

{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME }

## TERMS OF ENGAGEMENT

### 1. Introduction

This document sets out the terms on which we accept instructions and charge for our services. It also contains essential information regarding the conduct and funding of your legal representation. Our aim is to provide you with quality legal services in accordance with your instructions in a professional and cost effective manner and in a close working relationship with you.

### 2. Person Responsible for your work

Your matter will be handled by a member of the firm under the supervision of a Partner or other qualified Supervisor.

We use a team approach so that you may deal with a Paralegal in addition to a Solicitor at times. Everyone who deals with you will be fully competent to carry out that piece of work. A list of fee earners and their status appears at the end of this document.

We always strive to ensure that we provide a quality service to our clients but in the event that you should have any query or complaint regarding our services or about any bill we send to you, you should initially try to raise this with the fee earner who is dealing with your case.

If your query or complaint is regarding the fee earner then you should raise it with \*\*\*\*, who is a Partner in the firm. If the complaint concerns him, or he is unavailable, then it should be raised with \*\*\*\*. This may be done orally, in writing or via email. We will endeavour in all cases to resolve such matters speedily and to your satisfaction. The firm has a written complaints procedure that we will provide you with if requested.

If we are unable to resolve the problem between us then you can contact the Legal Ombudsman who accepts complaints within certain time scales. The time limits for acceptance by the Legal Ombudsman are (i) six years from the date of the act/omission about which you are complaining occurring or (ii) three years from when you should have known about the complaint.

In addition the Legal Ombudsman will not accept complaints where the act or date of awareness is before 6th October 2010. Normally any complaint to the Legal Ombudsman would need to be brought within six months of receiving a final written response from us under the firm's complaints procedure regarding your complaint.

There are some exceptions to the right to refer a case to the Legal Ombudsman, eg most businesses, charities/clubs with an income of over £1m, charities with asset value over £1m.

### 3. Confidentiality

Information passed to us is kept confidential and will not be disclosed to third parties, except as authorised by you or required by law. If on your authority we are working in conjunction with other professional advisors, for example expert witnesses or barristers, we will assume that we may disclose any relevant aspect of your affairs to them.

Likewise we will assume that we have your consent to disclose your file for any audit purpose whether with our accountants, the Legal Aid Agency or our professional regulators. Please inform us if you object to disclosure in respect of any or all of these purposes.

#### 4. Fees

Our fees are charged on the basis of the time spent on your case, although there may be other factors. If you have been granted Legal Aid then your fees will be paid by the Legal Aid Agency [LAA] at the applicable Legal Aid Rate – though see the section on costs information below.

##### A Private Funding

Our rates are based on those set out by the Guide to the Summary Assessment of Costs from the Supreme Court Costs Office. We will not charge additionally for “care and conduct”.

The current rates, unless otherwise agreed, are:

Partner or Senior Solicitor £\*\*\* per hour.

Assistant Solicitor or Senior Legal Executive £\*\*\* per hour.

Legal Executive or Accredited Legal Representative £\*\*\* per hour.

Trainee Solicitor or Paralegal £\*\*\* per hour.

Routine telephone calls, letters and e-mails are charged at one tenth of the applicable hourly rate per item. Travel and waiting are charged at the fee earners relevant hourly rate as above. Mileage will be charged at 45p per mile.

We would always seek to provide you with an estimate of our costs in advance, and seek to agree what our costs should be. In the event that we cannot resolve any issue with a bill we render by agreement, you have the right to apply for assessment of the bill under Part III Solicitors Act 1974.

We will account to you for interest on money we hold for you for longer than 5 days, at the base lending rate of our bankers at the time but only if the total amount of interest exceeds £20. Likewise interest will be payable on any bill not settled within 30 days.

Please note that you are responsible for our costs incurred for advising and representing you in connection with any criminal proceedings.

Regulation 6(2) of the Costs in Criminal Cases (General) Regulations (as amended) has the effect that, in the event of an acquittal, discontinuance or discharge of proceedings, a private paying Defendant may only be granted a Defendants’ Costs Order permitting reimbursement of some legal costs from central funds in very limited circumstances. Reimbursement of all costs is unlikely.

Rules for Defendants’ Costs Orders for all cases commencing after 1st October 2012 are contained in section 16 of the Prosecution of Offences Act, as amended by Schedule 7 of the Legal Aid, Sentencing and Punishment of Offences Act 2012.

In simple terms, this legislation provides that clients who are ineligible for legal aid in the Magistrates’ Court due to either the means or the interests of justice tests will be entitled to recover their costs under a Defendant’s Costs Order if they are acquitted, but that the amount will be limited to legal aid rates, which are approximately 25% of current private client rates.

It will be entirely within our discretion to decide whether or not to enforce full payment of our bill of costs from you, in the event that some or all of our costs are unrecovered following the granting of a Defendants' Costs Order.

In respect of Crown Court proceedings commenced on or after the 1 October 2012, a Defendant will not be entitled to recover their legal costs expended in successfully defending those proceedings if they are represented privately, unless that Defendant has applied for Legal Aid and been refused; if that is the case, a successful defendant may apply for a Defendant's Costs Order and, if granted, may recover his or her costs up to the level of the legal aid costs which would have been paid had the Defendant been eligible.

## B Legal Aid Funding

### (i) Advice and Assistance

You are entitled to free legal advice and assistance while at the Police Station. If you subsequently require us to undertake further preparatory work on your behalf then you will have to instruct us to act on a privately paid basis.

Advice and Assistance does not cover representing you in Court if you are charged. If the matter should proceed to Court, we will apply for legal aid on your behalf. If you are not eligible for legal aid I am happy to discuss my rates for representing you on a private basis.

If you are financially eligible, we may be able to provide you with free Legal Aid Advice and Assistance in connection with your case prior to charge. This could include representing you in connection with interviews in relation to Benefit Fraud allegations.

Appeals and Criminal Cases Review Commission cases can attract Legal Aid Advice and Assistance Funding. It is also possible to apply for the initial limit to be extended in these matters, but the extension is not an automatic one. If we use up the time allowance and cannot incur further time, we may regrettably have to advise you that we are unable to undertake further legally aided work for you in respect of that matter.

Advice and Assistance is also available in Prison Law cases where the type of case is covered by the Prison Law Contract we have with the LAA.

### (ii) Representation Order [Legal Aid] for Court Proceedings

We will apply for Legal Aid to cover your case in the Magistrates' Court, and have asked you to complete the application forms. The decision to award Legal Aid is made on the basis of both the details of your case (called the Interests of Justice Test) and the financial information you provide (called the Means Test). It is therefore very important that you complete the forms accurately and (where necessary) send evidence to support the information you provide. If you do not tell the truth on your legal aid application about your income, assets and expenditure you could be prosecuted.

If you are under 18 or on certain benefits you do not need to pay for the work we do for you in the Magistrates' Court. These benefits are Income Support, Income-Based Job Seeker's Allowance, Universal Credit, Guaranteed State Pension Credit and Income-related Employment and Support Allowance. You need to provide your National Insurance Number so that the benefit can be checked.

In all other circumstances your finances will be assessed to decide whether you are eligible for Legal Aid. Your annual household income and family circumstances will be taken into account and then:

- If your annual household income is £12,475 or less you get free Legal Aid
- If it is £22,325 or more you are not eligible for Legal Aid

The assessment of your income makes an allowance for a partner or any children that you have living with you so it is important that you include details of these on the form.

If your annual household income is more than £12,475 but less than £22,325 then the Legal Aid Agency will look at your disposable income. This is the money you're left with after you've paid your main bills. A standard amount is allowed for some bills such as gas, electricity and insurance, and there is an allowance for a partner and/or any children.

If you're left with:

- £3,398 or less a year (£283.17 or less a month) you get free Legal Aid
- More than £3,398 a year (£283.17 a month) you are not eligible to receive Legal Aid

If you don't think you can afford to pay privately, or you think that a mistake has been made, you can ask for a review of your Legal Aid assessment.

If your case is heard in the Crown Court your financial situation will be assessed with one of the following outcomes:

- You don't have to pay for the work that we do for you because you have been awarded Legal Aid to cover all your costs
- You have to pay a contribution towards our costs because you can afford to pay from your income, capital or both
- You have to pay privately for all the work that we do for you.

You will be asked to provide evidence of your income and assets.

If you do not provide this evidence, your payments could be increased. If you do not tell the truth on your legal aid application about your income, assets and expenditure you could be prosecuted.

You will not have to pay towards the costs of your case if you are under 18 when you make your application or if you receive any of the following benefits: Income Support, Income-Based Job Seeker's Allowance, Universal Credit, Guaranteed State Pension Credit and Income-related Employment and Support Allowance.

If your annual household disposable income is £37,500 or more (the money you're left with after you've paid your main bills, and taking into account your family circumstances, such as a partner and/or any children) then you will not be eligible for Legal Aid and you will have to pay privately for any work that we do for you.

You will have to pay a contribution towards the costs if your annual disposable income is above £3,398. A standard amount is allowed for some bills such as gas, electricity and insurance, and there is an allowance for a partner and/or any children.

Where you are required to pay towards your legal costs, you will receive a Contribution Order from the court giving details of how much you must pay, and how to make the

payments. The first payment will be due within 28 days of your case being committed, sent or transferred for trial.

The payments will be collected by a private company on behalf of the Legal Aid Agency, and they will also write to you. You must tell the court about any changes to your financial circumstances during your case because a change may affect the amount you have to pay towards your defence costs.

If you don't think you can afford to pay, or you think that a mistake has been made, you can ask for a review of the amount the court has told you to pay.

At the end of the case, if you are found not guilty, any payments you have made will be refunded with interest. If you paid late or not at all and action was taken against you, the costs of this action will be deducted from the refund.

If you are found guilty, you may also have to pay towards your defence costs from any capital assets you may have. This would only apply if:

- You have £30,000 or more of assets, for example: savings, equity in property, shares or Premium Bonds; and
  - Any payments you have already made have not covered your total defence costs.
- You will be told at the end of your case if you have to make a payment from capital. The Collection and Enforcement Agency for the Legal Aid Agency will notify you of the amount you owe once your legal costs have been finalised.

#### 5. Prosecution Costs and Victim Surcharge.

In the event of a conviction you may be ordered to pay a contribution towards the Prosecution costs incurred in bringing the case to Court.

If convicted and sentenced you may also be required to pay a Victim Surcharge which will vary according to the nature of the sentence that you receive.

#### 6. Finishing the case:

Once instructed we will normally continue to act for you in the matter until your instructions have been fulfilled.

On completion of a matter and payment of our fees we will return to you at your request any documents provided to us for the purposes of that matter and any other papers to which you are entitled.

We will keep all files for a minimum period of six years. We cannot undertake to retain the files for any specific period of time. Should a file be required from storage, we will charge a fee for this service.

#### 7. General

Our relationship with you will be governed by English Law and will be subject to the exclusive jurisdiction of the English Courts. We are authorised and regulated by the Solicitors Regulatory Authority.