



CunningtonsLLP
solicitors since 1748

Lawyers for Life

Advocacy

Fixed Fee Booklet

cunningtons.co.uk

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Why use Cunningtons Fixed Fee Service?

- Cunningtons have been providing legal advice to people and businesses for over 260 years.
- Your matter will be handled by a qualified specialist family law solicitor which ensures you receive accurate and realistic advice.
- We provide a modern and proactive approach to the way we conduct your case.
- We work hard to achieve the best possible outcome for you at the earliest opportunity.
- All of our family solicitors are members of Resolution, for more information please visit www.resolution.org.uk.
- We have at your disposal collaboratively trained and mediation qualified solicitors.
- You will know from the outset what the service will cost you to enable you to budget for your costs.
- You control what level of service you require.
- We are Lexcel accredited which means we meet the Law Society's strict practice management standards.

An Introduction to Our Advocacy Fixed Fee Service

At Cunningtons we are committed to offering affordable family law legal advice.

We recognise that many people consider representation at court on a family law matter to be either unaffordable or open-ended with no certainty as to the final cost.

Many people consider family law advice to be outside of their means and feel unable to make an application to court knowing they will have to represent themselves at hearings without the benefit of legal knowledge.

Our advocacy fixed fee service means that our clients can have the benefit of being represented by a qualified family law specialist at court AND know exactly what that representation is going to cost them.

This service is only available to clients who have already instructed us either under our Fixed Fee service or on an hourly rate basis.

Offering this service to our clients is entirely at our discretion and we reserve the right to decline to represent clients at court. It is always subject to our availability and we may suggest that clients would be better served by instructing a barrister instead, in which case the barrister will provide us with an estimate of their costs.

The fees for any advocacy, whether it's undertaken by us or a barrister, must be paid in advance of the court hearing taking place.

The Costs

Children Act Applications

Hearing Type	Fixed Fee (excl. VAT)
Hearing Length:- (listed to last 3 hours or less)	£600

Financial Remedy Applications

Hearing Type	Fixed Fee (excl. VAT)
First Directions Appointment	£700
Financial Dispute Resolution Appointment	£1,000

Mileage charged at 45p per mile

Parking costs or train fares charged as paid.

Time spent travelling to and from court chargeable at £120 per hour plus VAT.

Time is calculated from the time we are required to attend court in the order. If no such time is stipulated, we will assume that we must attend 30 minutes before the hearing time.

Time stops running at the end of our de-brief with client after we have left the court room for the last time.

What's Included

Representation at court includes:-

- a) Preparation for the hearing.
- b) Drafting or checking any orders at court if necessary.
- c) A de-brief after the hearing of up to 15 minutes at court.

What's Excluded

The fixed fee service does not include:-

- a) Hearings in any court other than the Family Court.
- b) Hearings in any courts other than Chelmsford, Colchester, Basildon, Romford or Southend.
- c) Appeal Hearings.
- d) Part-heard Hearings.
- e) Preparation or consideration of the court bundle.
- f) Cases where the court bundle is more than 350 pages.
- g) Preparation of a brief to a barrister where necessary.

Our fees for any work in relation to the above will be charged on an hourly rate basis or under our fixed fee service.

INSTRUCTIONS FORM

Clients should:-

- Complete this instruction form and sign and return it with:-
- ID Form and original documentation.
- Payment.
- Terms and Conditions - tear off, sign and return the top copy keeping the second copy for your records.

Please tick the box to indicate which level of service you require:-

Children Act Applications

Hearing Type	Fixed Fee (excl. VAT)	Service Required
Hearing Length:- (listed to last 3 hours or less)	£600	

Financial Remedy Applications

Hearing Type	Fixed Fee (excl. VAT)	Service Required
First Directions Appointment	£700	
Financial Dispute Resolution Appointment	£1,000	

PAYMENT OPTIONS

Clients must pay us the **full fee** in respect of the work being requested **prior** to the work being undertaken.

We reserve the right to do no further work or release any documents to the client until outstanding fees have been paid in full.

Please note the above fees do not include VAT or disbursements / payments to third parties.

Any Disbursements / payments to third parties must be paid by the client **prior** to those fees being incurred.

I enclose a payment of £..... (Cheques should be made payable to Cunningtons LLP)

OR

I hereby authorise Cunningtons LLP to debit my credit / debit card with the sum of £ and/or payment of all bill rendered in future

(unless in the case of a debit card in which case Cunningtons LLP can only deduct payment of a future bill 28 days after the bill is rendered unless I have objected in writing).

In the case of credit cards we charge a 2% processing fee inclusive of VAT @ 20% on the above sum, which is to be collected on the card at the same time. In the case of debit cards there is no such charge.

MASTERCARD (Credit)

)
) **IT IS VERY**
) **IMPORTANT TO**

CARD TYPE:

VISA (Credit)

VISA (Debit)

VISA DELTA (Debit)

MAESTRO (Debit)

VISA ELECTRON (Debit)

CARD NUMBER:.....

SECURITY NUMBER:.....(last 3 digits on signature strip) ISSUE NUMBER (if Maestro):.....

START DATE: EXPIRY DATE:

NAME ON CARD:

ADDRESS OF CARDHOLDER:

.....Postcode:

PRINT CARD HOLDER'S NAME:

CARDHOLDER SIGNATURE:

DATE OF SIGNATURE:

Signed..... Print Name.....

9Dated.....

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