

## TERMS & CONDITIONS OF BUSINESS – PUBLIC FUNDING

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### **OUR AIM**

We aim to offer our clients quality legal advice with a personal service at a fair cost. As a start, we hope it is helpful to you to set out in this statement the basis on which we will provide our professional services.

### **OUR COMMITMENT TO YOU**

#### **1) CLIENT CARE**

We will:

- Represent your interests and keep your business confidential. We will try to avoid using technical legal language when writing to you and we will deal with your queries promptly, for example we will always try to return your telephone calls on the same day.
- Identify clearly your objectives, provide you with a clear explanation of the issues involved, the options available to you and agree an appropriate level of service explaining to you the legal work which may be required to achieve these objectives and the prospects of a successful outcome
- We will outline our responsibilities, your responsibilities and ensure that you are given in writing the name and status of the person dealing with the matter and the name of the person responsible for its overall supervision together with details of who in our office will be able to access your file and answer routine queries when the case handler is out of the office. We will provide you with details of how you are best able to contact your case handler.
- Agree with you the next steps to be taken and, where possible, timescales for completing these next steps. Keep you informed of progress, unless otherwise agreed.
- If we receive instructions from someone other than you as the client, or by only one client on behalf of others in a joint matter, we will not proceed without checking that all clients agree with the instructions given
- We will aim to communicate with you by such method as you may request. We may need to virus check disks or e mail. Unless you withdraw consent, we will communicate with others when appropriate by e mail or by fax but we cannot be responsible for the security or correspondence and documents sent by e mail or fax.

#### **2) INFORMATION ON COST**

We will provide any information about the costs clearly and in writing:

- At the outset we will give you the best information possible about the likely overall cost of a matter and, when appropriate, as the matter progresses
- Discuss with you how you will pay, in particular whether you may be eligible and should apply for public funding; and whether your own costs are covered by insurance or may be paid by someone else such as an employer or trade union
- Advise you if you are publicly funded on the circumstances in which you may be liable for your costs, explaining to you and providing you with current Legal Aid Agency literature on the effect of the statutory charge, your duty to pay any fixed or periodic contribution assessed and the consequences of failing to do so and inform you that even if you are successful, the other party may not be ordered to pay costs or may not be in a position to pay

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- Make sure that you understand the likely degree of financial risk which you will be taking on to include advising you of your potential liability for any other party's costs and discuss with you whether your liability for another party's costs may be covered by existing insurance or whether specially purchased insurance may be obtained.
- Provide you with a fact sheet outlining the costs claimable from the Legal Aid Agency and the ceilings for any claims we may make for work carried out on your behalf.
- Provide you with details of any potential liability for costs under the statutory charge and the how payment due under the charge can be made,
- Provide you with costs updates at six monthly intervals, or earlier if the need arises.
- Where you have an interest in our final bill (e.g. revoked certificate, payment of contributions) we will provide you with a copy of the bill so that you may make observations upon the same before the claim for costs is lodged with the Legal Aid Agency for payment.

### **3) HOW TO KEEP COSTS DOWN**

We are under a duty to the Legal Aid Agency to only carry out work that is necessary on your file and not to undertake work that is unreasonable and against our advice and which does not advance your case.

Make sure that you have told us exactly what you want us to do. That way we will both know what to expect. Give us all the facts we need. Progress will be slower if we have to chase information or piece it together from different sources. If you need to talk to your solicitor, choose the most effective way of doing this. Please make an appointment if you want to see someone. Please avoid unnecessary calls and appointments. Our secretaries are efficient, and straightforward messages can always be left with them. We are used to working quickly.

### **4) OTHER PARTIES CHARGES AND EXPENSES**

- In some cases a client may be entitled to payment of costs by the other party. If the other party is in receipt of legal aid also a costs award is made only at the judge's discretion..
- A client who is unsuccessful in a court case may be ordered to pay the other party's charges and expenses. Again, such an order is made only at the judge's discretion.

### **5) TERMINATION OF INSTRUCTIONS**

- You may end your instructions to us. You should note however that where you are in receipt of public funding, there are limited circumstances that enable you to transfer your instructions to another provider. If you do wish to transfer your instructions we can provide further information upon request. We may decide to stop acting for you only with good reason, e.g. if there is a conflict of interest or a breach of the law or breach of the rules of professional conduct which all solicitors need to adhere to. Where we know or have reasonable grounds for believing that instructions are affected by duress or undue influence, we would not act on those instructions until we have satisfied ourselves that they represent your wishes. We would only do this after providing you with our reasons and after giving you reasonable notice in writing.

### **6) COMPLAINTS**

We are committed to providing a high quality legal service to all clients., so if something has gone wrong, including in relation to our charges, please tell us so that we can sort matters out as quickly and effectively as possible. Our aim is to address problems that arise through discussion or meetings, this will help us to improve our standards. In the first instance, you should contact the person who is working on your case to discuss your concerns. If it is not possible to solve the problem, you can obtain a copy of our complaints procedure by contacting Janet Pealing on 01352 755305 or by emailing [janetpealing@llew-jones.co.uk](mailto:janetpealing@llew-jones.co.uk). If we are unable to resolve your complaint, then you can have your complaint independently looked at by the Legal Ombudsman. The Legal Ombudsman investigates complaints about service issues with solicitors. The Legal Ombudsman expects complaints to be made to them within one year of the date of the act or omission about which you are concerned or within one year of you realising there was a concern. You must also refer your concerns to the Legal Ombudsman within six months of our final response to you.

The Legal Ombudsman can be contacted on 0300 555 0333 Email [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk) Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ **Complaints about the firm's bill:** If the complaint relates to the firm's bill you should be aware that there may also be a right to object/challenge the bill by applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974; and that if all or part of a bill remains unpaid the firm may be entitled to charge interest as notified on the submitted bill. You should also be aware that the Legal Ombudsman may not consider a complaint about the bill if you have applied to the court for assessment of the bill. The Solicitors Regulation Authority can help if you are concerned about our behaviour. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic. The SRA can be contacted by telephone 0370 606 2555, email: contact or you can write SRA, The Cube, 199 Wharfside Street, Birmingham B1 1RN.

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### **7) STORAGE AND RETRIEVAL OF PAPERS AND DOCUMENTS**

- After completing the work, we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. We will keep our file of your papers in line with the requirements of the prevailing Law Society guidelines/requirements and the requirements of our indemnity insurers except those papers that you ask to be returned to you. We keep files on the understanding that we can destroy them within the timescales referred to above. We will not destroy documents you ask us to deposit in safe custody. Some files /data may be stored electronically in line with current Law Society/ Information Commissioner (Data Protection) Rules.
- If we take papers or documents out of storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval. However we may charge you both for time spent producing stored papers that are requested for production to you or another at your request, or for reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers. No charge will be made to you for such storage unless prior notice in writing is given to you of a charge to be made from a future date which may be specified in that notice.

### **8) OUTSOURCING OF WORK**

We sometimes ask other companies or people to do other work on our files (e.g. to act as an agent, to prepare a bill). We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible.

### **9) AUDIT OF FILES**

External firms or organisations may conduct audit or quality checks on our practice. If you are in receipt of public funding the Legal Aid Agency and / or its nominated auditors have the right to inspect your file and by providing us with your instructions, you are also providing us with your consent for any necessary requested inspection of your file. These external firms or organisations are required to maintain confidentiality in relation to your files.

### **10) TERMS AND CONDITIONS OF BUSINESS**

- Unless otherwise agreed, and subject to the application of the then current hourly rates, these Terms and Conditions of Business shall apply to any future instructions given by you to this firm.
- Although your continuing instructions in this matter will amount to an acceptance of these Terms and Conditions of Business, it may not be possible for us to start work on your behalf until one copy of them has been returned to us for us to keep on our file.

### **11) PROCEEDS OF CRIME ACT 2002 and MONEY LAUNDERING REGULATIONS 2007**

The provisions of the Proceeds of Crime Act 2002 and Money Laundering and Terrorist Financing Regulations 2019 (as amended) require us in most cases to make careful checks as to your identity and, accordingly, we will need to inspect and copy evidence of identity, which must take two forms in the case of each client and which can be substantiated by presentation and inspection of a valid passport and/or drivers' licence, a utility bill not less than 3 months old and no older than 12 months old connecting you with your current address or some other form of completely independent source of documentary evidence which may be accepted for this purpose.

- We will almost certainly wish to take copies of the documents presented by way of evidence of identity and may well wish to have the copies counter-signed by you and thereafter retained on our file.

We trust that you will excuse any inconvenience which may be caused by reason of these requirements which will enable us to seek to comply with the requirements of the Proceeds of Crime Act 2002.

### **12) DATA PROTECTION ACT**

We use the information you provide primarily for the provision of legal services to you and for related purposes including updating and enhancing client records; analysis to help us manage our practice; statutory returns and legal and regulatory compliance. Our use of that information is subject to your instructions, the Data Protection Act 2018 (as amended) and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional

### **13) PROVISION OF SERVICE REGULATIONS 2009**

We comply with the above regulation by displaying the required details of our Professional Indemnity Insurance in each of our offices.

### **14) FINANCIAL SERVICES**

This firm undertakes no financial advice or services.

**I confirm that I have read and understood, and I accept, these Terms and Conditions of Business.**

Signed ..... Date.....

LLEWELLYN-JONES SOLICITORS

(Ref: JP . 71444)