DN_PRO \@ "d" *Ordinal } { MERGEFIELD FW_DIV_PETDET_FW_DATE_DN_PRO \@ "MMMM yyyy" }.

{ IF { MERGEFIELD FW_ADDINFO_FW_CLI_TYPE } = "Applicant" "This means that you can apply for your Final Order, which is the final stage in your { MERGEFIELD FW_DIV_PETDET_FW_APPTYPE * Lower}, on { MERGEFIELD FW_DIV_PETDET_FW_DATE_DA_APP \@ "d" *Ordinal } { MERGEFIELD FW_DIV_PETDET_FW_DATE_DA_APP \@ "MMMM yyyy" }.

I will contact you again closer to this date in order to obtain your instructions regarding making the application for Final Order." "{ MERGEFIELD FW_OS1_FW_OS1_FORENAME } will now be able to make the application for Final Order on { MERGEFIELD FW_DIV_PETDET_FW_DATE_DA_APP \@ "d" *Ordinal } { MERGEFIELD FW_DIV_PETDET_FW_DATE_DA_APP \@ "MMMM yyyy" }. Once the Final Order has been pronounced, your { MERGEFIELD FW_DIV_PETDET_FW_APPTYPE * Lower} will be finalised. If, for any reason, { MERGEFIELD FW_OS1_FW_OS1_FORENAME } delays in making the application for Final Order, you are able to make an application for Final Order a further three months after that date." }

If you have any queries in the meantime please do not hesitate to contact me.

Yours sincerely

{ MERGEFIELD CALCULATION_FEE_EARNER_DESCRIPTION }
{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME *UPPER }

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Client Enclosing Final Order

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Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD client_no }/{ MERGEFIELD matter_no }

Your Ref:

{ QUOTE { DATE \@ "d" * Ordinal } } { QUOTE { DATE \@ "MMMM yyyy" } }

{ MERGEFIELD LINKNAME_TITLE_1 } { MERGEFIELD LINKNAME_FORENAME_1 } { MERGEFIELD LINKNAME_SURNAME_1 }
{ MERGEFIELD CALCULATION_ADDRESS }

Dear { IF { MERGEFIELD FW_ADDINFO_FW_CLI_SALUT } = "" "{ MERGEFIELD LINKNAME_TITLE_1 } { MERGEFIELD LINKNAME_SURNAME_1 }" "{ MERGEFIELD FW_ADDINFO_FW_CLI_SALUT }" }

Re: { MERGEFIELD MATTER MATTER DESCRIPTION }

I am pleased to confirm that I have now received your Final Order from the Court. I enclose the original Final Order and three certified copies for your use, as you may be required to produce them as evidence of your { MERGEFIELD FW_DIV_PETDET_FW_APPTYPE * Lower} (for example to your bank). Please keep the original Final Order safe should you need to refer to it in the future.

You should be aware that any Will you have made is now void having received Final Order. Should you wish to make a new Will then please let me know and I can refer you to a colleague in our Wills department who will be able to provide you with further advice and a costs estimate.

Finally, you should also be aware that Final Order affects your pension.

This now concludes your { MERGEFIELD FW_DIV_PETDET_FW_APPTYPE * Lower}, and I will therefore take the necessary steps to prepare my final invoice and close your file.

May I take this opportunity to thank you for your kind instructions in this matter and wish you all the best for the future. If I or my colleagues can be of any assistance to you in the future please do not hesitate to get in touch.

Yours sincerely

{ MERGEFIELD CALCULATION_FEE_EARNER_DESCRIPTION }
{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME * UPPER }

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Client Instructions Final Order

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Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD client_no }/{ MERGEFIELD matter_no }

Your Ref:

{ QUOTE { DATE \@ "d"*Ordinal } } { QUOTE { DATE \@ "MMMM yyyy" } }

{ MERGEFIELD LINKNAME_TITLE_1 } { MERGEFIELD LINKNAME_FORENAME_1 } { MERGEFIELD LINKNAME_SURNAME_1 }
{ MERGEFIELD CALCULATION_ADDRESS }

Dear { IF { MERGEFIELD FW_ADDINFO_FW_CLI_SALUT } = "" "{ MERGEFIELD LINKNAME_TITLE_1 } { MERGEFIELD LINKNAME_SURNAME_1 }" "{ MERGEFIELD FW_ADDINFO_FW_CLI_SALUT }" }

Re: { MERGEFIELD MATTER MATTER DESCRIPTION }

Since your spouse did not apply for the Final Order, you are now able to apply for the Final Order which is the final stage of your { MERGEFIELD FW_DIV_PETDET_FW_APPTYPE * LOWER}. Once the Court has pronounced your Final Order you will no longer be { IF { MERGEFIELD FW_DIV_PETDET_FW_RELATIONSHIP } = "married" "married to" "in a civil partnership with" } your spouse and can go on to remarry if you so wish.

{ IF { MERGEFIELD FW_DIV_PETDET_FW_FIN_REM } = "Concluded" "Since you and your spouse have reached an agreement in respect of finances, you can apply for the Final Order now. I should be grateful if you would please confirm, by return, that you are content for me to apply for the Final Order on your behalf." "{ IF { MERGEFIELD FW_DIV_PETDET_FW_FIN_REM } = "Not concluded" "Since you have not yet reached an agreement with your spouse regarding financial matters, you can apply for the Final Order however I would strongly advise you not to do so until you have reached an agreement regarding finances. The reason for this is that you are in a stronger position if you remain { IF { MERGEFIELD FW_DIV_PETDET_FW_RELATIONSHIP } = "married" "married to" "in a civil partnership with" } your spouse and they should pass away. For example, if your spouse passes away before the Final Order has been obtained you will likely be entitled to a large proportion of their estate under the inheritance rules. If you are not { IF { MERGEFIELD FW_DIV_PETDET_FW_RELATIONSHIP } = "married" "married" "in a civil partnership" } and your spouse passed away you would not be entitled to anything within your spouse's estate.

If, against my advice, you wish for me to apply for the Final Order on your behalf then I should be grateful if you would please sign and return the enclosed disclaimer confirming you understand the disadvantages of obtaining the Final Order without having resolved financial issues." "{ IF { MERGEFIELD FW_DIV_PETDET_FW_FIN_REM } = "Client does not wish to obtain financial order" "Since you have instructed me you do not wish to deal with financial matters with your spouse at all, you can apply for the Final Order however I would strongly advise you not to do so. There are two reasons for this.

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The first reason is that you are in a stronger position if you remain { IF { MERGEFIELD FW_DIV_PETDET_FW_RELATIONSHIP } = "married" "married to" "in a civil partnership with" } your spouse and they should pass away. For example, if your spouse passes away before the Final Order has been obtained you will likely be entitled to a large proportion of their estate under the inheritance rules. If you are not { IF { MERGEFIELD FW_DIV_PETDET_FW_RELATIONSHIP } = "married" "married" "in a civil partnership" } and your spouse passed away you would not be entitled to anything within your spouse's estate.

The second reason is that unless either party remarries or dies, the other is able to make an application to the Court in the future to deal with financial issues. Successful applications have been made in the past and therefore it is in both parties' interests to deal with finances at the time of the { MERGEFIELD FW_DIV_PETDET_FW_APPTYPE }.

If you would like further information regarding resolving financial issues then please do not hesitate to contact me and I will be happy to assist.

If, against my advice, you wish for me to apply for the Final Order on your behalf then I should be grateful if you would please sign and return the enclosed disclaimer confirming you understand the disadvantages of obtaining the Final Order without having resolved financial issues." "" }" }

I look forward to hearing from you in due course.

Yours sincerely

**{ MERGEFIELD CALCULATION_FEE_EARNER_DESCRIPTION }
{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }**

Disclaimer

{INCLUDETEXT

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Disclaimer

I, { MERGEFIELD LINKNAME_FORENAME_1 } { MERGEFIELD LINKNAME_SURNAME_1 }, of { MERGEFIELD CLIENT_HOUSE \f", "{ MERGEFIELD CLIENT_AREA \f", "{ MERGEFIELD CLIENT_POSTAL_TOWN \f", "{ MERGEFIELD CLIENT_COUNTY \f" " { MERGEFIELD CLIENT_POSTCODE } do acknowledge the advice provided by my solicitors, Messrs { MERGEFIELD PRACTICEINFO_PRACTICE_NAME }, however I wish to proceed to apply for the Final Order against their advice.

{ IF { MERGEFIELD "FW_DIV_PETDET_FW_FIN_REM" } = "Not concluded" "I acknowledge and understand that it would be in my best interests to remain { IF { MERGEFIELD FW_DIV_PETDET_FW_RELATIONSHIP } = "married" "married to" "in a civil partnership with" } my spouse until I have concluded financial matters, rather than applying for the Final Order and ending the { IF { MERGEFIELD FW_DIV_PETDET_FW_RELATIONSHIP } = "married" "marriage" "civil partnership" }." "{ IF { MERGEFIELD FW_DIV_PETDET_FW_FIN_REM } = "Client does not wish to obtain financial order" "I acknowledge and understand that it would be in my best interests to obtain a financial order from the Court prior to obtaining the Final Order and that it would be in my best interests to remain { IF { MERGEFIELD FW_DIV_PETDET_FW_RELATIONSHIP } = "married" "married to" "in a civil partnership with" } my spouse should I not wish to obtain a financial order from the Court." "" }" }

Signed.....

{ MERGEFIELD LINKNAME_FORENAME_1 } { MERGEFIELD LINKNAME_SURNAME_1 }

Dated.....

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D36 apply to make a conditional

order final

Notice of application for decree nisi to be made absolute or conditional order to be made final

To be completed by the Petitioner or Respondent	
Name of court { MERGEFIELD FW_COURT_FW_ COURT_name }	Case No. { MERGEFIELD FW_COURT_F W_CASE_NO }
Name of Petitioner { MERGEFIELD LINKNAME_FORENAME_1 } { MERGEFIELD LINKNAME_SURNAME_1 }	
Name of Respondent { MERGEFIELD FW_OS1_FW_OS1_FORENAME } { MERGEFIELD FW_OS1_FW_OS1_MIDNAME } { MERGEFIELD FW_OS1_FW_OS1_SURNAME }	
Name of Co-Respondent (if applicable)	

(please tick appropriate boxes)

The { FORMCHECKBOX } Petitioner { FORMCHECKBOX } Respondent applies for the decree nisi/conditional order made in their favour

o n { MERGEFIELD
FW_DIV_PETDET_FW_DA
TE_DN_PRO } to be made absolute/final.

Signed

Petitioner/Solicitors for Petitioner
Respondent/Solicitors for Respondent

(delete as appropriate)

Dated

{	{	/	{	{	/	{	{	{	{
FOFO	R R		FOFO	R R		FOFOFOFO	R R	R R	R R
M M	TETE		M M	TETE		M M M M	TETE	TETE	TETE
XTXT	} }		XTXT	} }		XTXTXTXT	} }	} }	} }

Client - confirm app for Final Order

Submitted

{INCLUDETEXT

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Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD client_no }/{ MERGEFIELD matter_no }

Your Ref:

{ QUOTE { DATE \@ "d"*Ordinal } } { QUOTE { DATE \@ "MMMM yyyy" } }

{ MERGEFIELD LINKNAME_TITLE_1 } { MERGEFIELD LINKNAME_FORENAME_1 } { MERGEFIELD LINKNAME_SURNAME_1 }
{ MERGEFIELD CALCULATION_ADDRESS }

Dear { IF { MERGEFIELD FW_ADDINFO_FW_CLI_SALUT }= "" "{ MERGEFIELD "LINKNAME_TITLE_1" } { MERGEFIELD "LINKNAME_SURNAME_1" }" "{ MERGEFIELD FW_ADDINFO_FW_CLI_SALUT }" }

Re: { MERGEFIELD MATTER MATTER_DESCRIPTION }

I write to confirm that I have today sent your application for Final Order to the Court. The Court should deal with this application swiftly and I therefore expect to receive the Final Order within the next two weeks or so.

I shall forward a copy of the Final Order to you once received.

Yours sincerely

{ MERGEFIELD CALCULATION_FEE_EARNER_DESCRIPTION }
{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

{INCLUDETEXT

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Other party solicitor Send AoS

{INCLUDETEXT

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Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD client_no }/{ MERGEFIELD matter_no }

Your Ref:{ MERGEFIELD FW_OS_SOL_FW_OS_SOL1_REF }

{ QUOTE { DATE \@ "d"*Ordinal } } { QUOTE { DATE \@ "MMMM yyyy" } }

{ MERGEFIELD "FW_OS_SOL_FW_OS_SOL1_ORG_name" }
{ MERGEFIELD "FW_OS_SOL_FW_OS_SOL1_ORG_address" }

Dear Sirs

Your Client: { MERGEFIELD FW OS1 FW OS1 FORENAME } { MERGEFIELD FW OS1 FW OS1 SURNAME }

Our Client: { MERGEFIELD LINKNAME FORENAME 1 } { MERGEFIELD LINKNAME SURNAME 1 }

Please find enclosed a copy of the Acknowledgement of Service which we have today lodged with the Court. We should be grateful if you would please confirm when you have applied for the Conditional Order.

Yours faithfully

{ MERGEFIELD CALCULATION_FEE_EARNER_DESCRIPTION }
{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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Other Party send AoS

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Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD client_no }/{ MERGEFIELD matter_no }

Your Ref:

{ QUOTE { DATE \@ "d"*Ordinal } } { QUOTE { DATE \@ "MMMM yyyy" } }

{ MERGEFIELD "FW_OS1_FW_OS1_TITLE" } { MERGEFIELD "FW_OS1_FW_OS1_FORENAME" } { MERGEFIELD "FW_OS1_FW_OS1_SURNAME" } { MERGEFIELD "FW_OS1_FW_OS1_ADDRESS" }

Dear { MERGEFIELD "FW_OS1_FW_OS1_TITLE" } { MERGEFIELD "FW_OS1_FW_OS1_SURNAME" }

Re: Our Client { MERGEFIELD LINKNAME_TITLE 1 } { MERGEFIELD LINKNAME_FORENAME 1 } { MERGEFIELD LINKNAME_SURNAME 1 }

Please find enclosed a copy of the Acknowledgement of Service which I have today sent to the Court. I should be grateful if you would please let me know when you have lodged your application for the Conditional Order with the Court.

Yours sincerely

{ MERGEFIELD CALCULATION_FEE_EARNER_DESCRIPTION }
{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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Client to Acknowledge AoS sent

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Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD client_no }/{ MERGEFIELD matter_no }

Your Ref:

{ QUOTE { DATE \@ "d" *Ordinal } } { QUOTE { DATE \@ "MMMM yyyy" } }

{ MERGEFIELD LINKNAME_TITLE_1 } { MERGEFIELD LINKNAME_FORENAME_1 } { MERGEFIELD LINKNAME_SURNAME_1 } { MERGEFIELD CALCULATION_ADDRESS }

Dear { IF { MERGEFIELD FW_ADDINFO_FW_CLI_SALUT } = "" "{ MERGEFIELD LINKNAME_TITLE_1 } { MERGEFIELD LINKNAME_SURNAME_1 }" "{ MERGEFIELD FW_ADDINFO_FW_CLI_SALUT }" }

Re: { MERGEFIELD MATTER MATTER DESCRIPTION }

I am pleased to confirm that I have now sent your Acknowledgement of Service to the Court. { MERGEFIELD FW_OS1_FW_OS1_FORENAME } will now apply to the Court for the Conditional Order, which is the next stage in the proceedings. The Court will first grant a Certificate of Entitlement to the Conditional Order, and the Conditional Order will later be pronounced by the Court on the date stated in the Certificate of Entitlement.

I will forward a copy of the Certificate of Entitlement to you as soon as I have received the same.

Please remember that Conditional Order is not the final stage of the { MERGEFIELD FW_DIV_PETDET_FW_APPTYPE * LOWER}. You will remain { IF { MERGEFIELD FW_DIV_PETDET_FW_RELATIONSHIP } = "married" "married to" "in a civil partnership with" } { MERGEFIELD FW_OS1_FW_OS1_FORENAME } until the Final Order has been pronounced by the Court.

If you have any queries please do not hesitate to contact me.

Yours sincerely

{ MERGEFIELD CALCULATION_FEE_EARNER_DESCRIPTION }
{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME *UPPER }

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Client enc Certificate of

Entitlement

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Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD client_no }/{ MERGEFIELD matter_no }

Your Ref:

{ QUOTE { DATE \@ "d"*Ordinal } } { QUOTE { DATE \@ "MMMM yyyy" } }

{ MERGEFIELD LINKNAME_TITLE_1 } { MERGEFIELD LINKNAME_FORENAME_1 } { MERGEFIELD LINKNAME_SURNAME_1 }
{ MERGEFIELD CALCULATION_ADDRESS }

Dear { IF { MERGEFIELD FW_ADDINFO_FW_CLI_SALUT } = "" "{ MERGEFIELD "LINKNAME_TITLE_1" } { MERGEFIELD "LINKNAME_SURNAME_1" }" "{ MERGEFIELD FW_ADDINFO_FW_CLI_SALUT }" }

Re: { MERGEFIELD MATTER MATTER DESCRIPTION }

I am pleased to confirm that I have now received the Certificate of Entitlement to Conditional Order from the Court. You will see from the Certificate that the Conditional Order is due to be pronounced on { MERGEFIELD FW_DIV_PETDET_FW_DATE_DN_2PRO \@ "d"*Ordinal } { MERGEFIELD FW_DIV_PETDET_FW_DATE_DN_2PRO \@ "MMMM yyyy"}.

I will forward a copy of the Conditional Order to you as soon as I have received the same.

Please remember that Conditional Order is not the final stage of the { MERGEFIELD FW_DIV_PETDET_FW_APPTYPE * Lower}. You will remain { IF { MERGEFIELD FW_DIV_PETDET_FW_RELATIONSHIP } = "married" "married to" "in a civil partnership with" } { MERGEFIELD FW_OS1_FW_OS1_FORENAME } until The Final Order has been pronounced by the Court.

If you have any queries please do not hesitate to contact me.

Yours sincerely

{ MERGEFIELD CALCULATION_FEE_EARNER_DESCRIPTION }
{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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Client Care Letter Legal Aid

Applicant

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Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD client_no }/{ MERGEFIELD matter_no }

Your Ref:

{ QUOTE { DATE \@ "d" *Ordinal } } { QUOTE { DATE \@ "MMMM yyyy" } }

{ MERGEFIELD LINKNAME_TITLE_1 } { MERGEFIELD LINKNAME_FORENAME_1 } { MERGEFIELD LINKNAME_SURNAME_1 }
{ MERGEFIELD CALCULATION_ADDRESS }

Dear { IF { MERGEFIELD FW_ADDINFO_FW_CLI_SALUT } = "" "{ MERGEFIELD LINKNAME_TITLE_1 } { MERGEFIELD LINKNAME_SURNAME_1 }" "{ MERGEFIELD FW_ADDINFO_FW_CLI_SALUT }" }

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 CALCULATION_EXECUTIVE_NAME } = "" "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

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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

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.

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.

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

{ MERGEFIELD CALCULATION_FEE_EARNER_DESCRIPTION }
{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

Court Enclosing D36 for Final

Order

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Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD client_no }/{ MERGEFIELD matter_no }

{ QUOTE { DATE \@ "d"*Ordinal } } { QUOTE { DATE \@ "MMMM yyyy" } }

{ MERGEFIELD FW_COURT_FW_COURT_name }
{ MERGEFIELD FW_COURT_FW_COURT_address }

Dear Sirs

{ IF { MERGEFIELD FW_ADDINFO_FW_CLI_TYPE } = "Applicant" "{ MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD "LINKNAME_SURNAME_1" } v { MERGEFIELD FW_OS1_FW_OS1_FORENAME } { MERGEFIELD FW_OS1_FW_OS1_SURNAME }" "{ MERGEFIELD FW_OS1_FW_OS1_FORENAME } { MERGEFIELD FW_OS1_FW_OS1_SURNAME } v { MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD "LINKNAME_SURNAME_1" }" }
Application for { IF { MERGEFIELD FW_DIV_PETDET_FW_APPTYPE } = "divorce" "Divorce" "Dissolution of Civil Partnership" }
In the Court at { MERGEFIELD FW_COURT_FW_COURT_name }
Case No. { MERGEFIELD FW_COURT_FW_CASE_NO }

We act for the above named { MERGEFIELD FW_ADDINFO_FW_CLI_TYPE * Lower} and enclose our application for Final Order.

We look forward to receiving the Final Order in due course.

Yours faithfully

{ MERGEFIELD CALCULATION_FEE_EARNER_DESCRIPTION }
{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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