



CunningtonsLLP
solicitors since 1748

Family Law

Fixed Fee Booklet

www.cunningtons.co.uk

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.
- 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 Fixed Fee Service

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

We recognise that many people consider divorce/dissolution or family law advice to be either unaffordable or open-ended with no certainty as to the final cost.

For this reason, we offer clients the option of a fixed fee service across the most essential areas of family law including not only divorce/dissolution but also dealing with contested children issues.

This service allows you to select the level of service that is most suitable to you and budget your costs accordingly. One of the many benefits of this service is that you remain in control of your matter, the advice given is tailored to your circumstances and it is flexible to meet your needs as matters progress.

Please refer to our terms and conditions of business and Instruction Form which contain details of our fixed fees.

All references to Divorce also mean Dissolution. All references to Marriage also mean Civil Partnership.

When will Cunningtons place themselves on court record or represent you at Court?

We will only place ourselves on Court record and accept service of documents on your behalf where we act for you in relation to:-

- Divorce/Dissolution package.
- Divorce/Dissolution & Agreed Finances package.
- Contested Children issues where court proceedings are commenced.

In all other circumstances we will not place ourselves on court record and you will remain responsible for the filing and serving of documents or accepting service of documents from the court or the other party.

You will also remain responsible for representing yourself at court hearings unless you wish to instruct us to represent you at court hearings (please see our separate booklet which explains more about our fixed fee Advocacy service) or unless you ask us to arrange for a barrister to represent you.

Divorce/Dissolution Proceedings

Our **Divorce/Dissolution Package** means we completely manage your divorce for you so we will draft the Court paperwork for you and deal with the filing of this with the Court. We can do this for Petitioners or Respondents.

WHERE YOU ARE THE PETITIONER

This service includes:-

- Up to 30 minutes initial appointment with the solicitor where all relevant information will be gathered regarding the divorce proceedings.
- 2 telephone calls with the solicitor.
- Completing your petition, sending it to the other party and filing it with the Court.
- Checking the court documents received back from the Court.
- Chasing the other party once for the Acknowledgement of Service form.
- Preparing and filing your application for Decree Nisi.
- Checking the Decree Nisi and any cost orders and sending to you.
- Preparing and filing your application for Decree Absolute.
- Checking Decree Absolute and sending it to you.

WHERE YOU ARE THE RESPONDENT

This service includes:-

- Up to 30 minutes initial appointment with the solicitor where all relevant information will be gathered regarding the divorce proceedings.
- 2 telephone calls with the solicitor.
- Checking the petition once received from the other party or from court.
- Completing the Acknowledgement of Service form with you and filing it at court.
- Checking the Decree Nisi and any cost orders and sending to you.
- Checking Decree Absolute and sending it to you.

All work outside of the above will be carried out on an hourly rate basis.

These packages do not cover any advice in relation to financial matters. We would strongly recommend that you do instruct us to assist you with financial matters. Even once you are divorced, your financial claims against each other will remain open. These packages are not available where there is an international element to the marriage i.e. if one party lives abroad.

BOLT-ON EXTRA FEES

Replacement marriage certificate

You must file your original marriage certificate or civil partnership certificate with the Court when you file your Petition.

If you would like us to obtain this for you we can do so for a bolt-on fee but only where the marriage or civil partnership took place in England and Wales.

Personal Service of the divorce petition

In some instances the other party will not respond to the divorce petition and the next step is to personally serve him or her with the divorce paperwork.

This can be a difficult task so we can obtain copy papers from the Court and instruct and liaise with the process server to arrange service within England and Wales.

Fixed Fee Divorce/Dissolution and Agreed Finances Package

If you have separated and you have agreed with each other how you want to deal with financial matters then under this package we can deal with your undefended divorce as above as well as prepare a Consent Order and Statement of Information and file this with the Court once they have been signed by you and the other party.

This package includes everything included under our Fixed Fee Divorce Package plus:-

- Taking your instructions on the agreement you have reached.
- Preparing a Consent Order setting out the agreement reached.
- Preparing a Statement of Information which must be filed with the Consent Order.
- Sending the documents to you for approval and signature.
- Sending the documents to your spouse/civil partner for their approval and signature.
- Notifying the mortgage lender or pension trustee if necessary.
- Filing the documents at Court once they have been signed by both of you.
- Sending the sealed order to you.

This package does not include advising you as to whether the agreement you have reached is fair, nor does it include considering disclosure or financial forms. It simply covers recording the agreement that you have already reached into a draft Consent Order for approval by the Court. You will be required to sign a Disclaimer confirming that you understand and accept that we have not given you any advice on the merits of the agreement you have reached. It does not include implementing or enforcing the Agreement.

Please note that if we consider the agreement you have reached is beyond the scope of an order that a Court might make, or that it is particularly unfair to you or that you may be under duress or undue influence, we are likely to decline to prepare the Financial Agreement/Consent Order.

We will draft the order in accordance with your instructions so you will need to tell us exactly what has been agreed and provide a list of all of the assets including any pension or endowment policy numbers and property addresses. If the other party disputes the contents of the Consent Order and the Consent Order needs to be amended, or if there are contested negotiations, this will fall outside of the Fixed Fee service and will incur additional costs on an hourly rate basis.

Please further be aware that draft Financial Remedy Orders must be approved by a District Judge, and thereafter sealed by the Court, in order to be enforceable upon Decree Absolute. Further charges will be incurred on an hourly rate basis if a District Judge refuses to make the Financial Remedy Order in the proposed terms.

If we have to chase either you or the other party for documents or information, this will also incur further charges on an hourly rate basis.

Agreed Finances Package

We offer a fixed fee service for those clients who have reached an agreement already with the other party and are just looking for help in **drafting the financial agreement** or **separation agreement** into acceptable terms for the Court.

We can also prepare a **cohabitation agreement** for unmarried clients who have decided to live with their partner and would like the protection and peace of mind offered by having a document setting out how finances and assets will be dealt with during the relationship and in the event that the relationship comes to an end.

Drafting your Agreed Financial Order

This service is appropriate where you have reached an agreement with the other party and wish this to be drafted into a Consent Order. This package includes:-

- Taking your instructions on the agreement you have reached.
- Preparing a Consent Order setting out the agreement reached.
- Preparing a Statement of Information which must be filed with the Consent Order.
- Sending the documents to you for approval and signature.
- Sending the documents to your spouse/civil partner for their approval and signature.
- Notifying the mortgage lender or pension trustee if necessary.
- Filing the documents at Court once they have been signed by both of you.
- Sending the sealed order to you.

This package does not include advising you as to whether the agreement you have reached is fair, nor does it include considering disclosure or financial forms. It simply covers recording the agreement that you have already reached into a draft Consent Order for approval by the Court. You will be required to sign a Disclaimer confirming that you understand and accept that we have not given you any advice on the merits of the agreement you have reached. It does not include implementing or enforcing the Agreement.

Please note that if we consider the agreement you have reached is beyond the scope of an order that a Court might make, or that it is particularly unfair to you or that you may be under duress or undue influence, we are likely to decline to prepare the Financial Agreement/Consent Order.

We will draft the order in accordance with your instructions so you will need to tell us exactly what has been agreed and provide a list of all of the assets including any pension or endowment policy numbers and property addresses. If the other party disputes the contents of the Consent Order and the Consent Order needs to be amended, or if there are contested negotiations, this will fall outside of the Fixed Fee service and will incur additional costs on an hourly rate basis.

Please further be aware that draft Financial Remedy Orders must be approved by a District Judge, and thereafter sealed by the Court, in order to be enforceable upon Decree Absolute. Further charges will be incurred on an hourly rate basis if a District Judge refuses to make the Financial Remedy Order in the proposed terms.

If we have to chase either you or the other party for documents or information, this will also incur further charges on an hourly rate basis.

Drafting Your Separation Agreement

You may have separated from the other party but are not looking to start divorce proceedings at this time. You can still record your agreement regarding financial matters into a Separation Agreement so that there is no confusion as to what exactly has been agreed. This package includes:-

- Taking your instructions on the agreement you have reached.
- Preparing the Separation Agreement setting out the agreement reached.
Sending the Separation Agreement to you for approval and signature.
- Sending the Separation Agreement to your spouse/civil partner for their approval and signature.
- Sending a copy of the final signed version to you and to your spouse/civil partner and placing the original in Deed Storage.

This package does not include advising you as to whether the agreement you have reached is fair, nor does it include considering disclosure or financial forms. It simply covers recording the agreement that you have already reached into a draft Separation Agreement. You will be required to sign a Disclaimer confirming that you understand and accept that we have not given you any advice on the merits of the agreement you have reached. It does not include implementing or enforcing the Agreement.

Please note that if we consider the agreement you have reached is beyond the scope of an order that a Court might make, or that it is

particularly unfair to you or that you may be under duress or undue influence, we are likely to decline to prepare the Agreement.

We will draft the Agreement in accordance with your instructions so you will need to tell us exactly what has been agreed and provide a list of all of the assets including any pension or endowment policy numbers and property addresses. If the other party disputes the contents of the Agreement and it needs to be amended, or if there are contested negotiations, this will fall outside of the Fixed Fee service and will incur additional costs on an hourly rate basis. If we have to chase either you or the other party for documents or information, this will also incur further charges on an hourly rate basis.

Drafting Your Cohabitation Agreement

It is important to set out how you have agreed to deal with financial matters before you start living with your new partner. We will draft an agreement setting out how you intend to deal with ownership of assets, including property, as well as other aspects of your financial relationship and we will advise you on this.

This does not include advising you as to whether the agreement you have reached is fair, but simply recording the agreement that you have already reached with your partner into a legal document.

This package includes:-

- Taking your instructions on what you would like the Cohabitation Agreement to achieve.
- Preparing the Cohabitation Agreement setting out the agreement reached.
Sending the Cohabitation Agreement to you for approval and signature.
- Sending the Cohabitation Agreement to your partner for their approval and signature.
- Sending a copy of the final signed version to you and to your spouse/civil partner and placing the original in Deed Storage.

This package does not include advising you as to whether the agreement you have reached is fair, nor does it include considering disclosure or financial forms. It simply covers recording the agreement that you have already reached into a draft Cohabitation Agreement. You will be required to sign a Disclaimer confirming that you understand and accept that we have not given you any advice on the merits of the agreement you have reached. It does not include implementing or enforcing the Agreement.

Please note that if we consider the agreement you have reached is beyond the scope of an order that a Court might make, or that it is particularly unfair to you or that you may be under duress or undue influence, we are likely to decline to prepare the Agreement.

We will draft the Agreement in accordance with your instructions so you will need to tell us exactly what has been agreed and provide a list of all of the assets including any pension or endowment policy numbers and property addresses. If the other party disputes the contents of the Agreement and it needs to be amended, or if there are contested negotiations, this will fall outside of the Fixed Fee service and will incur additional costs on an hourly rate basis. If we have to chase either you or the other party for documents or information, this will also incur further charges on an hourly rate basis.

Contested Children Matters

Sometimes no matter how hard you try, it's just not possible to reach an agreement with the other party about what arrangements you should make for the children and a court application is necessary. In that situation, you might need our advice and assistance to help you resolve any issues. We can provide a fixed fee service broken down into stages so you know exactly what each stage will cost you.

There are usually 3 different stages which are best described as preparation for the First Hearing, preparation for Interim hearings and preparation for the Final Hearing.

It is possible that there could be more than one Stage 2 and you will be charged separately for each Stage 2.

Stage One

If we are unable to reach an agreement with the other party, it might be necessary for either of you to apply to court. Stage 1 covers perusing or preparing the application forms, issuing the application, serving notice of the court proceedings on relevant parties and preparing for the first hearing, writing to you after the hearing to confirm what happened and sending the sealed Order to you once received.

Stage Two

Stage 2 includes dealing with any directions made at the previous hearing and preparing for the next interim hearing. There might be multiple stage 2's if the Judge sets multiple review or directions hearings between the first hearing and the final hearing, writing to you after the hearing to confirm what happened and sending the sealed Order to you once received.

Stage Three

Stage 3 includes preparing for a fact-finding hearing or a final hearing, writing to you after the hearing to confirm what happened and sending the sealed Order to you once received.

WHAT THIS SERVICE DOES NOT INCLUDE

This service does not include representing you at court. You will be responsible for representing yourself at court unless we agree to represent you.

If we agree to represent you at court, you will be charged either on an hourly rate basis in which case we will provide you with a cost estimate,

or under our fixed fee Advocacy service. You must pay the costs in advance.

If you ask us to arrange for a barrister to represent you, or if we feel you would be best served by having a barrister representing you, the barrister will provide us with a cost estimate in advance. You must pay any estimated barrister's fees in advance and those fees may increase or decrease depending on the length of the hearing.

This service does not include multiple applications so any interim applications or cross-applications made to the Court by you or the other side are chargeable separately on an hourly rate basis.

Preparing Parental Responsibility Agreements

If someone has Parental Responsibility ("PR") for a child, they have the responsibility of taking all the important decisions in that child's life e.g. education, religion and medical care. It also gives that person the responsibility of taking all the day-to-day decisions e.g. nutrition, recreation and outings.

Some unmarried fathers do not have Parental Responsibility for a child. PR can be obtained either by entering into a Parental Responsibility Agreement with everyone else who already has PR (usually the mother) or by applying to court for a Parental Responsibility Order. Where all other parties who have PR are in agreement, we can assist you to obtain a Parental Responsibility Agreement for a fixed fee.