



## **Tracey Moloney Family Law Ltd**

### **Tracey Moloney**

Director and Solicitor

### **Terms and Conditions**

Tracey Moloney is a solicitor and director of Tracey Moloney Family Law Ltd. The office for Tracey Moloney Family Law Ltd is: 12 Villiers House, Lansdowne Court, Bumpers Farm, Chippenham, SN14 6RZ. Tracey Moloney Family Law Ltd is regulated by the Solicitors Regulation Authority no: 8000819 and is authorised to provide legal activities. The contact details for the Solicitors Regulation Authority are The Cube, 199 Wharfside Street, Birmingham, B1 1RN (postal address); [contactcentre@sra.org.uk](mailto:contactcentre@sra.org.uk) (email); 0370 606 2555 (telephone).

#### **1. Preliminary**

- a. These terms contain important provisions that limit liability to £3 million
- b. They may not be varied unless agreed in writing and signed by Tracey Moloney for Tracey Moloney Family Law Ltd.

#### **2. Definitions**

- a. 'The Agreed Fee' where applicable means **£400 + VAT** for our initial consultation.  
For the avoidance of doubt, expenses will be charged in addition unless these terms expressly provide otherwise and VAT will be applied to the total sum

(where applicable). Where the term 'fixed fee' is used, this shall be deemed to be an 'Agreed Fee'.

- b. 'The Client' means XXX
- c. 'The Client Contact' means XXX
- d. 'The Hourly Rate' will be determined and agreed at our initial consultation
- e. 'My Assistants Hourly Rate' means £100 per hour
- f. 'My Trainee Solicitors Rate' means £240 per hour
- g. 'My Paralegal Rate' means £150 per hour
- h. 'The Liability Cap' means £3 million
- i. 'You', 'Your' refers to The Client

### **3. The standards of service**

- a. In performing the service, every reasonable skill and care shall be employed to:
  - i. Represent your interest, and keep your business confidential;
  - ii. Explain to you the legal work which may be required and the prospects of a successful outcome;
  - iii. Explain the likely degree of financial risk in relation to legal costs which you will be taking on;
  - iv. Inform you regularly of progress or, if there is none, let you know when you are likely to hear of progress;
  - v. Deal promptly with your queries.
- b. Responsibility is not accepted for information misrepresented to me. Reliance may be placed on information and comments set out in reports and letters only on the basis of these terms and any letter of engagement.

### **4. Copyright**

- a. Copyright in all materials will remain the property of Tracey Moloney Family Law Ltd.

## **5. Services**

- a. I am to provide advice in connection with Family Law Matters.
- b. I do not provide advice on tax or employment issues.

## **6. Fees**

- a. The Current Hourly Rate will be reviewed periodically, and I will advise you in writing of any new rate applicable to the services in 5.1 or to additional services.
- b. Time is charged in units of 6 minutes. I will submit regular invoices which are payable within 7 days. If any invoice is unpaid after this period, I reserve the right to cease to acting further.
- c. Where I act for you in any proceedings, and in particular where I act for you in proceedings in court, you agree that my costs may exceed those recoverable between the parties to proceedings
- d. I may on occasions include in my bill expenses incurred by me on your behalf which I have not yet paid but which are liable to pay third parties. I will indicate on the bill where this applies. Upon payment of my account by you I will pay these sums into my office account and will pay the third parties promptly. I shall ask you to pay money on account of costs which I shall hold in my client account. The amount that you will be asked for will vary dependent upon the work that is required on your file.

## **7. Distribution**

- a. Correspondence will be addressed to The Client and The Client Contact only. Tracey Moloney Family Law Ltd. will not accept any responsibility to any other party, and my advice is not to be disclosed or referred to in whole or in part to any other party without my prior consent in writing.

## **8. Professional Indemnity Insurance**

- a. I maintain professional indemnity insurance of £3 million which is adequate and appropriate as confirmed by the Solicitor's Regulation Authority. Clients are not covered by professional indemnity insurance subject to the Solicitor's Regulation Authority minimum terms and conditions.

## **9. Limitation of liability**

- a. Your agreement is solely with Tracey Moloney Family Law Ltd.
- b. In this clause, the term mistake includes, but is not limited to, negligence; it does not include fraud.
- c. The maximum liability for Tracey Moloney Family Law Ltd is The Liability Cap including interest (unless a different amount is agreed with you in writing).
- d. The Liability Cap shall apply to (i) any claim arising from an act or omission, or a series of acts or omissions; (ii) any claim arising from the same or similar acts or omissions in a series of related matters or transactions (iii) all claims arising from one matter, transaction or assignment.
- e. Tracey Moloney shall not be liable for any indirect or consequential loss or loss of anticipated profit or other benefit, where the total liability together with any other liability exceeds The Liability Cap.
- f. I shall not be liable for any loss arising from or connected with my compliance with any statutory obligation which I may have or reasonable believe I may have to report matters to the relevant authorities under the provision of the money laundering legislation.
- g. I believe the limitations on my liability set out in this section are a reasonable amount having regard to my assessment of;

- i. The amount of any likely liability to you if I were to make a mistake, and
- ii. The availability and cost of professional indemnity insurance, and
- iii. Possible changes in the future availability and cost of insurance and solvency of insurers,

But I am happy to discuss the limit with you if you consider it insufficient for your purposes, and if appropriate we may then consider whether we are able to provide a higher limit at extra cost.

- h. These limits apply to the extent that they are permitted by law. I cannot for example avoid full liability if my mistake causes death or personal injury. Each of the above limitations constitutes a separate and independent limitation so that if one or more are held to be invalid for any reason or to any extent whatever or does not accord with any professional obligation then the remaining limitations or the limitations as varied shall be valid to the extent they are not held to be invalid or incompatible with any professional obligation.
- i. Nothing in these terms restricts your statutory rights.
- j. Save as expressly mentioned in these terms, it is not intended by the parties to this agreement that any term which may be construed as conferring a benefit on any person who is not a party to this agreement should be enforceable by such party whether under the provisions of the Contracts (Rights of Third Parties) Act 1999 or otherwise, unless we agree otherwise expressly and in writing, signed by me, no other party may rely on my advice. The granting of such agreement may be subject to payment of an additional fee.

## **10. Communication**

- a. I will communicate with you and third parties as the urgency requires by email, telephone, face to face, and post unless you advise me in writing that you do not wish me to do so. Email is an important business tool, but there are certain risks associated with it, and I will only use it subject to you recognising that:
  - i. Email may not be secure
  - ii. The delivery of email is uncertain. You cannot assume that an email you send has reached its intended recipient. If you send instructions by email (in particular those that vary previous instructions and/or those upon which action needs to be taken urgently), you must verify by telephone that the email has been received.
  - iii. I will be entitled to treat all messages as genuine, complete and accurate
  - iv. Incoming emails are subject to screening for spam, viruses and other undesirable content, and will be quarantined (and therefore not read) if any such content is detected.

#### **11. Working papers, correspondence and other documents**

- a. In the course of providing the services to you, I acquire and originate a range of documentation. According to its nature, this documentation is either your property or is my property. I do not segregate such documentation according to legal ownership.
- b. Unless otherwise agreed in writing I shall retain documentation for a period that accords with my document retention policy from time to time. My present policy is to retain documents for engagements of this type for six years.
- c. I reserve the right to destroy documents after a shorter period if my policy changes.
- d. Documentation that is your property will be returned to you on request within these times periods at your expense.

## 12. Lien

- a. In some circumstances, I am entitled to keep all your papers and documents while there is money owing to me for my charges and expenses. This is called a 'lien'. My lien may continue even if your agreement with me to provide legal services has been terminated.

## 13. Complaints

- a. If at any time you would like to discuss with me how my service to you could be improved or you are dissatisfied with the service you are receiving, you are to let me know by contacting me via email or phone. This could include a complaint about my bill or level of my costs.
- b. You may obtain a copy of the complaints handling procedure by asking me for it.
- c. I shall look at any complaint carefully and promptly and do all I can to explain the position to you. If I have given you less than satisfactory service, I shall try to do everything reasonable to put it right.
- d. If you are not satisfied by my response, you may refer the matter to the Legal Ombudsman to consider the complaint. The contact details for the Legal Ombudsman are as follows:
  - i. PO Box 6806, Wolverhampton, WV1 9WJ (postal address);
  - ii. 0300 555 0333 (telephone);
  - iii. [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk) (email);
  - iv. [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk) (website).
- e. Normally you will need to refer a complaint to the Legal Ombudsman within six years of the date of the act or omission giving rise to the complaint, or 3 years from the date when you should have known about the complaint. The Legal Ombudsman's service

is open to all individuals and very small businesses, charities, clubs and trusts; if in doubt whether you fall into one of these categories, you should contact the Legal Ombudsman.

#### **14. Objecting to our fees**

- a. As indicated in 13 'Complaints', you have a right to object to my bill by raising the issue with me and if you are not satisfied with my response, by referring it to the legal ombudsman. Alternatively, you may have a right to apply to the court for an assessment of my bill under Part III of the Solicitors Act 1974. If you exercise a right to have my costs assessed by the court, you cannot refer the issue to the Legal Ombudsman.
- b. If the services I have provided relate to proceedings in a Court or tribunal you may additionally be entitled to have the amount of my fees checked or assessed under Rules of Court or regulations applying to the particular proceedings or under the inherent jurisdiction of the court or tribunal before which the proceedings have taken, or are taking place.

#### **15. Data Protection**

- a. The General Data Protection Regulations requires me to inform you that I hold personal data which you provide, on my database. I use the term 'personal data' to mean information that relates to an individual and allows me to identify an individual, either directly or in combination with other information that I may hold.
- b. This may include for example, your name, your contact details and information relating to the legal services which I provide to you. I may hold information from the communications you exchange with me (such as emails, letter or calls)



- c. I use the data primarily for the provision of legal services for the performance of a contract for related purposes including:
  - i. Satisfying myself as to your identity and authority to instruct me,
  - ii. Communicating with you in connection with our advice,
  - iii. Updating and enhancing client records,
  - iv. Analysis to help me manage my practice,
  - v. Statutory returns, and
  - vi. Legal and regulatory compliance, including the obtaining of professional indemnity insurance and compliance with the requirements of my insurers.
- d. If you choose not to provide information which I request in order to fulfil my legal or regulatory obligations, I may be unable to act for you or may have to cease acting for you. If you choose not to provide information which I require in order to advise you, I may be unable to do so.
- e. I will usually retain your data for six years from the conclusion of the engagement. However, I may review the data at that point in order to determine whether it is necessary to retain it for a longer period for the protection of my legitimate interests.
- f. If you are dissatisfied with the way in which I process your data, you may also lodge a complaint with the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, SK9 5AF <https://ico.org.uk>.

## **16. Confidentiality and disclosure requirements**

- a. The law now requires solicitors, as well as banks, building societies and others, to obtain satisfactory evidence of the identity of their clients and sometimes people related to them. This is because solicitors who deal with money and property on behalf of their clients can be used by criminals wishing to launder money. When I first

act for you, therefore, I may need you to provide me with documents to verify your identity and address.

- b. Sometimes I have to make enquiries of you about the purpose of the work I am asked to do and the source of any money being used in it.
- c. Solicitors are under a professional and legal obligation to keep the affairs of their clients confidential.
- d. There are important exceptions;
  - i. I monitor the professional standard of my work and I may want a small number of my files to be audited confidentially by external examiners to ensure I maintain my quality systems. Please let me know in writing if you object to your file being submitted. Unless you notify me otherwise, I will assume that you have no objections. My work for you will not be affected, whether or not you allow me to make your file available for audit.
  - ii. Certain laws (for example, those relating to money laundering and tax fraud) give power to authorities such as the police or the tax authorities to inspect clients' information and take copies of documents. It is possible that at any time, I may be requested by those authorities to provide them with access to documents held by me or to attend interviews with them in connection with the work I have done for you. If this happens, I shall comply with the request only to the extent that I am bound by law and, in so far as it is allowed, I will notify you of the request of provision of information.
  - iii. In certain circumstances, solicitors are required by statute to make a disclosure to the National Crime Agency where they know or suspect that a transaction

may involve a crime including money laundering, drug trafficking or terrorist financing. If I make a disclosure in relation to your matter, I may not be able to tell you that disclosure has been made. I may have to stop working on your matter for a period of time and I may not be able to tell you why.

- iv. I reserve the right to disclose your files, any information I hold or know about you or the services I am providing, to our actual or prospective professional indemnity insurers, brokers or advisers, and auditors or risk managers whom they may appoint.

## **17. Applicable Law**

- a. These terms shall be governed by, and construed in accordance with English Law. The Courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the engagement letter and any matters arising from it. Each party irrevocably waives any right it may have to object to an action being brought in those Courts, to claim that the action has been brought in an inconvenient forum, or to claim that those Courts do not have jurisdiction.
- b. I do not advise on the law of jurisdictions other than England and Wales (which for these purposes includes the law of the European Union as applied in England and Wales, either directly or as retained EU law).

## **18. Conflicts**

- a. I am not aware of any conflict of interest in acting for you; if I become aware of one, I shall inform you.
- b. You agree that if it should transpire that I have acquired any information while acting for any other client, I would not be able to release their confidential information to you.

## **19. Severance of Terms**

- a. If all or any part of any individual provision of the agreement between you and I is or becomes illegal, invalid or unenforceable in any respect then the remainder of the terms of the agreement will remain valid and enforceable.

## **20. Agreement of Terms**

- a. Once they have been agreed, our appointment shall continue in accordance with these terms until they are reviewed by mutual agreement or I cease to act on your behalf. These terms shall also apply to any future engagement unless I agree different terms.
- b. I consent to Tracey Moloney Family Law Ltd beginning performance of the services and am in agreement to these terms.