



## Terms and Conditions of Business- Apple Tree Family Law

### Introduction

These terms of business, along with the engagement letter sent to you in relation to your matter form the contract between us. If there is any discrepancy between anything in the letter and the terms of business, then the letter will prevail over these terms.

A copy of our terms of business is also available on our website for reference. If there is any discrepancy, the terms of business sent to you at the outset of your matter will prevail, unless we have specifically notified you otherwise.

Where we say 'you', 'yourself' or 'your' in these terms we refer to the client identified in the engagement letter and where we say 'we', 'us' or 'or' we mean Appletree Family Law Ltd.

### Our service to you

We will identify objectives with you at the start of your matter and review them with you as required.

We will update you with the cost of your matter on a monthly basis unless otherwise agreed with you.

Your matter will be dealt with by John Pratley. John will also be supervising your matter. We will let you know of any changes to the people dealing with the work as and when they occur.

We will act for you as your legal adviser and you should make any decisions through your other professional advisers or on your own regarding the commercial or financial viability of the work. We will seek to provide clear advice, balancing the risk and benefits in working to achieve agreed objectives. Unless specifically agreed with you in writing we will not provide you with tax advice.

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

If we need to instruct external experts such as counsel accountants or surveyors we can only do so when you have paid those fees. We instruct the experts as your agent and the expert will be directly liable to you.

We will advise you on the law in England and Wales.

### Our fees

We will provide you with an estimate of our fees in our engagement letter. If that is not possible we best estimate we are reasonably able to provide of the overall cost of your matter.

We will provide you with a list of charging rates for the people working on the matter for you. We will update you regularly if the estimate should change, and make sure you know if a great deal of work has to be done in a short timescale.

Our charging rates are reviewed on an annual basis and we will let you know what impact if any this has on the amount we will charge you.

Except in the case of emergency we will provide you with a quote for the next step in your matter. We will ask you to provide sufficient funds to cover that quote, including VAT and any disbursements before we proceed. By providing those funds, or by instructing us to proceed, you accept our quote. If it becomes clear to us that we are not able to complete that step in your matter within the quote we have given we will notify you as soon as we are reasonably able, and will provide a revised quote. If, after receiving that revised quote, you instruct us to proceed you accept our revised quote.

In an emergency, we may not be able to provide you with a quote for the next step in your matter. In that case, if you instruct us to proceed, you will agree to pay our charges for that step calculated in accordance with the hourly rate set out in our engagement letter. We will take all reasonable steps to notify you of our intention to do this and if we are not able to contact you, we will take only those steps which, in our absolute discretion, are reasonably necessary to protect your interests.

It is not our policy to accept cash from our clients.

### Termination

You can terminate your contract with us at any time throughout the running of the matter. We can keep all your papers and documents while there is still money owed to us for fees and expenses.

We can terminate the work where we feel that the relationship has broken down, or where you have not paid us on time or are not providing us with your instructions needed to carry out your work. We will give you reasonable notice of this.

In any case we will bill you up to the date of termination and our fees and disbursements must be paid in full within month one month of the bill being delivered we will not release any documents or papers to you until the final invoice is paid.

### Complaints

If you are unhappy with the way we are dealing with you your matter, or with your bill, you will find our complaints procedure on our website.

### Equality and diversity

We are committed to providing the same level of service to all clients regardless of any characteristic protected by law. At your request we will implement any adjustments that are considered to be reasonable, which will include consideration of cost and availability of provision, to ensure that you are not put at a substantial disadvantage when dealing with Appletree Family Law.

Adjustments include the provision of additional equipment, provision of interpreters and providing information in a format that is appropriate to you.

Where possible we will ensure that appropriate facilities are available to enable you to meet any religious commitments you may have, and try to avoid arranging meetings at significant times or days. Please let us know of any dates and times that may prove difficult for you when you first instruct us.

### Professional indemnity insurance

We hold compulsory professional indemnity insurance with (details of insurers and contacts to be confirmed)

We are obliged by our insurers to notify them of any circumstances known to us which may give rise to a claim against us. That may require us to tell them (and our brokers)

information about you and your instructions which is privileged, and to supply documents to them. We will only pass on privileged or confidential information in good faith to ensure your legal rights to claim against us are preserved. Our insurers and brokers are contractually obliged to keep all information be passed to them strictly confidential. They may only use it for the purpose of administering our insurance arrangements including any claim you might make. Accordingly, disclosure is important for you to protect your interests. We will assume you consent to our sharing information in this way unless you tell us that you do not.

### Our liability to you

We have a duty to carry out your work to a reasonable level of skill and care. The duty rests with Appletree Family Law Limited and not with any individuals acting for you.

We are not liable for any consequential or indirect losses arising from negligence in the work we do for you (for example loss of revenue, profit, business opportunity, goodwill or damage in reputation). This is so even where it might have been foreseeable at the start of the matter.

We are not be liable for any loss including consequential or indirect losses arising from communication passing between us and you (in either direction) being hacked or intercepted, including any email communication.

Unless otherwise noted in the engagement letter relating to this matter our liability to you is restricted to £500,000 inclusive of interest, legal and other costs.

The figure stated has been selected after balancing the risks arising from the work we expect to undertake for you, the fees payable and the importance of the matter to you. We will only be liable for a just and equitable proportion of any losses whether other professionals are involved or not.

Where we work with others who have limited their liability in any way our own liability will be limited to an amount which would have applied had the other not so limited its liability.

You should not rely on any draft document we draw up for you until it has become the final version. We will not be liable for any mistakes in the document until the final version has been drawn up.

### Data protection

To provide you with the services we may need to process your personal data. Our privacy policy sets out detailed information about how we use your personal data and your rights in relation to your personal data. The privacy policy is available on our website.

### Storage of documents

We will destroy your file, and any documents on it, within six months after the conclusion of your matter. If our file contains any documents which you wish us to return to you, please ask us to do so before that time. We will retain an electronic version of your file for at least 15 years after the date we send you our final bill.

We may store documents on our know-how system for use as a precedent for later work. We take reasonable steps to ensure that the system is secure and that our overriding duty of confidentiality to you is observed.

### Outsourcing

Sometimes we ask external organisations to provide us with support services such as document and know-how processing and photocopying

We always enter a confidentiality agreement with the service provider. If you do not want your matter sent outside the firm please let us know. We may also send the work to a country outside the EU and we will ensure that your data is kept secure. Please see 'data protection' above.

### Anti-money laundering measures

As solicitors we are obliged to identify our clients by carrying out a client due diligence exercise before we start working on any transaction involving property or money. Please note that we will not be able to act for you until we have verified your identity.

We are obliged to keep your affairs confidential, but where we know or suspect that a transaction may involve money laundering or terrorist financing we have an obligation to report our concerns to the national contests National crime agency. If this is the case we may not be able to tell you that we have made the report and we may have to stop acting for you for a while.

We do not hold client monies. Instead, client monies are held by (set out details of escrow account arrangement)

### Commission

It is our policy not to accept commission from anyone in relation to your matter. If such commission is paid to us we will let you know how much we have been paid and credited against your next bill

### Confidentiality

We will keep your affairs confidential from our other clients and anyone externally unless you specifically ask us to disclose the information to them or we need to do so to deal with your matter. You understand that we will not disclose any information to you about other clients

### Auditing and vetting files

External firms such as Excel auditors, the Solicitors Regulation Authority, and the Bar Standards Board, may vet our files from time to time. They are required to maintain confidentiality in relation to your matter. Please let us know if you do not want them to vet your file.

### Conflicts of interest.

We must not act for you where there is a conflict of interest between you and Appletree Family Law or another client of the firm. If a conflict arises we will discuss the situation with you with a view to agreeing how the situation can be resolved. In a case where there is a potential conflict of interest between you and another client that is obvious from the outset we will seek consent from you and the other client to act and will let you know what will happen if a conflict arises.

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

This paragraph applies in addition to your general rights to terminate your agreement with us (see termination). If we have not met with you in person, or if the contract for legal services is entered into away from our business premises, the Consumer Contract (Information, Cancellation and Additional Charges) Regulations may apply. This means you may have the right to cancel your instructions to us within 14 days of our initial communication with you without giving any reason. To exercise your right to cancel you must make a clear statement (letter fax or email) setting out your decision to cancel. To meet the cancellation dead line it is sufficient for you to send the communication before the cancellation period has expired. This will end the obligations of both you and us under the contract

You may waive the 14 day cancellation period. Please let us know immediately if you wish to do so.

You may require us to begin work on your matter during the 14 day cancellation period. If you expressly request we can begin work on your matter during the cancellation period. If you then cancel your instructions we reserve the right to ask you to pay an amount proportionate to what has been carried out prior to you communicating any cancellation. If you have made a payment on account you will only receive a refund for that part of our services not provided. If you decide to cancel before the end of the cancellation period and we have not started to provide our services you will receive a full refund of any fees paid. You will not have the right to cancel the agreement if you request we start work within the cancellation period and we have completed those services.

### Communication

Our preferred method of communication is email. If there are physical or email addresses that you do not want us to contact at certain times please ensure that we are informed.

### Apple Tree Family Law.

Appletree Family Law is a trading name of Apple Tree Family Law Ltd, which is a company registered in England and Wales, company number 11389564.

Bar Mutual Indemnity Fund Ltd, 90 Fenchurch St, London EC3M 4ST  
([www.barmutual.co.uk](http://www.barmutual.co.uk))

22nd October, 2018