

## **Kevin Shearn Family Law Practice Limited**

### **Terms of Business**

#### **1. Our Aim**

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

#### **2. Our Commitment to You**

We will:-

- 2.1. Represent your interests and keep your business confidential.
- 2.2. Explain to you the legal work that may be required and, where appropriate, the prospects of a successful outcome.
- 2.3. Explain to you the likely degree of financial risk that you will be taking on.
- 2.4. Deal with your queries promptly.
- 2.5. Keep you regularly informed of progress or, if there is none, when you are next likely to hear from us.

#### **3. Office Hours**

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

#### **4. People Responsible for your Work**

- 4.1 The joint Director of this Firm, Kevin Shearn is a qualified Solicitor and is a member of the Law Society Children Panel and Family Law Panel (Advanced).  
Direct Dial 01823 281220  
Mobile 07979 803223  
Email kevin@ksflp.co.uk

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

Marie Justice is a qualified Solicitor  
Direct Dial 01823 281221  
Email [marie@ksflp.co.uk](mailto:marie@ksflp.co.uk)

Amy Goss is a qualified Solicitor  
Direct Dial 01823 281224  
Email [amy@ksflp.co.uk](mailto:amy@ksflp.co.uk)

Sarah Daw is a Chartered Legal Executive  
Direct Dial 01823 281226  
Email [sarah@ksflp.co.uk](mailto:sarah@ksflp.co.uk)

Nichola Baylis is a Law Graduate Paralegal  
Direct Dial 01823 281224  
Email [nichola@ksflp.co.uk](mailto:nichola@ksflp.co.uk)

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

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

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

## **5. Equality and Diversity**

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

## **6. Charges and Expenses**

- 6.1. Our charges will be calculated mainly by reference to the time actually spent by the solicitors and other staff in relation to any work that they do on your behalf. This will include meetings with you and others, reading

and working on papers, correspondence, preparation and any detailed costs calculations, and time spent travelling away from the office when necessary. Routine letters are charged as six-minute units of time and we charge for the time spent on making and taking telephone calls, and considering incoming letters, in units of six-minutes.

- 6.2. We will tell you the current hourly rate for the people who will have responsibility for your work. These hourly rates have to be reviewed periodically to reflect increases in overhead costs and inflation. Normally the rates are reviewed with effect from 1 June each year. We will inform you of any variation in the rate before it takes effect.
- 6.3. In addition to the time spent, we may take into account a number of other factors. These might include any need to carry out work outside our normal office hours, the complexity of the issues, the speed at which action has to be taken, and any particular specialist expertise that the case may demand. It is not always possible to indicate how these aspects may arise but on present information we would expect them to be sufficiently taken into account in the rates quoted to you.
- 6.4. We will often have to pay out other expenses on your behalf such as Experts' fees, Process Server fees, Counsel's fees, Court fees etc. We refer to these payments generally as "disbursements", and when they are required we will generally ask you to let us have the amount needed to cover them in advance. We have no obligation to make these payments unless you have provided us with the funds for that purpose.
- 6.5. If any direct transfer of funds is made from our Bank Account to any external account using the Bank's automated transfer system (to ensure the funds are credited as cleared funds immediately on receipt) then we will make a fixed administration charge of £25.00 plus VAT.
- 6.6. If, for any reason, a matter does not proceed to completion, we will be entitled to charge you for work done and expenses incurred.
- 6.7. You are entitled to complain about your bill – see 19.2 below
- 6.8. You may also have a right to object to the bill by making a complaint to the Legal Ombudsman and/or by applying to the court for an assessment of the bill under Part III of the Solicitors' Act 1974

## **7. Payment Arrangements**

- 7.1. It is normal practice to ask clients to pay sums of money from time to time on account of the charges and expenses that are expected in the following weeks or months. We find that this helps clients in budgeting for costs as well as keeping them informed of the legal expenses that are being incurred.
- 7.2. Unless we have agreed otherwise, accounts should be settled when the bill is rendered. If accounts are not met with prompt payment, this may result in a delay in the progress of the work we are carrying out for you. In the unlikely event of any bill for payment not being met, we must reserve the right to stop acting for you.

- 7.3. Interest at the current Court rate will be charged on bills that are not paid within 28 days of delivery by us on the bill.

## **8. Other Parties' Charges and Expenses**

- 8.1. In some cases and transactions, you may be entitled to payment of costs by someone else. It is important that you understand that in those circumstances, and particularly in Court cases, the other person may not be required to pay all the charges and expenses that you incur with us. You have to pay our charges and expenses in the first place and any amounts that can be recovered will be a contribution towards them. If the other person is receiving Legal Aid no costs are likely to be recovered
- 8.2. If you are successful in a Court case and a Court orders someone else to pay some or all of your charges and expenses, you will also be entitled to claim interest on that amount from the date of the Court Order until the debt is paid. We will account to you for any interest received to the extent that you have paid our charges or expenses, but we are entitled to the rest of that interest. You will be responsible for paying our charges and expenses in seeking to recover any costs that the Court orders the other party to pay to you.
- 8.3. If you are unsuccessful in a Court case, you may be ordered to pay the other party's legal charges and expenses. That money would be payable in addition to our charges and expenses.

## **9. Interest Payments**

- 9.1. The firm has a policy that we will pay interest to clients on any monies held by us on their behalf on a fair and reasonable basis. This means that we will pay a sum by way of interest that represents a fair market rate according to market conditions prevailing from time to time. The rate of interest paid will vary.
- 9.2. The current rate of interest paid to us on client money by our bank is 0.10% per annum. This rate may appear lower than that available on some bank accounts but this is due to the fact that client monies has to be held in an instant access account to facilitate transactions. Where appropriate, we will discuss with clients how funds are to be held in order to enhance the interest payable.
- 9.3. However the firm will not pay interest on client monies unless the amount calculated exceeds £20. The period for which interest will be calculated will normally run from the date(s) on which we receive cleared funds until the date(s) of issue of any cheque(s) from our client account. This figure of £20 is to help us cover the administrative expenses of arranging these calculations and payments.
- 9.4. Clients are requested to inform us if they do not want to receive interest on any monies held by us on their behalf or if they wish us to deal with interests on funds in a different way.

## **10. Storage of Papers and Documents**

- 10.1. Following the conclusion of a matter, we will keep your file of papers in storage for not less than 7 years. If the matter concerns a child or children under the age of 18, the file of papers will be kept for 7 years or until the 21<sup>st</sup> birthday of the youngest child. After that we have the right to destroy it.
- 10.2. After completing the work on any matter or if you terminate your instructions to us, we are entitled to keep all your papers and documents whilst there is money owing to us for our charges and expenses.
- 10.3. If we retrieve papers or documents from storage in relation to continuing or new instructions to act for you, we will not normally charge for that retrieval. However, if we are asked to retrieve papers or documents in other circumstances, we may make a charge based on the time spent in retrieving them. We may also charge for reading correspondence or other work necessary to comply with the instructions given by you or on your behalf.

## **11. Quality Assurance Assessments**

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

## **12. Termination**

- 12.1. You may terminate your instructions to us in writing at any time, but we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. If at any stage you do not wish us to continue doing work and/or incurring charges and expenses on your behalf, you must tell us this clearly in writing.
- 12.2. If we decide to stop acting for you, for example, if you do not pay an interim bill or comply with a request for a payment on account or fail to make a payment due under a fixed price agreement, we will tell you the reason and give you notice in writing.
- 12.3. We will not tolerate threatening or abusive words or behaviour towards staff at this office and reserve the right to terminate our retainer with you in such circumstances. In such circumstances, we reserve the right to recover from you any outstanding payments that are due under an interim bill or under a fixed price agreement.

### **13. Tax Advice**

Some work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We are not qualified to advise you on the full tax implications of a transaction that you instruct us to carry out, or the likelihood of them arising. If you have any concerns in this respect, please raise them with us immediately. In such circumstances, we will normally recommend that you seek the advice of a Chartered Accountant.

### **14. Financial Services**

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

### **15. Conveyancing/Property Services**

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

### **16. Will Writing**

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

### **17. Disclosure Requirements**

#### **17.1. Confidentiality**

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

17.1.2. If while we are acting for you, it becomes necessary to make a money laundering disclosure, we may not be able to inform you that a disclosure has been made or of the reasons for it. Where the law permits

us to do so, we will tell you about any potential money laundering problem and explain what action we may need to take.

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

## **18. Cash**

18.1. Our Firm's policy is not to accept cash payments greater than £500 from the client except if this is in settlement of an account for services rendered.

18.2. 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.

## **19. Communication Between You and Us**

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

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

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

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

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

a year of the act or omission about which you are complaining occurring (or you becoming aware of it).

### **19.3. What to do if you are unhappy with our behaviour**

The Solicitors Regulation Authority can help if you are concerned about our behaviour. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic. Visit their website to see how you can raise your concerns with the [Solicitors Regulation Authority](#).

19.4. There may also be a right to object to our bill by applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974. If all or any part of our bill remains unpaid, we reserve the right to charge interest.

19.5. We will aim to communicate with you by whichever method you may request. We may need to virus check disks or email. Unless you withdraw consent, we will communicate with others when appropriate by email or fax, but we cannot be responsible for the security of correspondence and documents sent by email or fax.

19.6. Enclosed with these terms is a Privacy Notice setting out your rights and our obligations under the GDPR 2018

## **20. Limitation of our Liability to You**

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

## **21. Acceptance**

21.1. These terms apply to any instruction you give us. We may revise our Terms of Business from time to time but in this event, we will notify you of any changes in writing.

21.2. Unless we have expressly agreed otherwise, this agreement takes effect from the date we were first instructed by you.

21.3. By instructing us to commence work on this matter, you will be taken to have accepted these Terms of Business. Please do contact us if you have any questions regarding the basis on which we are acting for you.

**Please confirm that you understand and accept these provisions**

**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Client Ref:** \_\_\_\_\_

## **Kevin Shearn Family Law Practice Limited**

### **Privacy Notice to Employees and to Clients**

#### **Who are we?**

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

#### **Whose data do we hold?**

We may hold data about the following people:-

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

#### **What data will we collect?**

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

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

#### **Special Categories**

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

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

#### **Basis for processing**

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

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

## **How will we use your data?**

We may use your information for the following purposes:-

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

## **Who will we share your information with?**

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

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

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

## **How long will we keep this information for?**

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

## **Transfer to third countries**

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

## **Security arrangements**

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

## **What rights do you have?**

You have the following rights under GDPR:-

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

### **Right of access**

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

### **Right to erasure**

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

### **Data privacy manager and how to complain**

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