

TERMS AND CONDITIONS OF BUSINESS

The basis on which I carry out professional work.

1) I am the Managing Director of Mortlake Law Ltd trading as Mortlake Law and Mediation, and I personally will do all the work needed under this arrangement. I qualified as a Solicitor in England 1977. I qualified as an Advocate & Solicitor in Singapore 1994. I have practised law for many years as a Property Solicitor covering the whole range of residential and commercial property. I worked as a Commercial Advocate and Solicitor in Singapore and conducted several High Court actions successfully. Since 2012, after retraining as a family lawyer I started my law practice and trained as a Family Mediator in 2013 and as an Accredited Civil and Commercial Mediator in 2019. Altogether I now have well over 45 years of practical experience of law working in private practice.

2) Please note that I no longer practise as a Solicitor and therefore do NOT deal with regulated work such as Conveyancing or Litigation. As a result, my charges are much less than Solicitors.

The range of work I can carry out.

I should explain to you the range of the work that as a Family lawyer and Mediator I carry out, as well as the type of work I do not. I advise on the law, draft documents for clients to use, and act on behalf of clients as a “McKenzie friend” before courts or tribunals. Please note I help you instruct a suitable barrister if your case goes to court under Direct Access which means your contract will be between yourself and the barrister.

Here are some examples: -

- (1) I can draft letters and documents on your behalf and send them to another person.
- (2) I can help you at Court as a McKenzie friend at the discretion of the court which is invariably granted. This means that I can give you briefing notes, help you with necessary research provide emotional support and take thorough notes at the hearing.
- (3) If a witness statement is needed from you, I can draft it from what you tell me. I may also be able to help finalise a witness statement from another person based on the information that person has been provided.

- (4) I can advise you on the need for expert evidence and on the choice of a suitable expert. Expert evidence is evidence about a professional, scientific, or technical matter provided by an individual with expertise in that area.
- (5) Negotiate on your behalf with your ex to be other /lawyers (with their client's approval) and liaise with courts and institutions
- (6) Based on my vast experience I can assist you in drafting formal court documents for you and in serving documents on the parties or file them at court on your behalf.
- (7) I can provide a care of address, but I cannot go on the court record. If your case goes to court, you will be listed on the court record as a litigant in person. You will need to provide your own address as the "address for service" of documents sent to you by the court and other parties.
- (8) I can provide on my own or with another mediator, mediation services in Civil or Commercial disputes of whatever nature. I am fully trained insured and accredited with the Civil Mediation Council. I am a member of the Society of Mediators and Resolution. (A grouping of family law solicitors and mediators of 6500+)

3.Code of Conduct

In all my professional work I follow a professional law Code of Conduct. As a result, if I consider that a solicitor needs to be instructed in your own interests or for some other professional reason, I will give you as much notice as possible.

4.Office Hours

My normal opening hours are 10 AM to 5 PM Monday to Thursdays and by appointment on Fridays/Saturday mornings. Normally if I am out of the office the telephone will be answered professionally in my absence and you may leave a message which will be passed onto me by email, and I will do my utmost to return your call the same working day. I also try to make myself available outside the normal office hours 10 AM to 5 PM Monday to Thursday to assist my clients.

5.My availability

As I carry out all my professional work personally, there may be times when I am not available to you. For example, if I am in court, I may be unavailable to other clients during that time.

6.Fees

(1) At the moment, I do not know how much work will be involved in your instructions. As a result, I cannot quote you a fixed fee at this stage. Further work unless otherwise agreed is charged at **£250 hour (no VAT)**. I will not carry out work that will cost you more than that without your permission.

(2) I reserve the right to increase the hourly rate by written notice if, for example, the matter becomes more complex than expected, or if I am required to do work on your matter outside my normal office hours.

(3) I also reserve the right to increase the hourly rate in the event of expedition, but I will notify you in writing before such charges are agreed.

(4) When I have finished the paperwork, you have instructed me to draft, I will tell you how much the fee is. You and I agree that I will not send you the work until you have paid the fee. It is my normal practice to ask clients to pay sums of money from time to time on account of the charges and expenses which I expect to incur. This helps to avoid delay in the progress of your case. I will need monies on account of our charges and to enable payment of expenses, if any, before I start work on your matter. I may request further payments on account of charges and expenses to be incurred as the matter progresses. Such sums will be held on account to be offset against your interim or final bill, but it is important that you understand that your total charges, expenses will be greater than any advance payments. When we put these payments towards your bill, I will send you a receipted bill.

(5) In all matters I require our charges and expenses to be paid on receipt of the bill. In default of payment within 7 days I reserve the right to charge you interest on the bill at the prevailing Court Rate, or pursuant to the provisions of the 'Late Payment of Commercial Debts (Interest) Act 1998', from the date on which payment of our bill is due. If you do not pay our bill within this time. Interest may be charged up to a maximum rate of 8% above Barclays bank base rate and will accrue daily until payment.

(6) In addition, in the event of late non-payment of our account, I shall reserve statutory rights to claim compensation for debt recovery costs pursuant to the overdue payment legislation, including EU Directive 2000 35/EC

(7) Under this contract, you are responsible for paying my fees. It is impossible at this stage to estimate how long and how much this case may cost. **If you wish to retain my services, I will require a further payment from you for £ on account** Please note that if I am instructed to make an urgent application to the court

then will be extra charges for expedition and I will advise you near the time what these may be if required. Please note the rate for emails and pages of attachments to read and consider carefully are £12.50 + VAT @3 mins each (unlike Solicitors who charge at 6 mins) and outgoing @ 6 minutes per page £25+VAT. (unless short)

7. Other parties' charges, expenses – contentious matters only

In matrimonial cases, orders for costs against your opponents are rare even if you are successful.

8. Documents

You and I agree that:

- (1) I am entitled to keep copies of any documents you give me for my own professional records; and
- (2) I will return all your original documents to you when I have carried out the work you have instructed me to do, and it has been paid for.

I would prefer that you give me copies of documents rather than originals. However, if this is not possible, I may make a reasonable charge to you for producing photocopies.

9. Termination

- 1) You may terminate your instructions to me in writing at any time, but I will be entitled to keep all your papers and documents while there is money owing to me for our charges and expenses.
- (2) In some circumstances, you may consider I ought to stop acting for you; for example, if you cannot give clear or proper instructions on how I am to proceed, or if you have lost confidence in how I carry out your work.
- (3) I may decide to stop acting for your only with good reason; for example, if you do not pay an interim bill or comply with my request for payment on account. I must give you reasonable notice that I will stop acting for you. If you or I decide that I will no longer act for you, you will then need to pay any charges on an hourly basis and expenses as set out earlier.

10. Identity and disclosure requirements

I am entitled to refuse to act for you if you fail to supply appropriate proof of identity or yourself and any principal whom you may represent.

(2) I do not disclose information about your affairs without your authority

11.Third Parties

There may be occasions when the advice of a third-party expert is required, such as a doctor or surveyor etc. If the advice of a third-party expert is required you will be consulted about this, the choice of expert and the cost.

Please note that I will not accept responsibility for the advice of any third-party instructed.

12.Financial services

The company is not authorised by the Financial Conduct Authority, and I do not hold myself out as giving you any expert financial advice in any way.

13.Liability

The company's liability for negligence in respect of the work that is the subject of these terms and conditions shall be unlimited.

14.Data protection

This company adheres to the requirements of the Data Protection Act 2018, to the data protection principles mentioned therein in relation to personal data. By accepting these terms of business, you are agreeing to the processing of personal data to enable us to carry out work in accordance with your instructions. You are also referred to our [Privacy Policy. \(details on request\)](#)

15.Equality and adversity.

The company is committed to promoting equality and diversity in its dealings with clients, third parties and employees. I will not discriminate in the provision of our services on the grounds of, for example, sex, marital status, sexual orientation, gender, age, race, nationality, colour, or disability.

16.General obligations

The information which you give me will be received in professional confidence. This means that I must maintain the confidentiality of any information you shared with me can only tell others about it if you give your consent me to do so. The only exception is statutory and other legal requirements that may cause me to

disclose information which I have received from you to governmental or other regulatory authorities e.g., organisations, whose rules I must meet, without your consent without telling you that I have made the disclosure. Statutory and legal requirements rules or regulations of the individual must, by law, be followed.

17.Jurisdiction

The contract we are making between us will be governed by English law, and any dispute will be subject to the jurisdiction of the English courts.

18.Complaints

(1) I hope you will be happy with the professional services I provide. However, if you are not satisfied, you should first refer the matter to me in line with my firm's' complaints procedure. If you would like a copy of the complaint's procedure, please ask me.

(2). If you are not happy with my reply, then you can contact the Civil Mediation Council /Resolution

19.Agreement.

Unless otherwise agreed, these terms of business will apply throughout the current matter. Please read the terms carefully. Your continuing instructions in this matter will amount to acceptance of these Terms and Conditions of Business. This is an important document: please keep it in a safe place for future reference.

20.Legal Software

I am pleased to confirm (Post Covid!) We are now a fully digital law Co.with access to: -

A.ONBOARDING-Thus is an onboarding form we sent you at the beginning of your Divorce /Family Law issue which enables you to provide us with relevant details of your personal details and finances and that of your ex-to-be. It enables a huge saving of costly time and effort and allows me to give you appropriate advice tailored to your situation and assets.

B. LEAP-This interfaces with M/S Outlook and Office 365 so I can capture with into your matter all the emails/letters and documents fast (from start to finish)and records my time so no more looking for elusive documents and has a host of functions for me to run an efficient law firm and to communicate with you more easily!

I do not charge extra for any of this software I use.

21.Meetings/ Zoom/M/S Teams/What's App/Moneypenny.

I prefer meetings face to face in a private meeting room here at @20 Mortlake, but we can meet online using Zoom/Teams/What's App video whatever you prefer. Meetings can be arranged by using **Calendly** on my website or via mobile call/ text to me..

If you prefer just call Alison at Moneypenny on our main No in office hours 0203 935 9490 who can take a message and who will at once let me know you have called and give me your Mobile/email to contact, you when I am available. **My mobile is 07956 235785.**

22.Solicitors.

At the end of your case where you are the Applicant, I may refer to an excellent firm of Solicitors in Richmond Starck Uberoi to draft the necessary Consent Order, as they have access to the Digital portal which saves a lot of time.

23.Cancellation Charges

Please note I reserve the right to levy a cancellation charge at my discretion if meetings arranged are cancelled or postponed

Yours sincerely,
Richard Buxton LLB MSoM MCiarb
Lawyer
Accredited Civil & Commercial Mediator
Trained Family Mediator and Arbitrator

MORTLAKE LAW LTD Co. Registration No.11875541

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