

Terms & Conditions of Business – Divorce

Website - Option 5

Introduction

Managed Divorces

These Terms and Conditions relate to divorce option 5 Managed Dissolution service only. Please note this does not include advising or acting for you in relation to any other matter including Ancillary Relief or children matters. Please note that this service is only for divorces that are uncontested so both parties must have agreed to the divorce.

These Terms and Conditions set out the basis upon which we provide you with a Managed Dissolution service under option 5 of our online divorce services. Please read these Terms and Conditions carefully.

The services provided under option 5 from the Q&A Law Divorce website are subject to the Terms and Conditions as set out below and should be read in conjunction with our website terms and privacy policy.

Our Lawyers

We will notify you of the name of the divorce lawyer who is responsible for your work and the partner with overall responsibility for the supervising you're your case. Any person who undertakes work on your case will be suitably qualified and will at all times be supervised. You will be allocated the person who will deal with your case, however, if there is a change to the lawyer handling your matter, you will be advised of both their name and status within the firm.

Keeping You Informed

We will keep you informed of progress and developments in your case. We will keep you informed if we become aware of any circumstances that may prevent timetables and deadlines being met.

Conflict of Interest

We recognise the importance of ensuring that no potential or actual conflict arises between your interest and the interest of any other client or member of this firm. If a conflict does arise we may not be able to continue acting for you in that matter should this happen we will discuss it with you to agree the way forward.

Proof of identity

In order to comply with the law on money laundering, we need to obtain evidence of your identity before we send you any documents or the divorce pack. We will send you the login details as soon as possible once your identity has been verified. We use electronic methods to verify the identity and address of our clients. This may include searches done by either/or a Credit Reference or Fraud Prevention Agency. This search will include information from the Electoral Roll and other bodies. A record of the search will be retained by the agency and the search may be used by other companies to prevent fraud. A copy of the report will be retained by us. We may also ask you to supply original documents if the electronic search is unsuccessful.

Confidentiality

Solicitors are under a professional and legal obligation to keep the affairs of their client confidential. This obligation, however, is subject to a statutory exception: recent legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the National Criminal Intelligence Service. 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. If this happens, we may not be able to inform you that a disclosure has been made or of the reasons for it because the law prohibits 'tipping-off'.

Limitations

You must ensure that we are made aware of any limitations (including any cost limitations) that you wish to place on our authority to represent your interests in a particular matter.

Divorce Cases

In uncontested divorce cases our fees for such matters are fixed. However, if your case becomes protracted contested or we experience difficulty in serving your spouse we will notify you and if any unforeseen extra work becomes necessary we will notify you of our additional terms and charges before commencing any work.

Information

You are responsible for providing in good time all information that we may need to progress any matter on your behalf and to keep us informed of any relevant changes.

Urgent Instructions

You must ensure that we have received instructions or information which is of time critical significance.

Fixed fees

The work for a standard matter in option 5 Managed Divorce is set at the amount stated on the website at the time.

Refunds

Q&A Law Solicitors agree to provide you with a refund to you within 7 days of purchase providing the documentation has not been downloaded or processed. Once the documents have been downloaded or posted, our liability for refund will cease.

If an unusable or incorrect email address is provided by the client and delivery of the login and password for download is not delivered, Q&A Law Solicitors shall not be liable. In the unlikely event of the login and password details failing, email communication should be made with Q&A Law Solicitors. Every effort will be made to get the login details to you.

We reserve our right in its entirety to change any or all of the Terms and Conditions of business and disclaimer under any of the services offered by Q&A Law Divorce. These rights do not affect your Terms and Conditions accepted by you on the completion or purchase of any documentation in relation to this site.

Queries

If you have any query about the level of any revised rates notified to you please contact the partner with conduct of your matter set out in the client care letter.

VAT

Legal fees are subject to VAT and this is added to our charge at the rates that apply when the work is done.

Disbursements and Expenses

To issue your divorce petition and apply for your Decree Absolute you will be required to pay a Court fee which is in addition to our fees. We will request this from you before we send your Divorce Petition and Statement of Arrangements for Children (if necessary) to the Court for issue. We will not be able to issue the Divorce Petition until we are in receipt of cleared funds for amount we request.

Storage of papers and documents

After completing the work, we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. We will keep our file of papers (except for any of your papers which you ask to be returned to you) for no more than 6 years. We keep the file on the understanding that we have the authority to destroy it after this date. We will not destroy documents you ask us to deposit in safe custody.

Termination

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. We may decide to stop acting for you if we have good reason, for example, if you fail to provide us with reasonable instructions. We remain at all times Officers of the Court and that our overriding duty is to the Court. If at any time a conflict arises between your interest in our duty to the Court we will have no alternative but to immediately cease acting for you. If you or we decide that we will no longer act for you, you will pay our charges on an hourly basis and expenses as set out earlier.

Customer Care and Complaints

We provide a very high level of service to ensure all our clients are happy with the service we provide. However, if there are any queries or concerns about our work please raise them initially with the lawyer handling your case. If the problem still exists please raise your concern with the Partner responsible. If you remain dissatisfied please contact the Managing Partner, Iain Lock, who will investigate personally and respond to your concerns.

Electronic Communications

We will often communicate with you by electronic mail (e-mail), facsimile transmission and by cellular telephone. These means of communication are subject to the risk of an inadvertent disclosure to third parties but in the interest of speed and efficiency you authorise us to use them on your behalf unless you confirm to the contrary. We do accept correspondence by email. However an immediate response cannot be guaranteed. We endeavour to reply to all written communications within 24 hours between Monday and Thursday before 5.30pm (excluding national holidays and holidays we make you aware of). Email communication received outside of these times will be responded to within 12 hours of the next full working day.

Information You Provide

The following applies to any information you provide to us during any registration or ordering process. You authorise us to use store and otherwise process any personal information which relates to and identifies you, including but not limited to your name and address to the extent reasonably necessary to provide the services which are available on the website.

Once the service is purchased through the website you will be required to complete the appropriate questionnaires. The information provided by you in questionnaires emails or letters are collected into a file specific to you and shall be referred in these terms and conditions as 'Personal Information'

You must ensure that the Personal Information you provide is accurate and complete and that all ordering or registration details (where applicable) contain your correct name, address and other requested details. For further information about how we deal with your personal information please read our privacy policy.

By accepting these terms and conditions you agree to the processing of the personal information for the purposes of providing the service purchased by you. You also agree that the personal information may be used by Q&A Law Solicitors to promote and offer other legal services suitable for you. If you need to review or modify any part of your personal information then you should email us at QandALawDivorce.co.uk

Information, Guides and Forms

You may not publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the Content, in whole or in part, except as expressly permitted by Q&A Law Solicitors. You may download or copy the information contained on the site for your own personal use only.

In no event shall Q&A Law Solicitors be liable for any indirect, incidental, special or consequential damages arising out of or in any way connected with the use of the documents, this Web site or the support service whether based in contract, tort, strict liability or otherwise, except in relation to death or personal injury for which no limit shall apply. The liability of Q&A Law Solicitors for direct loss arising out of the use of the information and documents, this Web site, and the support service whether based in contract, tort, strict liability or otherwise is limited to the total value of the transactions under which the claim arises for any one event or series of connected events.

Q&A Law Solicitors shall make every effort to ensure that the divorce information and documents are updated regularly to ensure accuracy, but due to the changing nature of the legal system Q&A Law Solicitors strongly suggest you check the content of the

website for updated information. Q&A Law Solicitors services provide the necessary legal documents and information to complete your divorce. Our online divorce is for information purposes only and does not provide legal advice, we recommend that you take the advice from one of our lawyers before proceeding.

Governing Law and Jurisdiction

Our relationship including these terms of service are governed by English Law. The courts of England and Wales have exclusive jurisdiction to settle any dispute between us. Any judgement obtained in England and Wales is considered to be final, completed and binding and enforceable in any court of any other jurisdiction.

Insurance Mediation

We are not authorised by the Financial Services Authority. However we are included on the register maintained by the Financial Services Authority so that we can carry out insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Services Authority website at www.fsa.gov.uk/register

General Liability Disclaimer

In no event shall Q & A Law Solicitors be liable for any indirect incidental special damages arising out of or in any way connected with the use of the information or documents provided on our website or for the support offered whether based in contract, tort strict liability or otherwise. The liability for direct loss arising out of the use of the documents on this website and the support offered is limited to the total value of the purchase under which the claim is made.

In circumstances where you suffer loss or damage arising out of or in connection with the viewing, use or performance of our web site or its contents other than as a direct result of purchasing Products, we accept no liability for this loss or damage (except where we have been negligent) whether due to inaccuracy, error, omission or any other cause.

We ensure that all products purchased from our website will be in accordance with your written instructions. We exclude all other express or implied terms, conditions, warranties, representations or endorsements whatsoever with regard to the products, our website or any information or service provided through our website. We will do our best to ensure that all materials and information published on our web site are accurate, but please note that all materials and information on our web site are provided on an 'as is' basis. The provisions of this clause do not affect your statutory rights.

In relation to the purchase of products, we accept no liability for any indirect or consequential loss or damage, or for any loss of data, profit, revenue, or business whether direct or indirect however caused, if not foreseeable to both parties. You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use or website and is compatible with our website. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output.

We may alter these terms and conditions from time to time and post the new version on our website, following which all use of our website will be governed by that version. If any provision or term of these terms and conditions shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such term or provision shall be divisible from the other terms and conditions and shall be deemed to be deleted from them provided that our agreement is capable of performance without the said, illegal or unenforceable term.

A failure by either party to exercise any right or remedy under this agreement does not constitute a waiver of that right or remedy.

Liability

It is a Solicitors Regulation Authority requirement that all firms of solicitors maintain a minimum Professional Indemnity Insurance cover. This firm has Professional Indemnity Insurance for the sum of £2,000,000.00. This firm's liability under the terms of this agreement and under contract and negligence is limited to £2,000,000.00. By signing and returning a copy of these terms of business you confirm that you understand and accept this level of liability

Conclusion and Acceptance

By clicking "**order now**" you accept these terms and conditions in their entirety. Unless otherwise agreed these terms of business apply to any future instructions to us. Your continuing instructions in this matter will amount to your acceptance of these terms and conditions of business.

This is an important document: please keep it in a safe place for future reference.