

AFFORDABLE LAW / INEXPENSIVE LEGAL

T/AS AFFORDABLE FAMILY LAW FAMILY LAW

Terms & Conditions

1. About Us:

The website; is owned and operated by AFFORDABLE FAMILY LAW. ("AFFORDABLE FAMILY LAW", "we", "us").

AFFORDABLE FAMILY LAW is a professional service providing legal assistance in all family law. We are able to offer assistance to clients in their family law matter within the court structure in England & Wales only.

2. Accessing The Website:

These terms (together with any documents referred to in it) tells you the terms of use of our website, and the terms in which this practice works. Please read these terms and conditions carefully. By using our site, or instructing AFFORDABLE FAMILY LAW to carry out any work you indicate that you accept these terms and conditions and that you agree to abide by them.

3. Reliance on Information:

AFFORDABLE FAMILY LAW Family Law is not a regulated law practice and does not act as solicitors or barristers, although AFFORDABLE FAMILY LAW carries out much the same duties as a solicitor save for certain practices that are not permitted by law.

AFFORDABLE FAMILY LAW provides a Paralegal and McKenzie Friend service to litigants in person (either individuals or small and medium sized enterprises) who are involved with, or may be contemplating becoming involved with the Family Court processes. AFFORDABLE FAMILY LAW can provide telephone and video support at family hearings that are held on the telephone or via video-link or can arrange court representation for you through the various solicitors and barristers that AFFORDABLE FAMILY LAW works with. If you do not want to use a solicitor or barrister AFFORDABLE FAMILY LAW can seek permission to speak at the hearing in much the same way as a solicitor or barrister but this is not decided until the actual day of the hearing as to if the Magistrates or Judge will allow it.

Nothing on the website constitutes professional or qualified legal advice. Any action you take upon the information on our website is strictly at your own risk. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

4. Liability:

The material displayed on our site and any discussions whether written or verbal is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we and third parties connected to us hereby expressly exclude:

1. All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
2. Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for:

- loss of income or revenue;
- loss of business;
- loss of profits or contracts;
- loss of anticipated savings;
- loss of data;
- loss of goodwill;
- wasted management or office time; and
- for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

5. Intellectual Property Rights:

AFFORDABLE FAMILY LAW is the owner or the licensee of all intellectual property rights on the website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference and you may draw the attention of others within your organisation to material posted on our site. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any of AFFORDABLE FAMILY LAW text. Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.

You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from AFFORDABLE FAMILY LAW or our licensors. If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

6. Client Confidentiality:

The AFFORDABLE FAMILY LAW abides by the terms of the Data Protection Act 1998. AFFORDABLE FAMILY LAW and any employees of the business take client confidentiality very seriously. No information will be disclosed to a third party without the express permission of the client, save for the Courts and other regulated legal authorities.

7. Fees and Other Charges:

AFFORDABLE FAMILY LAW has two pricing structures. Hourly rates and fixed fees. AFFORDABLE FAMILY LAW operates a basic cost unit of one hour broken down into 15-minute increments. Charges will apply to every 15 minutes of time expended (except for an initial 30-minute free telephone conversation), **unless a fixed charge has been applied** to specific products. Should there be any supplementary questions arising from the work done by 'AFFORDABLE FAMILY LAW', or ancillary issues are raised, these will be dealt with at no extra charge unless the work involved would go beyond the simple clarification of outstanding points. Where a fresh thread of work is involved there will be a separate fee charged at the standard rate if a fixed fee has been the norm. If hourly rate are being charged then the separate work will be attached to that account. Other charges and reasonable disbursements may apply.

All fees are payable in advance directly by bank transfer. Once a customer requests us to carry out work, whether that be verbally by telephone or in a video conference, or by written instructions, AFFORDABLE FAMILY LAW will then issue an invoice via email. The invoice is due upon the due date of the invoice. Work will not commence until funds are received. Should you instruct AFFORDABLE FAMILY LAW to assist you in any legal matter and an invoice is issued then that invoice remains outstanding until it is settled in full and AFFORDABLE FAMILY LAW reserves the right to charge interest on invoices that have been outstanding for more than 14 days from the date of the invoice and if payment is not received within a 30 day period in full AFFORDABLE FAMILY LAW reserves the right to take legal action against the client and if required to instruct a debt collection agency or instigate Court action.

We reserve the right to apply an admin fee of £50 in the event of cancellation of our attendance at a pre-booked court hearing due to a client's decision.

Other charges may apply in circumstances where it is necessary, with the consent of the client, to gather evidence, including by means of interviews and witness statements, and this may include travel costs.

AFFORDABLE FAMILY LAW will always endeavour to provide the client with a reasonably accurate estimate of costs in the event of any proceedings being considered.

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All other services offered by the AFFORDABLE FAMILY LAW are charged in accordance with the Scale of Fees which are available on request.

The fees charged by AFFORDABLE FAMILY LAW do not include the fees payable to HMCTS (Her Majesty's Courts & Tribunal Service) or any third party costs.

AFFORDABLE FAMILY LAW works on a no refund basis. Thus any monies paid in terms of fixed fees to AFFORDABLE FAMILY LAW will not be refunded under any circumstances. If an hourly rate case then the balance of funds held by AFFORDABLE FAMILY LAW will be refunded to the client less any expenses incurred which will be itemised.

AFFORDABLE FAMILY LAW cannot guarantee the outcome of any legal matter that it is involved in.

8. Ownership of Supplied Material:

All documents and any other material supplied by the client to AFFORDABLE FAMILY LAW in the course of AFFORDABLE FAMILY LAW's work for a client remains the property of the client. Such material will be properly safeguarded by AFFORDABLE FAMILY LAW while it is in their possession.

At the conclusion of a case or at such time as AFFORDABLE FAMILY LAW ceases to be engaged by the client, all material supplied by the client will be returned to the client upon their request. However, should fees be outstanding and not paid in full AFFORDABLE FAMILY LAW reserves the right to retain all documentation relating to the legal matter until full settlement is made of any outstanding monies.

AFFORDABLE FAMILY LAW will keep its own records of each case with which it has been involved.

Client confidentiality will be maintained at the conclusion of the engagement by a client of AFFORDABLE FAMILY LAW.

9. Viruses, hacking and other offences:

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of-service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

10. AFFORDABLE FAMILY LAW's Commitment to the Client:

AFFORDABLE FAMILY LAW is engaged as the client's agent in the case of a consumer complaint, employment dispute or alternatively, as the client's Paralegal and McKenzie Friend in the case of Family Court or civil proceedings. AFFORDABLE FAMILY LAW therefore acts at all times on the client's behalf, in accordance with instructions received from the client and provides support and assistance in the interests of the client relevant to the particular engagement.

AFFORDABLE FAMILY LAW will discuss with the client the most effective means of supporting and settling the client's matter to achieve the most favourable outcome for the client.

AFFORDABLE FAMILY LAW will provide the client with regular detailed and straightforward progress reports and advice throughout the support process.

AFFORDABLE FAMILY LAW will not enter into any legal action on behalf of the client, or take any other steps concerned with the client's case, without the client's consent.

AFFORDABLE FAMILY LAW may provide services using their own agents, legal professionals and employees where this is necessary to further the interests of the client. This will not be done without the consent of the client and any additional costs implications will be discussed and agreed with the client beforehand.

AFFORDABLE FAMILY LAW will not be liable for any damage or loss incurred as a result of any legal support process. AFFORDABLE FAMILY LAW will not be liable for any damage or loss incurred as a result of acting as the client's agent.

AFFORDABLE FAMILY LAW will advise the client in advance of any legal fees or other fees likely to be incurred that have not already been discussed and agreed with the client. For example, where witness statements need to be recorded, or tracing action undertaken.

AFFORDABLE FAMILY LAW cannot act for the client as a solicitor or barrister would and cannot represent them or speak for them in court without the specific permission of the court. However, should the client so wish, a member of the AFFORDABLE FAMILY LAW practice will assist the client at court to provide moral support, assistance with documents and give quiet advice during a hearing wherever it is possible to do so.

Should the client wish for a Paralegal, Solicitor or Barrister to represent them at any court hearing, AFFORDABLE FAMILY LAW will arrange such a professional on the clients behalf. Fees payable to that professional are a matter between them and the client and are not part of AFFORDABLE FAMILY LAW's fees.

11. Cancellation of Service:

A client may cancel their engagement of AFFORDABLE FAMILY LAW at any time. Such cancellation must be in writing and if indicated initially verbally this must be confirmed in writing. The client is under no obligation to give reasons for cancellation. The client is liable, under the invoice terms set out in these Terms and Conditions for all fees and any other charges accruing up to the date of cancellation.

AFFORDABLE FAMILY LAW reserves the right to end its work on behalf of a client at any time should it become evident that the client is in breach of these Terms and Conditions or has acted in any way contrary to the actuality or spirit of an open and honest relationship with the AFFORDABLE FAMILY LAW.

Cancellation by AFFORDABLE FAMILY LAW will be notified in writing and all fees accrued up to the date of cancellation will be due by the client in accordance with the invoice payment terms set out in these Terms and Conditions.

AFFORDABLE FAMILY LAW has a strict abuse policy. No verbal or written aggressive or threatening behaviour will be tolerated and AFFORDABLE FAMILY LAW's services will cease upon any display of verbal or written aggression by a client or their third party. The no refund of monies already paid will apply under the 'no refund policy'.

12. Complaints:

AFFORDABLE FAMILY LAW takes any complaint about its services seriously. All complaints will be thoroughly investigated in accordance with AFFORDABLE FAMILY LAW's "Treating Clients Fairly" policy and the results, including any proposed remedy, will be notified to the client within 14 days of notification of the complaint. Complaints about AFFORDABLE FAMILY LAW's services must be notified to AFFORDABLE FAMILY LAW within 28 days of delivery of the service which is the subject of the complaint. The AFFORDABLE FAMILY LAW practice and the persons representing the business are not regulated by the Solicitors Regulation Authority or the Law Society. AFFORDABLE FAMILY LAW is not a member of the Institute of Paralegals.

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13. Governing Law:

These Terms and Conditions shall be governed by and constructed in accordance with English Law. Disputes arising in connection with these Terms and Conditions shall be subject to the exclusive jurisdiction of the English courts.

14. Amendment:

AFFORDABLE FAMILY LAW reserves the right to add, delete or modify these Terms and Conditions of Business at any time without prior notice.