

# Solicitor Terms of Business

Family Journeys are committed to work in collaboration with our partners and stakeholders who support our children and families.

A clear working agreement enables both parties to understand their roles within the working relationship and ensure positive outcomes for children.

**By continuing to engage in services provided by Family Journeys, you accept the terms and conditions detailed within.**

## Standards of Service

Family Journeys solicitor agreement has been drafted to ensure any work, charges or fees undertaken in respect of solicitor clients is done so under the following standards of service.

Family Journeys strives to provide the best quality support to all our children and families and operates within a comprehensive framework of approved Policies and Procedures. All practitioners are trained to meet national standards as required by Relationship Scotland head office, relevant professional bodies, and regulation of service delivery. It is important to note that our staff have professional training within children and family services sector, they often do not have a legal background.

Family Journeys work consistently to achieve best practice across all services. In the event of any concerns, however, please do not hesitate to contact us. A copy of our policies including our full Complaints Policy and Procedures is available on request.

## Conditions of Service:

Any services provided to solicitors and their clients will be subject to the following conditions included in this document. These conditions can only be varied with our written consent. Family Journeys reserve the right to decline service provision to those individuals who are unable to work within the conditions of our Parent/Carer Agreement (enclosed).

## Service to be Provided:

Subject to waiting lists, Family Journeys will provide the service requested on receipt of the following. Please note no service can commence until these are all complete.

1. A completed referral form including:
  - Details of the service provision requested
  - The full names and addresses of children and family members
  - Dates of births
  - Any identified additional vulnerabilities
  - A copy of the court order
  - A copy of any other court orders or injunctions that may pertain to the case
  - Names and addresses of acting solicitors and firm
  - Legal aid certificate number
  - Confirmation of SLAB funding amount awarded (where applicable)
2. Future court session dates are shared, and confirmation of required court reports are identified.
3. All families moving into support services at Family Journeys are provided with a period of individual Preparation Sessions, tailored for each family. This must be completed as part of intervention support.
4. All necessary risk assessments, children's care plans, parent support plans, and safety plans are completed by Family Journeys.

## Cost of Our Services:

All our standard current charges are available on our website:

[familyjourneys.scot/fees/](https://familyjourneys.scot/fees/)

## Paying for Our Services

If your client does not qualify for legal aid and is therefore self-funding, we ask that the expectations of payment to Family Journeys is communicated and agreed between solicitor firms prior to referral. A payment plan can then be discussed and arranged with Family Journeys.

All families are carefully scheduled into our service and matched with their staff team to meet tailored needs. All shifts typically operate at full capacity. Family Journeys are therefore unable to repeatedly reschedule non-attendance. Sessions cancelled at short notice, or non-attendance, will therefore be charged for in full.

The needs of the child are paramount at Family Journeys and therefore consistent support for the child is our priority. We therefore ask our solicitor colleagues to communicate closely with us regarding seamless transitions between blocks of support and changes to court orders to minimise disruption to the child during their family journey. This may also include early identification of SLAB sanctioned thresholds being reached.

## Payment of Invoices – Legal Aid Clients

Family Journeys will send invoices on a regular basis for the costs of services we have provided. Accounts should be settled on presentation. Should payment not be made within 30 days, we reserve the right to follow up on payment. Ongoing delays to make payment may result in suspension of further services.

Should our fees continue to remain unpaid, it will be at Family Journeys discretion as to whether we engage in further work with the firm.

## SLAB Funding

It is the solicitor's responsibility to inform us in writing of any change to the legal aid status of their client, including if SLAB:

- Terminates or suspends any Legal Aid Certificate under which the cost of Family Journeys services is to be met
- Declines to increase any sanction request in order to meet the costs of our services.

Due to SLAB being unable to cover applications under £100, Family Journeys ask that solicitor firms kindly settle all invoices under this threshold. This is a term on the reimbursement of outlay scheme.

## Court Reports and Hearings

It is the solicitor's responsibility to inform Family Journeys at the earliest opportunity of any upcoming court hearings where Family Journeys' support or documentation will be required.

Should a Court Report be required, Family Journeys require in writing a minimum of 10 working days' notice to draft, approve and submit the report.

Funding for a court report is required in advance of being drafted. No court report will be released unless funding has been confirmed.

## Court Orders

It is the solicitor's responsibility to ensure Family Journeys is notified of any changes in court orders and to provide a copy of the order as soon as possible after the court hearing. Any changes in interlocutors that have not been shared with Family Journeys will impact on our ability to provide the services ordered by the Sheriff.

## **Change in Solicitors**

It is the solicitor's responsibility to inform Family Journeys that the firm no longer represents a client. Failure to do so may result in the firm being liable for any work undertaken by Family Journeys.

## **Data Protection**

Family Journeys hold individual data in the legitimate interest under the Data Protection Act 2018 and the UK general Data Protection Regulations 2020. Data held on children and families is deemed confidential however any concerns regarding child protection, safeguarding and wellbeing will be shared with professionals as per Children (Scotland) Act 2020 and as per exceptions detailed in Data Protection Act 2018.