

About You

Legal Aid Guide

Fatons





This Guide sets out our terms of business as to how we will carry out our work for you. Please keep this document for future reference or download a copy from our website.

- #1 Client Care
- #2 Legal Aid
- #3 Funding for Legal Representation
- #4 Emergency Funding for Legal
- #5 Representation Cost Estimates
- #6 Payments
- #7 Confidentiality
- #8 Storage of Deeds and Documents
- #9 Other Professional Advice
- #10 Data Protection
- #11 Cancellation



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#1

Client Care

A good relationship between the solicitor and the client is based on mutual trust and understanding. If there is anything that you are unsure of or unhappy about please discuss it with us.

In order to achieve the best outcome for you, we will need to work together. It will help us if you supply promptly and information, documents or funding which we ask you for and also if you tell us about any changes in circumstances or your matter of which we wouldn't otherwise be aware.

Our usual practice is to contact you when there is something to report (e.g. when we hear from the other party) and to give you periodic updates. If at any time you would like us to modify the frequency of our contact please let us know so that we can clarify how this might affect your costs.

If you are unhappy about the way in which we are dealing with your case then you should contact our Managing Partner, Graeme Brown (graeme.brown@eatons-solicitors.co.uk) who will be pleased to assist.

We will try to resolve any problem quickly and operate an internal complaints handling system (and a copy of the procedure is available on request) to help us resolve the problem between ourselves. If for any reason we are unable to resolve the problem between us, then you have a right to complain to the Legal Ombudsman who can be contacted on 0300 555 0333 or enquires@legalombudsman.org.uk.

There are time limits that apply: you must refer your complaint within either six years of the problem happening; or within three years from when you found out about it; or six months of our final response to your complaint.

By the way of reassurance to our clients, any work which we carry out is subject to stringent professional rules imposed on us and regulated by the Solicitors Regulation Authority (www.sra.org.uk) and in order to protect our clients interests we carry professional indemnity insurance cover at all times to a minimum of £3 million (for details see our website). The SRA can help if you are concerned about our behaviour such as dishonesty, taking or losing your money or treating you unfairly because of a disability, your age or other characteristic.

#2

Legal Aid

The Legal Aid Agency (LAA) is the Government Agency which administers Legal Aid. Eatons has been specifically approved by the Commission to provide help, advice and representation to clients who qualify for financial help.

Initial Legal Help and Family Help (lower).

With the help of Legal Aid, we are permitted to carry out an initial amount of work at a standard rate set by the LAA (details of the current rate are available separately on request). The scheme covers advice and assistance and negotiation but does not cover representing you in a Court case: if you need such representation we may apply for a funding certificate for family help (higher) or legal representation (see below) on your behalf.

If the work we do under the legal help or family help (lower) scheme is limited to the standard fee set by the LAA you will not have to pay back any of the costs incurred regardless of the outcome of the case. If we carry out an exceptional amount of work at the family help lower level then we may be paid by the LAA for the work done at an hourly rate rather than a standard fee and you may be required to pay



all costs incurred in your case above the exceptional case threshold.

#3

Funding for Legal Representation

If you are granted a certificate to enable us to represent you, the LAA will pay our costs incurred on your behalf in dealing with your case. As far as possible we will provide you with the same service as if you were a private client. Although our costs are calculated in the same way as for a private client, the hourly rates which apply are those set from time to time by the LAA (and details of that rate applicable to the person dealing with the case is available separately on request). In most cases, the work is initially paid as a standard fixed fee.

In giving you a certificate, the LAA undertakes to pay the costs of bringing your case to Court. If the LAA asks you for a contribution towards this, then (provided your financial circumstances remain the same) that contribution is the most that you will be asked to pay towards our costs (but see below for an explanation of the position when the “statutory charge” takes effect). You will only be granted funding if the LAA is satisfied on two points. The first is that you have a case worth taking or defending; the second is that you are financially eligible and where necessary can provide evidence that you are a victim of domestic violence or child abuse issues:

i) If your income and savings are too high, you will be refused a certificate. ii) If they are not too high, you may have to pay a contribution towards your costs. The LAA will write to you and tell you how much. The contribution will be a monthly payment for as long as you are covered by a certificate. In the case of savings, you would be asked to make a single payment. If you want to go ahead, you will have to write back accepting the offer of funding and you will then be sent your certificate.

iii) If your income and savings are low (or if you are on benefits) you may not have to make any contribution and the LAA will send you your certificate straight away.

Whatever your present financial position, please note what it says below about a Statutory Charge. If there are any changes in your financial circumstances (if your income or savings go up or down, or you start or cease living with someone) then you have a duty to inform the LAA of that change, and your means will be re-assessed to see if you should start making a contribution towards your funding (or stop, or reduce, making contributions if your earnings or savings go down). When considering your financial situation you should also take into account the income and savings of your spouse or partner. You should also notify the LAA (as well as ourselves) of any change in your address.

If you fail to pay the contributions requested by the LAA then your certificate may be discharged (that is, brought to an end). When this happens the LAA will only pay your costs up to the date of discharge and you will become liable to pay us privately for any work which we do on your behalf after that date. Your certificate may also be discharged in this way if, for instance, you are no longer financially eligible or if it becomes clear that your case is no longer worth taking or defending.

It is a condition of having a certificate that you act reasonably during the course of proceedings. As your solicitors, we have a duty to protect the LAA fund and to prevent any unreasonable or unnecessary legal costs being incurred. If you do give us unreasonable instructions, it is possible that you may have to repay the LAA for any expenditure it incurs as a result.

You should co-operate with the LAA in providing information about your finances. If you fail to do so, or if it is shown that you have made any untrue statements to them then your certificate will be revoked. If this happens you will have to repay the

Client Guide

LAA for all the costs of the work we have carried out: you will be in the same positions as if you had never been granted funding.

When you are granted funding the LAA will send you a copy of the certificate direct to you and you should read this, and the notes attached to it, thoroughly, in particular, the certificate may contain a limitation allowing us only to go to a certain stage with your case before we have to report to the Commission who will then decide whether or not to allow the certificate to continue. Additionally, if at any stage it becomes apparent that your case is unlikely to be successful, or if you receive a reasonable offer to settle then we are under a duty to report this to the Commission so that they can decide whether your certificate should continue.

As a result of the LAA agreeing to pay the costs of bringing your case to Court, it has a first call (a 'charge') on any compensation or other money that you get in the case. This is called 'The Statutory Charge'. If at the end of your case you are successful and we recover or preserve money or property for you (either as a result of settling the case or because of a Court Order) the LAA may require that some or all of your legal costs be deducted from this. If your opponent is not ordered (or doesn't agree) to pay your legal costs then your legal costs will be paid out of your compensation or settlement. There are nearly always some legal costs that your opponent does not have to pay and these will have to be met out of your compensation or settlement.

If you get compensation or a settlement as a result of your case this must, at first, be paid over to the LAA. Only when the costs of your case have been worked out and paid will the LAA pay over to you the balance due. When your case is finished there will be a delay before your payment can be paid to you.

The Statutory Charge should be considered by you during all the stages of the proceedings. You should

read the LAA leaflet 'Paying for Your Legal Aid', further copies of which you can request from us. In addition to the Statutory Charge, you should also be aware that, if you lose your case or act unreasonably it is possible for the Court to Order you to contribute to your opponent's costs even though your own costs are covered by LAA.

#4

Emergency Funding for Legal Representation

When we have applied on your behalf for emergency funding the LAA will not have had the opportunity of looking into your financial circumstances but will simply be granting you temporary funding for a limited period to enable us to take such steps as are necessary to deal with the emergency which has arisen. Following the granting of emergency funding, the LAA will make whatever enquiries they consider necessary to ascertain whether or not you qualify financially for funding and what contribution, if any, you will have to make towards your legal costs.

You must understand that an emergency certificate issued to you may be revoked discharged if:

- i) You fail to provide sufficient information or documents to enable the LAA to assess your means.
- ii) The amount of your income or savings means that you do not qualify financially for funding.
- iii) When you get an offer of funding, you fail to accept it.

If your emergency certificate is revoked for any of these reasons then you will become liable to pay the LAA the full cost of the work that we have done.

You should also be aware of the possible effect of the Statutory Charge and the provisions relating to funding, as set out above.



#5

Cost Estimates

In general it is not possible to estimate the full amount of costs in advance because it will be impossible to predict precisely the amount of time which is going to be spent and any indication given by our staff as to the likely cost must be taken as exactly that i.e. as a 'best guess' rather than a formal quotation. We will base any estimate on our experience of the amount of time spent by us on similar previous matters. Any initial estimate is, therefore, an indication to our client of 'how much matters of this nature usually cost' based on the hourly rates paid to us by the LAA. The time for which we charge may vary up and down according to factors which we cannot predict in advance such as the involvement demanded by other parties. You will appreciate that, regardless of the original estimate, it is time actually spent by us on your matter that we are entitled to be paid for by the LAA.

Any estimate or any other reference to or charges should be taken as being exclusive of VAT and other expenses (referred to as 'disbursement') unless otherwise stated.

Although the way in which we calculate our charges is modified in certain areas of our work (such as residential conveyancing and accident claims, details of which will be provided by the member of staff dealing with you) our charges are based on the time spent by our staff on your matter, including time spent meeting with you or with others and time spent on telephone calls, correspondence, travelling, preparing or perusing documents and attending at court.

All the time spent is recorded and charged at an hourly rate based upon the seniority and experience of the member of staff doing the work, and with adjustments for factors like the difficulty,

importance, urgency and value etc, of the work. The hourly rates are revised annually and a list of the rates being applied at any time by any member of staff working on your matter is available on request.

The status of the member of staff dealing with your matter will be confirmed on the business card presented to you by them. The legal work undertaken by all staff (both solicitor and non-solicitor) is supervised by the Departmental Heads. In addition to the cost of the time which we spend on the matter, other expenses (referred to as "disbursements") may have to be incurred on your behalf and we will take it that we have your authority to incur any disbursements which we think are necessary to your matter. This includes items Client Guide which we have to pay out on your behalf such as court fees, barrister's fees, doctor's reports, search and registration and stamp duty fees etc. If substantial disbursements are incurred we will ask you to pay for these at the time.

You should be aware that in cases where proceedings are issued the losing party will usually be ordered to pay the winning parties' legal costs. Although we will always advise you on the prospects of success, we will take it that you accept the consequences of this risk of losing. It is for you to let us know if you wish to insure against this risk. By contrast, the winning party cannot expect to recover their costs in Family Court or Employment Tribunal Proceedings.

You should let us know if you have any entitlement to have your costs covered by a third party (e.g. legal expenses insurers or public funding) and keep us informed of any changes in your financial circumstances. Otherwise, we will be entitled to assume that you remain a legal aid funded client.

Client Guide

#6

Payments

When we account to you for any monies that we hold on your behalf we will be entitled to insist that payment is made by cheque, rather than by electronic transfer, in the interest of banking security, you should expect to receive payment by cheque unless we agree otherwise (in which event there will be an administration fee chargeable of £30.00 plus V.A.T). In any event we may not act on instructions to make an electronic payment sent to us by email and we advise against your communicating such information to us by email. Similarly, to protect against cyber fraud we would advise you not to make a transfer of any money to us electronically without having first checked by speaking with us.

Where we hold sums on your behalf in our general client account for a period in excess of 14 days we will be delighted to account to you for interest thereon, at a rate equivalent to what the sum would have earned on a Business Reserve Account at Natwest Bank.

#7

Confidentiality

As solicitors, we are under a duty to keep your affairs confidential. Whilst we will obviously take it that we have your authority to give relevant information to enable your matter to proceed with third parties that you have involved or that we need to use (e.g. lenders and other professionals) there are very few exceptions to our duty to keep what you tell us confidential. You should note, however, the following examples:

i) We are required to comply with the Money Laundering Regulations which oblige us to obtain proof of your identity and to make a report to

the Authorities if there is any suspicion that any transaction involves the proceeds of criminal activity. By instructing us you are authorising us to check your identity and to access by us to agencies holding personal data about you.

ii) If we are acting for you on a purchase we will usually receive instructions from your lender to act on their behalf. If so, we have a duty upon us to pass to the information which you give us that might be relevant to their decision whether to finance the purchase. If a conflict of interest arises, we may have to cease acting.

iii) In the event that you qualify for public funding of your legal costs, we are under a duty to provide information to the LAA which would influence their decision to grant or maintain funding.

If you instruct us jointly with anyone else we will take it that we can share with them any information you give us and we will be entitled to assume that any instructions we receive will have been authorised (and any advice we give communicated) amongst all of you. By instructing us you agree that we have no liability to you for any consequence arising in respect of our perceived obligations as set out above.

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#8

Storage of Deeds and Documents

We are paper free. Please note that our policy is not to create a paper file, nor to retain or store any documents or correspondence in hardcopy paper form. These will instead be scanned to our electronic file and any original paper document will be destroyed once scanned or, at the latest, within 28 days of the closing by us of a matter.



We will retain an electronic copy of all the documents in our file for a period of 6 years and we will only arrange to delete our electronic file at the end of that period.

We will not, of course, destroy any Deeds, Wills, Securities that you give us for safe keeping. Where an electronic file, stored papers, Deeds or Wills are retrieved from storage by us to enable us to act for you again we would not normally charge for such retrieval. Only if the retrieval is for some other purpose will we make a charge of £50.00 plus VAT to cover the necessary admin, perusal and copying.

#9

Other Professional Advice

Our expertise is in providing you with legal advice. We would ask you to note that, in providing you with legal advice, we are not qualified, nor authorised, to provide you with financial, tax, accountancy, insurance, planning, property survey or valuation advice in respect of any matter on which you may instruct us. We will be entitled to assume that you will have sought advice on those aspects from a suitably qualified Independent Financial Advisor, Chartered Accountant, Insurance Broker, Planning Consultant or Chartered Surveyor or other consultant before acting upon our advice or instructing us to act for you.

Although we are not authorised by the Financial Conduct Authority we are, however, included on the register maintained by the FCA so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by The Solicitors Regulation Authority. The register can be accessed via the FCA website at www.fca.org.uk

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000 but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions.

The Solicitors Regulation Authority is the independent regulatory body of the Law Society.

We recommend products from a selected number of insurers but we are not contractually obliged to those insurers to conduct business in this way. A list of those insurers is available on request.

#10

Data Protection

For an explanation of how we handle information which you provide to us please see our Privacy and Data Protection Policy which is published on our website at www.eatons-solicitors.co.uk. The General Data Protection Regulations give you certain rights over the data we might hold for you including a right of rectification, the right to object, the right not to be subject to a decision based solely on automated processing, and the right of access. If you would like to exercise any of these rights (including making a subject access request) please write to us at Data Protection Complaints, Eatons Solicitors, 34 Darley Street, Bradford, BD1 3LH or email us at enquiries@eatons-solicitors.co.uk.



Complete, detach and return this form. Only if you wish to cancel the contract.

Case Ref. No.

Date

Name *(Please Print)*

Address

Return this form to:

Eatons
The Old Library,
34 Darley Street,
Bradford, BD1 3LH

I hereby give notice that I wish to cancel my instructions to you and my contract with you. Signed,

Cancellation Form



For sound expert legal advice,
trust Eatons Solicitors

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