



Information on Costs

Our costs

In every case before we commence substantive work on your matter, we will provide you with an estimate of our costs which are charged primarily by reference to our hourly rates. Such estimates are just that and are not meant to be a quotation for costs as invariably, as the matter progresses and becomes clearer, so does the costs situation. As a client of Chafes Hague Lambert you remain primarily responsible for the payment of your costs. We aim to issue an invoice each month detailing the work conducted over the preceding month. Payment of those costs should take place within 30 days, after which interest may accrue on any unpaid balance. In addition to our costs, there may be disbursements which are further costs that we have to pay on your behalf, such as Court fees, enquiry agent's fees, valuers' fees, accountancy fees etc. We will endeavour to let you know in advance as to what any such disbursements will be before actually incurring them on your behalf.

We may be able to refer you to completely separate financial institutions who may lend money on favourable terms to assist you in funding your case although, generally speaking, such funding arrangements are not available for proceedings concerning children. We do not provide any advice to you as to the terms and conditions of such funding arrangements.

Costs between parties

The General Civil Costs Rule that the unsuccessful party will be ordered to pay the costs of the successful party does not apply in Family Proceedings. The starting point in all family proceedings is that each party should pay their own costs. There are some exceptions to this rule including:-

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1. In divorce proceedings the only time that the Court considers the question of “fault” (i.e. who has caused the breakdown of the marriage) is when the Court considers who should pay the costs of the divorce proceedings (as distinct from any other aspect of the proceedings such as concerning children or financial matters). Therefore, if for example it was your adultery which caused the breakdown of the marriage then, on the face of it, you may be liable to pay the Petitioner’s costs. Similarly, if it was your spouse’s unreasonable behaviour which caused the breakdown of the marriage, then your spouse should pay your costs. In cases where the divorce proceeds on two years separation with consent, the Court rarely make Orders for costs due to the fact that there is no “fault”. Costs within divorce proceedings are always negotiable both in terms of how much and when those costs will be paid, if at all.
2. The Court will not make an Order requiring one party to pay the costs of the other unless the Court considers it appropriate to do so.

The Court, when deciding what Order to make, will have regard to :

- 2.1 Any failure by a party to comply with the rules, any Order of the Court or any Practice Direction.
- 2.2 Any open offer to settle made by a party.
- 2.3 Whether it was reasonable for a party to raise, pursue or contest a particular allegation or issue.

- 2.4 The manner in which a party has pursued or responded to the application or a particular allegation or issue.
 - 2.5 Any other aspects of a party’s conduct in relation to the proceedings which the Court considers relevant.
 - 2.6 The financial effect upon the parties of any Costs Order.
3. There are a number of applications which can be made within proceedings where the normal Family Proceedings Costs Rules do not apply. These applications include applications for Interim Financial Orders, applications for Injunctions (Freezing Orders), Avoidance of Disposition Orders, Non Molestation/Occupation Orders and Variation of Orders. Here, the successful party usually is able to obtain an Order for Costs against the party who is unsuccessful. It is therefore important to consider the costs implications before making any of these applications.

Children proceedings

In relation to children proceedings, it is unusual for Costs Orders to be made although it would be appropriate to order costs when a party goes beyond the limit of what is reasonable to pursue the application before the Court.

There may be other family proceedings such as injunction proceedings where the Court considers it appropriate to order costs.

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Other family proceedings

Where proceedings are issued under the Trusts of Land and Appointment of Trustees Act (Cohabitation Matters) the Civil Procedure Rules concerning costs will apply and the general rule is costs follow the event so the unsuccessful party may be ordered to pay the costs of the successful party. What those costs will be depends upon complicated rules but the costs consequences can be severe.

The Court can make a wide variety of Costs Orders including an Order that one party must pay a proportion of the other party's costs, a stated amount, costs from or until a certain date, costs incurred before the proceedings began, costs related to a particular step, costs related to a particular Court Hearing, together with interest on costs from or until a specified date.

Where the other party in the proceedings has the benefit of Public Funding then it is far less likely that the Court will make an Order that that party should be responsible for paying the costs. It is very important that the costs consequences are considered in Family Proceedings.

At Chafes Hague Lambert, we have an experienced family team who can guide you through the costs consequences of your case, please contact us on:

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