

Terms of Business

<p>Carlton Place Law</p> <p>Terms of Business</p>	
1	Introduction
1.1	We are pleased to accept instructions to act on your behalf. The purpose of this document is to confirm our appointment, to set out the basis on which we charge, and to supply other relevant information.
1.2	We appreciate that this Terms of Business is quite long but it is important that you read it thoroughly. If you would like further clarification on anything at any stage, please do not hesitate to contact us. We are here to help.
1.3	We aim to offer our clients high quality legal advice with a personal and approachable 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.
1.4	Unless we advise you otherwise, these Terms of Business apply to all instructions that you give us, to include any future instructions.
2	What you want us to do
2.1	We will act for you for the purposes stated in the attached letter. Please read this very carefully as it is very important that you understand the scope of our services. If there is anything you do not understand then please ask us.
3	People responsible for your work
3.1	The person who has signed the attached letter is responsible for your matter. Their status within the Firm is also stated. The person ultimately responsible for the overall supervision of your matter is David Olden, a Solicitor and also the Principal of the Firm. The Firm makes every effort to avoid changing the people who deal with your matter as we know that this is unsettling for clients and that it can lead to discontinuity. However there may be times when we cannot avoid this, for example sickness or holidays. If this happens we will let you know, with the name and status of the new person, as soon as we can.
3.2	Who we are
	<p>Marie Martin. Marie is our receptionist and secretary.</p> <p>David Olden. Principal and Solicitor. David has specialised in handling criminal cases for many years.</p> <p>Susan Ridge. Susan is a Criminal Defence Solicitor and Higher Rights Advocate. She represents clients in the Crown Court and the Magistrates Court.</p> <p>Mark Rigby. Mark is a Criminal Defence Solicitor who has specialised in defending clients in criminal cases for many years. He practices mainly in the Magistrates Court.</p> <p>Karla Skading. Karla is our Office Manager</p>

4	Our responsibilities to you
4.1	<p>These are our responsibilities to you. We promise that we will:</p> <ul style="list-style-type: none"> • update you regularly by telephone or in writing with progress on your matter; • be realistic and honest about what we can and cannot achieve; • update you on the costs of your matter (if applicable); • update you on the likely timescales for each stage and any changes; • consult you on strategy even if there appears to be only one realistic option; • not assume anything.
5	Your responsibilities to us
5.1	<p>You must:</p> <ul style="list-style-type: none"> • give us clear, timely and accurate instructions and provide us with any information we request as soon as possible; • ask us if you do not understand anything, we are always pleased to explain; • bring all documents with you to meetings; • advise us immediately of any changes in your circumstances (particularly your financial circumstances) or in your contact details; • give us written consent to deal with any intermediary; • not ask us to conduct your case in an unreasonable manner. If you do, that might cause your public funding to be revoked; • consider carefully and act upon the advice we give.
6	Levels of service
6.1	<p>In acting for you, we aim to achieve the highest possible levels of service. In particular we aim to:</p> <ul style="list-style-type: none"> • return calls within one working day. The office will normally be open from 9am to 5.30pm Monday to Thursday and 9am to 5pm on Friday. At other times please leave a message on the office voicemail; • reply to letters and emails within five working days unless we need information from a third party. We generally reply using email where possible as this makes for faster communication. We do not encrypt messages. We are not responsible for the security of email. • communicate with you in plain English (unless you have requested that we use another language), explaining all legal terms; • consider the options with you and advise you which we consider the best for you; • complete your case as soon as possible, but matters outside our control might cause delay. We are not responsible for any such delays; • encourage equality of opportunity and respect for diversity in all our dealing with clients, third parties and employees. If you would like a copy of our written policy, please ask us.
7	How we will charge for our work – Public Funding
	Criminal cases – Police Station
7.1	<p>If your case is a criminal matter in the Police Station, advice there is automatically covered by public funding and you will not have to pay anything.</p>

	Criminal cases – Magistrates Court
7.2	If your case is a criminal matter before the Magistrates Court, we will make an application for a Representation Order on your behalf. Please bear in mind that whether you are granted public funding is not our decision. The rules are complex, and depend on merits and your income. Generally, all offences where you could be sent to prison will satisfy the merits test, but less serious ones do not. We cannot guarantee a favourable outcome to the application. We will let you know the outcome as soon as we can, generally 7 – 10 days. We cannot do any work for you until we know the outcome, unless you agree to pay for that work privately. If a Representation Order is granted, you will not have to pay anything towards the cost of your defence as in the Magistrates' Court there is currently no requirement to pay any contribution if an Order is made.
7.3	A Representation Order only covers the cost of your defence. It does not cover any of the prosecution costs. If you are convicted either after a guilty plea or after trial, the prosecution will apply for an Order that you pay their costs. It is difficult to say how much these will be. We will advise you as soon as we know. You may also have to pay a Victim Surcharge, currently up to £120. Further, if you are convicted either after a guilty plea or a trial, and the offence charged involves loss, damage or injury, the Court has power to make a Compensation Order, up to £5,000. The law on this is complex. We will advise you if we consider this likely.
7.4	We are required to provide you with an estimate of the costs likely to be incurred under your Representation Order. It is difficult to give an estimate at this stage as we do not yet know how many hours work will be needed to complete the case. We will advise you as soon as we can.
7.5	In any application for public funding, failure to disclose your financial information or incomplete disclosure can result in a Representation Order being revoked, making you liable for our costs. It is your responsibility to ensure that you make a full declaration of means.
	Criminal cases – Crown Court
7.6	This section applies only if your case goes to the Crown Court.
7.7	Because of the serious nature of cases in the Crown Court, you will automatically qualify for public funding, but public funding in the Crown Court is means tested. The Court can make a Contribution Order in relation to costs, and this will depend upon your income and your means. If you have not done so already, you will be required to supply evidence of your means in your application. If the Court makes a Contribution Order, any contribution will come from your income while the case is ongoing, or from your capital, if convicted. The first payment will be due 28 days from the date the case is sent to the Crown Court. Interest is charged on unpaid contributions: also your funding might be withdrawn. Failure to disclose your financial information or incomplete disclosure can result in the funding being revoked, making you liable for our costs. Also, you could be prosecuted for a separate offence. If you disagree with the amount of any contribution, you can request a review.
7.8	You will not pay any contribution if you are aged under 18, or if you are in receipt of certain benefits. The rules are complex and we will advise you on your entitlement.
7.9	If you are found not guilty, any contribution paid will be refunded to you.
7.10	If you are convicted, you may have to pay more. This will happen if your capital exceeds £30,000. We will advise you on your individual circumstances.
7.11	If you are convicted, the Prosecution will ask for an order that you pay their costs. At present we cannot say how much these are likely to be, but we will advise you as soon as we can. Also,

	the Crown Court has power to make a Compensation Order: there is no limit on the amount the Court can award.
	Public funding - In all cases
7.12	The rules concerning public funding are complex, and change frequently. We can only set out a brief guide above, but we will advise you on your entitlement according to your own detailed circumstances. If you have any query about costs, please contact the person dealing with your matter straight away. We are here to help and we are always pleased to explain.
8	How we will charge for our work – Privately Funded
8.1	You must not assume that an initial interview is free unless we specifically agree this with you in writing.
8.2	We do not accept legal expenses insurance.
8.3	We have agreed to carry out the work for the fees quoted in the attached letter, although we reserve the right to review this if significant unexpected complications arise. We will advise you as soon as possible if this occurs and why, and we will not carry out any additional work without your consent. You must pay the enclosed invoice before we can do any work for you.
8.4	There may be circumstances when you may be responsible for other costs, for example those of an expert. We will tell you as soon as we know of any additional charges. We might not know of these before we start work, so you must not assume that the attached costs estimate and invoice are necessarily complete.
8.5	It is our normal practice to require payment in advance. Whilst we try not to charge more than the fee originally quoted to you, if the matter proves to be substantially more complex or time-consuming than originally envisaged we reserve the right to ask you for more money. We will tell you if this happens, with an appropriate explanation. Please note that we do not operate a client bank account and so we do not take money on account of costs.
8.6	If we ask you to pay an amount to a third party, then you must pay it immediately. We will try to forecast any such payments in advance so as to help you budget and so that you have as complete a picture as possible on likely costs. We will not pay expenses on your behalf.
8.7	If we have agreed alternative payment terms with you, we will write to you with details of them.
8.8	We are entitled to hold onto any papers until our invoice is paid. We can also charge interest on all, or part of, an unpaid invoice, currently at 8% per year, starting from the date that is 7 days after delivery of it.
8.9	We do not accept more than £1000 cash from clients on any one matter. Please make payments by bank transfer: we will give you our bank details. If you pay by cheque you must allow at least four clear working days for the cheque to clear, so for example a cheque delivered to us no later than noon on Monday will not clear until the following Monday. We do not accept cheques drawn by third parties.
8.10	We in turn have the right to stop acting for you if we have serious differences over basic matters, or if a potential or actual conflict of interest arises, or if you do not pay our invoice. Termination of our representation does not affect your responsibility to pay our fees and expenses incurred up to the time of termination. We will not terminate instructions without reasonable cause, and only on reasonable notice. However please be aware that there is a great deal of administrative cost associated with opening a file and a great deal of professional time in considering it: therefore any refund is unlikely to be on a pro-rata basis. Where we cease acting, we aim to

	achieve a fair outcome for clients, on a case-by-case basis. If we do this we will suggest other firms to you, who would be appropriate to continue your case.
8.11	Please be aware that if your case does not proceed, our regulator does not allow us to vary the Agreed Fee. This means that we cannot issue a refund. If the prosecution discontinues the case then we regret that you will not receive pro rata reimbursement.
8.12	If you have any query about our fees or about an invoice, please contact the person dealing with your matter, or David Olden, straight away.
8.13	You are entitled to object to our invoice through our complaints procedure and/or by asking a court to assess the bill under Part III of the Solicitors Act 1974, however the court will expect you to pay a fee for this service. There are also very strict and short time limits for bringing this sort of action, please ask us for details. If, following a complaint to us, you are not happy with our conclusions you can refer the matter to the Legal Ombudsman. This is a free to you service. The address is given below at section 16.3. Subject to some minor exceptions set, you must bring your complaint within six months of our final determination.
9	Client money
9.1	We do not maintain a client bank account and therefore we do not accept client money. We are therefore unable to hold any funds on your behalf. Because of this, we do not pay interest under any circumstances.
10	Proof of Identity
10.1	We are required by law to obtain satisfactory evidence of your identity and of your address. This applies even if you are well-known to us. We can often obtain satisfactory identification of criminal law clients from the custody record, charge sheet, bail sheet or postal requisition. Otherwise, please bring to the office your passport or photocard driving licence (full, not provisional) and a recent utility bill clearly showing your name and address. The bill must not be more than three months old, nor can it be a mobile phone bill. If you cannot bring the documents to the office please post them to us. We are not responsible for documents lost in the post so we advise you to use Guaranteed Delivery.
10.2	If you do not have a passport or driving licence, there are other ways we can identify you. Please call us to discuss the options and we will be pleased to advise you.
10.3	It is a requirement of the Solicitors Regulation Authority that we know who we are dealing with. We cannot proceed with your work until we have identified you.
10.4	The law requires us to be satisfied as to the source of any funds that may be received into our account. Despite the rules of confidentiality that govern solicitors, we are required to report to the authorities any circumstances which lead us to suspect that such funds may not be legitimate. Your continued instructions is your consent to this. In those circumstances we would not be permitted to inform you that we had made a report, and we could be required to take no further steps in your matter, without explanation. Naturally we are confident that this will not arise but it is important that you are aware of our obligations.
11	Confidentiality
11.1	We are under professional and legal obligations to keep your affairs private. Except as set out in this document we will not discuss your affairs with anyone else unless we have your written permission.

11.2	<p>We use the information you provide primarily for the provision of legal services to you and for related purposes including:</p> <ul style="list-style-type: none"> • Updating and enhancing client records • Analysis to help us manage our practice • Statutory returns, eg for applications for public funding • Legal and regulatory compliance
11.3	<p>Our use of that information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality. Our work for you may require us to give information to third parties. You have a right of access, under data protection legislation, to the personal data that we hold about you on you making an appropriate request and on payment of the statutory fee, currently £10.</p>
12	<p>The Law Society's 'Lexcel' accreditation and other accreditations</p>
12.1	<p>We are subject to periodic review by outside consultants and assessors. This could mean that your file is selected for review. We need your consent for it to be inspected. All inspections are, of course, conducted in total confidence. If you prefer to withhold consent, work on your file is not affected in any way. Since very few of our clients do object, we assume that we have your consent unless you say otherwise. Similarly we will also assume that your consent now will cover all future matters that we conduct for you. Please do not hesitate to contact us if we can explain this further or if you would like us to mark your file as not to be inspected.</p>
13	<p>Termination</p>
13.1	<p>You may terminate your instructions to us in writing at any time. We will pass your papers to your new representative. Please note that if we are on the Court record as acting, the Court will have to agree to an application for us to come off the record. The Court will likely require a good explanation: we cannot guarantee that the Court will grant this.</p>
13.2	<p>If we decide to stop acting for you we will only do this with good reason and on giving you reasonable written notice. We will suggest alternative providers.</p>
14	<p>Provision of Services Regulations 2009</p>
14.1	<p>These regulations require us to give certain additional information to you. Our postal address, fax number, email address and telephone number are set out on the attached letter and on our website at http://www.carltonplacelaw.com. Carlton Place Law is the trading name of David Olden, a Solicitor. We are Solicitors in England and Wales, authorised and regulated by the Solicitors Regulation Authority. Our SRA number is 401243. Our VAT number is 834112854. We hold professional indemnity insurance, details are available upon request.</p>
15	<p>Consumer Contracts Regulations 2015</p>
15.1	<p>If you instruct us by telephone or email, you have the right to withdraw your instructions without charge for any reason within 14 working days from the date of our letter. If you wish to do this, you must tell us within this period. However, if we start working on your instructions with your consent, you cannot withdraw without charge. Your acceptance of these terms of business amounts to such consent.</p>
16	<p>Raising queries or concerns</p>
16.1	<p>We aim to offer all our clients an efficient and effective service and we are confident that we</p>

	will do this. If you are unhappy with any aspect of our service, please raise the matter with Mr David Olden (who is the owner of the Firm) and he will be pleased to investigate in accordance with our written complaints policy. A copy of this is available on request.
16.2	If you remain dissatisfied you can refer the matter to the Legal Ombudsman who can consider your complaint. You normally must do this within 6 months of receiving a final written response from us. You must also bring your complaint to the Ombudsman within six years from the events in question or three years from the date when you should reasonably have known that there was cause for complaint. You must normally use our internal complaints procedure first, but you may refer to the Ombudsman if we have not settled the matter to your satisfaction within eight weeks of the date of your complaint, or if there has been an irretrievable breakdown in relations.
16.3	You can contact the Legal Ombudsman by phone 0300 555 0333 or in writing P O Box 6806 Wolverhampton WV1 9WJ or email enquiries@legalombudsman.org.uk .
17	Storage of documents
17.1	At the completion of your instructions, we will scan and shred your file of papers. We will keep the scanned copy for six years. After that, we may destroy it without notice to you. If you ask us to reproduce the file you agree to pay us a reasonable charge. This will depend on the number of printed sheets to be made. We charge 10p per printed sheet, subject to a minimum charge of £30 + VAT. Currently, public funding is not available for this and you are responsible for paying any such charge yourself.
17.2	We do not have long-term storage facilities for documents and therefore we cannot accept storage requests.
18	Taking matters further
18.1	Your continuing instructions is your acceptance of these terms of business. Then we can be confident that you understand the basis on which we will act for you.
18.2	We want you to understand what we will do, who will do it, how we will do it, and what it will cost you. If you have any queries, please ask us, as we are here to help. We are always pleased to advise. Please do not be embarrassed to ask, as we are always pleased to explain.

COMPLAINTS PROCEDURE

The firm is committed to providing a high-quality legal service to all our clients. When something goes wrong we need you to tell us about it. This will help us to maintain and improve our standards.

Our complaints procedure

If you have a complaint, please contact David Olden with the details.

What will happen next?

1. We will send you a letter acknowledging your complaint, where necessary asking you to confirm or explain the details. We will tell you who will be dealing with your complaint and also provide you with the contact details for the Legal Ombudsman. You can expect to receive our letter within 3 working days of receiving your complaint.

2. We will open a file for your complaint and record it in our central register. We will do this within 2 working days of receiving your complaint.

3. Mr David Olden, the Principal of the firm, will then investigate your complaint, which will normally involve examining your file and (if he did not act for you personally) speaking with the person in the firm who acted for you. He will do this within 10 working days.

4. If you would like to have a meeting to discuss and hopefully resolve your complaint, we will arrange this within 3 working days of your request. Within 2 working days of the meeting David Olden will write to you to confirm what took place and any solutions he has agreed with you.

5. If you do not want a meeting, or if it is not possible for any reason, David Olden will send you a detailed response to your complaint, including suggestions for resolving the matter.

6. At this stage, if you remain dissatisfied, you can let us know. We will arrange for Mr Mark Florida James, a barrister in the firm, who is not connected with the complaint, to review the decision. This process is likely to take 10 days.

7. We will let you know the result of this review within 2 working days of its conclusion. At this stage David Olden will write to you confirming the firm's final position on your complaint (taking into account the views of the second investigator).

8. If you are still not satisfied with the firm's decision at the conclusion of the complaints procedure you may refer the matter to the Legal Ombudsman PO Box 6806 Wolverhampton WV1 9WJ; telephone 0300 555 0333; enquiries@legalombudsman.org.uk; www.legalombudsman.org.uk. There is a time limit for referring the matter to the Legal Ombudsman which is generally 6 months from the end of our firm's complaint procedure and no later than 12 months from when the matter first occurred.

If we have to change any of the timescales above, we will let you know and explain why.