

## BWS

### TERMS AND CONDITIONS OF BUSINESS

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*This document explains the terms on which I agree to act for you. It also brings certain matters to your attention which you should consider now, and which you should continue to bear in mind during the period that we represent you. Please do not hesitate to ask questions on any point that you do not understand.*

*If you ask us to conduct work before you return these Terms and Conditions duly signed, you agree that you accepted them. For the sake of good order, we request that you countersign and return the enclosed copy as soon as possible.*

#### Address and hours of business

<i>Firm name</i>	BWS
<i>Office address</i>	PO Box 81, Brighton, BN51 9AF
<i>Telephone</i>	+44 7000 679000
<i>Fax</i>	We don't use fax : please email us
<i>Email - office</i>	<a href="mailto:law@worldwidewedd.com">law@worldwidewedd.com</a>
<i>Opening hours</i>	0800 > 1800 on weekdays. 24H for emergencies.
<i>Partners</i>	Steve Wedd <a href="mailto:sw@worldwidewedd.com">sw@worldwidewedd.com</a> 07 802802 539 Paula Bristow <a href="mailto:pb@worldwidewedd.com">pb@worldwidewedd.com</a> 0778899 0154

- 1) We can arrange appointments outside these hours when essential to the interests of a client.
- 2) We also offer home visits to clients who may find it difficult to come to our offices. Please ring for further details.
- 3) My name is Steve Wedd. I am a Solicitor, qualified in 1984. I have three + decades of specialist practice experience in criminal law. I am a Higher Courts Advocate, authorised to represent clients in the police station, the Magistrates Court, the Crown Court, Court of Appeal, and Supreme Court. I am a member of the Criminal Litigation Accreditation Scheme, and the founding Hon. Secretary of the Criminal Law Solicitors Association. My practice is based at the above address where I work with my Partner Paula Bristow. I have done so since 2002.
- 4) My name is Paula Bristow. I am a solicitor, qualified in 1998. I have two + decades of specialist practice experience in criminal law. I am a Higher Courts Advocate, authorised to represent clients in the police station, the Magistrates Court, the Crown Court, Court of Appeal, and Supreme Court. I am a member of the Criminal Litigation Accreditation Scheme, and a member of the Criminal Law Solicitors Association.

#### Who are the parties to this legal services contract?

- 5) The supplier party to this contract is BWS, the details of which are in the preceding paragraph. We agree that we will perform all the duties due under this contract and gain all the rights due under it.
- 6) The consumer party to this contract is you, whose name is in the heading to this agreement, and whose signature appears at the foot of it.

- 7) If you are an individual person, then the contract is with you in person. You agree that you will gain all the rights and perform all the duties under this contract.
- 8) If you are making this contract on behalf of a partnership, then your signature below shows that you intend to bind all the members of your partnership. You agree that you and your partners will jointly and severally gain all the rights and perform all the duties under this contract. You agree that you are fully empowered to make this contract on behalf of your partnership, with the intention to bind each and every one of the partners.
- 9) If you are making this contract as an Officer or Director of a limited company, then this contract is with your company. If that is the case, then we will ask you to sign a supplementary contract (in terms similar to this contract) binding you personally to the terms of this contract in addition to your liability as Officer or Director. You will then agree that you personally and the limited company of which you are a part will gain all the rights and perform all the duties under this contract. You agree that you are fully empowered by the company and its officers and its shareholders to make this contract on behalf of the company, with the intention to bind the company and every one of its officers.
- 10) Since this is a long document, we will accept from you a signed copy of the last page only. In that case, your signature to that page will include all of the terms of the whole contract. You can attach the document to an email to me if you wish. If you prefer that method, please in the email you copy and paste the words in the maroon coloured box at the end of this document and add your name and the date. That, allied to your email address, and the date, will show me and anyone else that you and we have a contract.

### **Performance = contract**

- 11) Whether or not you choose to sign the contract is a matter of choice for you. If you do sign the contract, then that proves that there is a contract between us, to which both sides must adhere.
- 12) If you don't sign the contract or return it to me by email, then there is still a contract between us and it's on these terms.
- 13) If you ask me to do legal things for you like advice or representation, then that proves that you are entering into the contract with me.
- 14) If I do those things for you, then that proves that I am doing them under this contract.
- 15) Your request for advice and representation and my giving advice and representation form two sides to the same contract and they prove its existence.
- 16) Telephone advice is legal advice and it is covered under this contract. You are not asking for fun and I am not advising for free.

### **Who will do your work**

- 17) The partner of this firm with responsibility for work done in this department is Steve Wedd.
- 18) Steve Wedd will undertake the day-to-day conduct of your matter. My hourly charge out rate is set out in the table below.
- 19) From time to time I engage the services of experienced specialist agents to carry out some of the work for my clients, (particularly in the Crown Court). I select them for their ability, and I fully brief them before they deal with any aspect of your case.
- 20) You will find that Steve attends you at the police station and the Magistrates Court, and that Steve attends and represents you in the Crown Court if you end up there.

### **Holiday Cover**

21) It is difficult for Partners in a small firm to take annual leave, because we are responsible for everything in our practice all the time. We do what we can to minimise disruption. We take annual leave each year during summer school holidays, during which time we will still be contactable in the usual way. In our absence, we arrange for all our cases to have as little as possible happening when we are away; and we arrange for fully qualified agents to cover for all circumstances, foreseeable and un-foreseeable. Our phones are never really off so if you need to call us at any time, do so. We'll tell you if we can speak - and if we can't, we will arrange a time when we can call you back.

### **Who is going to deal with you, in our office?**

- 22) Either of our partners here will carry out the work in the Police Station, the court, and the office. Our two solicitor partners are Steve Wedd and Paula Bristow who will go to court with you. I sometimes ask our external solicitor colleagues or solicitors from firms with which we have a longstanding, trusted, reliable relationship locally and nationally to assist me in court and the Police Station. Steve Wedd is in charge of preparing our clients Crown Court cases and will be able to deal with your file.
- 23) We are in Sussex courts every day, so should you or a friend find yourself there, please ask the security usher to call for us and I can represent you.
- 24) This office is open from 0900 to 1730 each weekday. Out of office hours, in a criminal emergency, we may be contacted on 07000 679000 above or on my mobile phone number. The 07000 679000 is not a premium rate line. Out of hours, that is an emergency referral line.
- 25) You will be connected direct to a partner – probably Steve. Occasionally, you may hit our mobile phone voicemail in which case please leave a message on it, including any phone number for us to call you back. **If you or a friend or relative is arrested or in a Police Station please call us on 07000-679000 and I will deal with the problem, immediately, free. If you are arrested, the custody sergeant will make the call for you on arrival at the Police Station. Remember to say 'get Wedd out of bed'.**
- 26) If you choose to use that number out of hours for a non-emergency call (including general advice out of hours), please feel free to do so, but be aware that we levy a small cash charge for each such call. That charge is £50 (plus vat) per call, payable on the spot.
- 27) We aim to provide our clients with a friendly and efficient service and we try to get it right always. Should any difficulties arise concerning your case we have a procedure for dealing with complaints. Please speak to me as soon as you have reason to be unhappy. If we cannot solve the problem, then a qualified member of staff from Tuckers will then deal with it. This will not affect your right to complain, eventually, to the Office for the Supervision of Solicitors. We can give you information about it where necessary.

### **How we will represent you**

- 28) We may represent you on a publicly funded basis or by you paying us. Where public funding is unavailable, and you wish to instruct us on a private-fee paying basis, we shall be happy to discuss and agree terms. See the following pages for details.
- 29) Our work is not free. It all has to be paid for. You may not have to pay for it yourself because the taxpayer may choose to pay for some of it or all of it. However, it's either paid for by the state or by you.
- 30) Please bear in mind that the level of service we can provide to you as a publicly funded client will not match the level of service received by a private paying client. We regret that due to government actions to cut and restrict the Legal Aid budget, Legally Aided clients cannot now

expect to receive a level of service comparable to that for a privately paying client. The quality of the work remains constant : the level of service (measured in a number of ways) may vary.

- 31) If we represent you on a publicly funded basis, we do not guarantee you consistency of representation at court – your representative may change from time to time. One of our experienced team will represent you, and I will have overall supervision of your case.
- 32) Legal Aid payment rules change all the time, usually twice a year.
- 33) I do not know at this point whether you will be charged, or if you are, what with, and if you are, which court will try you.
- 34) Our retainer from you is not a general one, covering all points of law that you may choose to raise with us. It is specific to what your problem is. If you are suspected of burglary, we will deal with that for you. We will not be able to deal with your benefits claim or your compensation claim too, under that retainer. If what you need is legal advice about three things, then now is the time to tell me. I can then divide the work that I do for you into three sections under three separate contracts, and bill you accordingly.
- 35) *If you are charged with an offence which is ‘either way’, if you are commanded by the Magistrates Court or you choose to go to the Crown Court to be tried, then you will have me there.*
- 36) *If you are charged with an offence which is ‘either way’, and if you are offered to be tried in the Magistrates Court, and if you choose to go to the Crown Court to be tried, and if you then plead guilty, there will be defence costs consequences for you above and beyond any contributions you may have to make for your Legal Aid to be granted to you. I shall ask you to confirm in writing that you will maintain your not guilty plea through to trial before agreeing to elect for trial at the Crown Court. This is to protect you and me on costs.*

## **Contact**

- 37) We will endeavour to identify the core issues in your case at an early stage and advise you about them. You should be aware that a Legal Aid Representation Order if granted, may not cover us in relation to such things as complaints to the police or prison, or seeking to obtain your property from the police.
- 38) We will endeavour to return your phone calls as swiftly as possible but you will have to bear in mind that in a Legal Aid case, staffing levels may be such that we cannot respond to your call immediately. This may be because the fee earner having conduct of your case is in court.
- 39) If you prefer to telephone and your chosen lawyer is not immediately handy to deal with your case or your question, please leave a full message for him or her. That way, we can look up your file, prepare for you a useful reply, and we can have a meaningful conversation when we do speak. ‘Please call me’ will rarely help either of us. It will always be more efficient for both of us to send an email or a WhatsApp message.
- 40) We will endeavour to respond within three working days but please remember that we will only respond to those matters that the terms of your Legal Aid order cover, and we will not deal with issues or respond to requests that are outside the extent of that coverage unless you fund that work privately. Please leave a full message when you call, including your number. That will help us to prepare to speak to you when we call back. You may prefer to email us instead.
- 41) Text and email. Please note that we are usually in court, sometimes all day long. That means that I can’t take a call while I am in working in court. If you ring, I will often suspend what I am doing and leave the court room to take your call.
- 42) Send a text or a WhatsApp message – Paula = 077 88 99 0154; Steve = 07 802802 539.

## **Keep in touch**

- 43) When we first meet you, we will carefully take a clear note of your contact details. This will include all that you can supply. As a minimum, it will include your home address or the address at which you want us to contact you. It will usually also include your mobile phone number – although we accept and expect that the police will seize your phone as part of their evidence, so there may be a delay before you can obtain a replacement handset.
- 44) We also ask for an email address from you.
- 45) Mobile phone texts and WhatsApp messages are instant. Emails are nearly instant, depending on how often you check your email account. Post takes at least two days. I am happy to rely on the post if you are, but you need to be aware that many events in the criminal justice system happen at a speed shorter than two days. So long as you are content to risk relying on the post, so am I.
- 46) You may possibly change your address or your phone number or your email address. We don't. If any one of your contact details changes, please let us know immediately.
- 47) We often find that police officers or courts change the time or place of an appointment or a hearing. If that happens, and if they tell us, we want to tell you as soon as possible.
- 48) We will use text or WhatsApp or email or post to do so, according to how you tell me that you want me to tell you.
- a) If you say text, I'll use text.
  - b) If you say WhatsApp, I'll use WhatsApp.
  - c) If you say email, I'll use email.
  - d) If we have to rely on the post, best of luck. You'll probably get the letter two days after the appointment.
- 49) We use only one method of contact. We don't send a text and then an email and then a letter. Whichever one method you tell us you want, we will use that one method. If it fails because you have changed something, I am afraid that that will be your problem. Keep in touch.
- 50) **Texting or WhatsApp is almost always the best way. That way, I can sneak a look at my phone while I am in court, and often reply too, under the desk. Texts and WhatsApp messages also work in the cells, where a phone call may not be able to get through. Same for email. Your smart phone gives you free email, so use it and I can reply without having to leave court.**
- 51) **Text me. Steve = 07802 802539. Paula 077 88 99 0154. Send me a WhatsApp message.**
- 52) We will visit you or offer you an appointment as often as we deem necessary for the proper progress of your case. If your case is publicly funded with Legal Aid then we decide when, where and how often. If you are paying us privately then you decide.

## **Your property**

- 53) If your property is seized and held by the police as evidence or potential evidence, that is a matter between you and the police and does not involve me. If you want to reclaim your property at any time, please go to the police station which is dealing with your case, and ask to see the OIC. The OIC is the Officer in Charge of your case, and usually it is him or her that makes decisions about property. The OIC will be the person who can release or hold onto your property. Ask them for the reason why they are holding it, and for how long it will be held. You might want to ask them to write the reason in a letter or an email so that they have to commit themselves.
- 54) You may have to wait some time to speak to the OIC, so be patient and polite. It may take hours or days to get to speak to them about it, since they may have other things to which to attend. Keep on trying. If you don't get what you want from the OIC, speak to his or her superior officer and ask them. Keep on going up the chain of command if you don't get what

you want. Take with you a note of your custody record. Make a note of those to whom you speak about it.

- 55) I will accept instructions to seek to recover your property for you, on a private paying basis. However, I regret that I cannot do so under a general paid retainer from you, or under legal aid. This is because my prime aim is to defend you on criminal charges, not get your property back. The same law applies to your property if the police seize it, whether you ask or I ask. The police will keep it or release it whoever asks, and they will do so within the law but at their own time and place of choosing.
- 56) If you want me to nag the police to recover your property, I will do so, but only once you have signed a fresh contract to pay me to do so, and you have put me in funds to start work on your property. I have spent too long in the past pursuing things that are important to clients at the expense of dealing fairly and professionally with their case. In nearly every case, it has been a distraction from the proper aim of my work.
- 57) If your trainers cost £100 and you choose to pay me £3,000 to try and get them back, that appears to me to be bad value. If your computer costs £1,000 and you pay me £700 to try to get it back, you are still spending money unwisely.
- 58) I know that your property is important to you, so you should go to the police station yourself and wait and wait and wait until you get an answer. I advise you to spend your time with the police, not your money on getting me to do it for you.

### **What you should do**

- 59) Keep out of any trouble and continue to surrender to your bail as required. Keep me informed of any change of address and email address and keep me informed of mobile or home telephone numbers, and any changes.
- 60) **Please text or WhatsApp me now with your current phone number and address and email address.**
- 61) If your number or email address should change, let me know, please. I will only know the night before of the date and place of hearings, and there is no time to send a letter – you would only get it six hours after the time you are due in court. I don't want to be in a position where I have no client and no explanation for the Judge.
- 62) If any of your contact details change, tell me when it happens. There may be times when I need to contact you urgently to ask you to attend court earlier than expected or at a new time date or place. If I can't, and if you don't attend, the warrant will be issued for you not me.
- 63) That will mean that you will be arrested, and held in police custody until the next available court and then probably remanded in prison until the end of the case. It would be quite likely that I might not be available for your warrant hearing due to other existing commitments.
- 64) If you fail to attend court, then the court will issue a warrant for your arrest, unless you tell me in good time in advance that you will not be there with written reasons why. If the reason that you were not at court is because you were sick, get a sicknote and put it somewhere safe where the police can get hold of it.
- 65) Any sicknote from any doctor or hospital must say on it, in writing, that 'you are too sick to attend court'. Writing saying that you are 'too sick to work' will not do in front of any court. It may (or may not) help you to get bail afresh. No sicknote or one that does not preclude you from court attendance = no bail.
- 66) Please text or WhatsApp me any changes of phone number, email address, or home address.

### **Our firm and how we work**

- 67) We are a small legal firm offering a bespoke service to you. If you are Legally Aided, then the government pays me to work for you. If you are paying our fees yourself, then that alone means that your interests are our highest concern. Our size means that I can give a highly personal service to you and your witnesses, and I take a pride in that. It means that unlike some factory-style operations, I will not muck you about or treat you like just another number.
- 68) It also means that I will not be mucked about by anyone – the police, investigators, the prosecution, or the court. That includes you. If I offer you an appointment, it is because your case needs it and I need to see you to prepare your case properly. You will be aware that good early preparation (or lacking it) can win or lose a case – your case. We want to win your case just as much as you do. Last minute preparation is usually bad preparation.
- 69) That means that if I invite you to a meeting to prepare your case, it is necessary. If you miss the appointment, it will usually mean that your only slot has gone and I will not be able to see you before the next stage in the case. If you miss a second appointment, I will probably return the case to the court to tell it that you won't help me to help you. I reckon that if you can't be bothered to keep appointments that you are not bothered about your case, so nor will I be. That will be your choice.
- 70) Very occasionally, if I have made an appointment, our short-notice court or Police Station commitments may mean that I have, very regretfully, to cancel or postpone a meeting. If that happens, I will endeavour to let you know as soon as it goes wrong with me. I may not know until the last minute myself.
- 71) In any event, if coming to an office, or the court for a meeting, please be sure to text or WhatsApp me at the office in advance before setting off (particularly on a long or expensive journey) to check it is still on.

### **Costs of your case**

- 72) Please carefully read these terms and conditions. I will ask you to sign a document which is the last page of this website copy and return it to me either by email or by post in a stamped addressed envelope which I will send you, before I start work on your case. My email address is on this website.
- 73) If you want me to send you these terms in the post, please let me know and I will.
- 74) When you sign the last page and return it to me by whatever means, you and I are making a contract. It does not matter that the terms are on the website and the last page only is the one that you sign and I put in my file – it's a contract.

### **Effective Trial Management**

- 75) I subscribe to the government scheme known as Effective Trial Management Programme. It means that if you fall out of touch with me or fail to give me instructions for your case in a timely manner, I will have to report that to the court in which your case is being heard.
- 76) That may mean that the court calls you in to ask why that is the position, and it may apply sanctions to you personally for falling out of touch or failing to instruct me properly. This could include special bail conditions or remanding you in custody so that I can take instructions from you. Please stay in touch and keep appointments when I offer them.

### **Criminal procedure**

- 77) Cases where a person is accused of a crime fall into three possible phases – the police station investigation, the Magistrates Court appearance, and the Crown Court trial.

## Police Station Advice and Assistance

- 78) Whenever a person is arrested or has to go to a police station to help police with investigations into a crime, they are entitled to free legal advice. We run an all day, every day service, which means that you can call us any time of day or night, and we shall assist you, either by telephone or in person. If you forget our number, ask the police to call **Steve Wedd** and they should be able to find our number. Just say, 'get Wedd out of bed' and that will work.
- 79) You may get the impression from anyone that asking for a solicitor shows your guilt. Wrong. It shows that you want to protect your interests.
- 80) You may get the impression from anyone that asking for a solicitor will delay your release from the police station. Wrong. We are on immediate turnout all the time. The delay is not caused by us – it is caused by the police taking time to assemble their evidence and review their case. We want to get you out of the police station and for us both to go home just as much as you do, so we get in and out fast – but only when the police are ready.
- 81) Even if our first meeting with you was through the duty solicitor scheme, because we are independent of the police or anyone else, you can continue to use us in all confidence as we are driven by a desire to advance the interests and rights of our clients at all times.
- 82) The Legal Aid Agency pays us for doing police station work so we will not ask you for payment for this service. You may choose to agree private funding for police station work. There is no public funding at all for work done outside the police station, for example between visits (custody visits or volunteer visits).
- 83) Please bear in mind for the future that if you do not have us present at the police station to represent you, then you should make contact with us immediately upon your release. We need to process your Legal Aid application and be ready for the first court appearance - you will be required to enter your plea at that first appearance.

## How long will the police station stage all take?

- 84) It is very hard to say how long the case will take to conclude since it depends so much on things that other people have to do and the pace at which they will do them. I cannot control most of them, but I can try to encourage them to get on as fast as they can. Overall, a case like yours may take between a week and a year to end. You will remain on bail or under investigation throughout unless you do something to make the police withdraw that bail or change your status.
- 85) A large proportion of my clients bail dates to a police station are not effective (nothing happens); in rough order the causes were -
  - a) The police re-bailed clients to a new date, without telling me;
  - b) The police decide to take no further action, without telling me or them;
  - c) Clients chose not to attend the bail response date for their own reasons;
  - d) The police officer does not attend police station;
  - e) A small number of miscellaneous other problems.
- 86) As a result -



- a) I will email to the officer dealing with the case (the OIC) when you are bailed for the first time. In that email I will ask him or her, what they intend to do next time. I can't make them reply. I may also telephone the police station in the 24 hours before the attendance time. If I can speak to the OIC dealing with the case, and find out what is going to happen, I will tell you.
- b) I may telephone or email you after that, to make sure you are attending. If I do not have a telephone number for you, you should telephone me approximately 30 minutes before you are due to set off to attend the police station.

## Magistrates' Court Representation

- 87) If you are charged with, or summonsed for an offence, you will either be taken to court in custody on the first court-day afterwards, or be given a bail date to go to court. In either case, we will attend to represent you ourselves, or we may arrange for a solicitor agent or a barrister to represent you. For many cases, Legal Aid is available and we will help you complete the application form online necessary to obtain it.
- 88) If you do get Legal Aid, then you will not have to pay for our service in the magistrates' court. If you do not get Legal Aid, then you will have to pay for our work or DIY.
- 89) Please note that Legal Aid or not does not affect the court's power to impose a fine, or order you to pay the prosecution's costs, if you are convicted. If you are found guilty you will have to pay the Criminal Courts Charge too – see the section below on that.
- 90) If a person is found guilty then they usually have to pay
  - a) A fine
  - b) Costs to the prosecution
  - c) Compensation to a victim
  - d) Victim Impact Tax
  - e) Criminal Courts Charge
  - f) vi) Interest on the last item if paid late
- 91) Your exposure to prosecution costs and the Criminal Courts Charge can be substantial. This is money that you have to pay to the CPS and the police for prosecuting you; and the Court for using it to prosecute you.
- 92) In a simple early guilty plea, the prosecution costs are usually about £50-£85. For a Magistrates Court trial which you lose, they are usually about £800 per day of trial. In the Crown Court, the prosecution costs are more like £1,500+ per day of trial.
- 93) You must not let the risk of costs or the Charge being awarded against you influence your plea: you are either guilty or you are not. However, store the information away so that you are ready for any adverse costs order. It can help to reduce costs if you save for them ahead of the court ordering payment.
- 94) If you lose the case the court will order you to pay prosecution costs. Those costs will be due in full on the day of hearing. You have six months advance knowledge of the risk of costs being awarded: start saving. If you lose, you have the money set aside. If you win, you have a nest egg saved.
- 95) Criminal Courts Charge
- 96) If you lose your case then the court will order you to pay a Criminal Courts Charge.
- 97) This is a charge imposed on you by the Government which is intended to make you pay for using the Court. Only you have to pay it. The other agencies, like the police, prosecution, probation, prisons, do not have to pay the Criminal Courts Charge, win or lose.

- 98) The amount of the Charge depends on how you deal with your case. You must pay it immediately or ask for time to pay.
- 99) The table below is from the Government and shows how much you will have to pay according to how you deal with your case.

<i>Plea</i>	<i>Amount</i>
Guilty plea to a summary offence	£150
Guilty plea to an either way offence	£180
Not guilty plea to a summary offence (if convicted)	£520
Not guilty plea to an either way offence (if convicted)	£1,000
Summary offence (if convicted) where: No plea entered; and The trial proceeded in the absence of the defendant; and The court dealt with the case on the papers without reliance upon any oral evidence i.e. trial in absence using s9 evidence	£150
Hearing for failing to comply with: <a href="#">[1]</a> a community order; or a community requirement in a suspended sentence order (c) Post release supervision after a custodial sentence.	£100
Crown Court	
Guilty plea in the Crown Court	£900
Not guilty plea in the Crown Court	£1,200
Crown Court hearing for failing to comply with a community order or a community requirement in a suspended sentence order	£150
Unsuccessful appeal against conviction or sentence in the Crown Court	£150
Committal for sentence after guilty plea	£180
Committal for sentence after a trial in the Magistrates Court	£520
Not guilty verdict	£zero

- 100) You must not let the risk of the Criminal Courts Charge being awarded against you influence your plea: you are either guilty or you are not. However, store the information away so that you are ready for any adverse Charge order. It can help to reduce costs if you save for them ahead of the court ordering payment.
- 101) In minor cases, the court may not grant you Legal Aid. We shall be happy to agree a fee to represent you in that case. Where we agree a fee, we shall confirm it in writing, and we will never go behind our agreement. Please see relevant sections in these our terms.

### How long will the Magistrates Court stage take?

- 102) It is very hard to say how long the case will take to conclude since it depends so much on things that other people have to do and the pace at which they will do them. I cannot control most of them, but I can try to encourage them to get on as fast as they can. Overall, a case like yours will usually take between one day and six months to finish in the Magistrates Court. If you are convicted you may be required to pay costs to the prosecution.
- 103) Most cases start and finish in the magistrates' court. Some go on to be heard in the Crown Court. The time that a case will take depends on whether you plead guilty or not guilty. Sometimes it is necessary for the court to adjourn a case. Where that happens, we will explain the reasons to you.
- 104) Where there is no need for an adjournment, then at the first hearing you will plead guilty or not guilty. If you plead guilty, then the court could sentence you there and then, in which case the sentence is unlikely to be a custodial sentence. Sometimes the court requires pre-sentence reports before sentencing and that will mean an adjournment of between one day and three to six weeks, depending on whether you are in custody or on bail.
- 105) If you plead not guilty then a date will be set for the trial and that could take from twelve weeks upwards. It really depends on the court's volume of work.

### Crown Court Representation

- 106) Cases that are more serious are sent to the Crown Court. In a small number of the most serious cases, (such as murder, rape, or robbery) the Magistrates Court sends it at the first hearing to the Crown Court. In other cases which are going to be heard at the Crown Court, the Magistrates Court transfers the case to the Crown Court immediately, for a subsequent hearing at the Crown Court, usually four to six weeks from the first hearing at the magistrates' court. Again, the time depends on whether you are in custody or on bail.
- 107) Where the case goes up to the Crown Court, then almost certainly Legal Aid will be extended to cover your representation. We shall provide you with some very important information about Legal Aid in the crown court at a later stage. Where Legal Aid is not available, we shall be happy to discuss terms, including the cost of employing an advocate or a barrister.
- 108) You do not have to accept the offer of Legal Aid if you do not like the terms on which it is offered.

### How long will the Crown Court stage take?

- 109) It is very hard to say how long the case will take to conclude since it depends so much on things that other people have to do and the pace at which they will do them. I cannot control most of them, but I can try to encourage them to get on as fast as they can. Overall, a case like yours will usually take about six months to a year to finish in the Crown Court. If you are convicted you may be required to pay costs to the prosecution.
- 110) At the first appearance in the Crown Court, you will be asked to enter your plea. If you plead guilty, the court could sentence you there and then, or after an adjournment for reports. If you plead not guilty, then a date will be set in the future for trial. The time between the first hearing and the trial will depend on the volume of work at that particular court.
- 111) How will the court deal with any appearances required?

- 112) If you are on bail to attend court, then you must attend. If the police bail you to return to the police station or to attend court, there may be conditions on your bail. Please note that it is an offence if you fail to observe any conditions imposed on your bail, and for that, the police might arrest you without warrant. If the police believe that you are about to break any such conditions, they may arrest you.
- 113) Breaking your bail conditions, or failing to attend police station or court on time on the right day could make it difficult for you to get bail in the future and could result in the court keeping you in custody until the end of the case. Even if there are no conditions on your bail, you are still under a duty to surrender to court on the date and at the time indicated; otherwise you commit an offence for which you may be fined, imprisoned, or both. That is irrespective of and additional to whatever happens to the main case.
- 114) Should you be remanded in custody, the court may deal with your case by means of a video link. This means that for second and later appearances in the Magistrates Court, you do not leave the prison, but ‘appear’ in court via a television link. I will be in the courtroom to look after your interests and to represent you in the hearing, but you stay in the prison.
- 115) I will ‘see’ you in private beforehand using the link equipment; you will be able to see and hear what is happening in the courtroom; I will be able to see you and hear you from the prison. In every way, it is as a personal appearance save that it is done on the telly instead. The court normally expects to deal with second and later remands by video link although you have the right to apply to for a personal appearance, which the court has to decide on at the last hearing.
- 116) If between hearings you want to apply for a personal court appearance, please ask the Legal Aid office in your prison to call me and I will apply on your behalf, in advance, if there is enough time. If on the day you want to apply, let me know in the video conference and I will apply to the court (which you will see), although it will usually not be possible to do it on that day, because you will still be in prison and not in the court building.

### **A word or two on bail**

- 117) The following is a snapshot of the Bail Act 1976 now heavily amended.
- 118) The court has the power to reconsider bail at every single hearing – even mid trial.
- 119) By and large persons who appear at court on bail tend to leave court on bail. Those appearing in custody tend to remain in custody.

120) Persons attending court on bail

- 121) The court can -
- a) grant them the same bail as before – with or without conditions;
  - b) impose new or more onerous bail conditions;
  - c) impose more relaxed or fewer conditions;
  - d) Remand in custody.

122) Persons attending court in custody

- 123) The court can -
- a) Remand in custody;
  - b) grant them bail anew – with or without conditions;

c) Impose pre-release conditions – such as surrender passport or provide a surety.

124) The more serious the allegation the lower the likelihood of bail being granted. Conversely lower rated alleged offences more often attract bail.

125)

A history of offending or not affects their chances of bail. A poor history tends to indicate reduced bail likelihood, and vice versa.

126) A history of breaching past grants of bail is very important as is a person's history of breaches of other court orders.

127) The better and more honest and industrious a life that the person has led, the better the chances of being granted bail.

128) The court can recognise the age of the allegation but it is not a final determinant. Just because it's taken half a lifetime to catch up with an alleged offender does not change the Bail Act provisions.

129) The grant or refusal of bail by a police sergeant does not dictate bail or custody later on. The court looks at the bail position afresh. Many people who are given to the court by the police on first being charged by them get bail from the Magistrates Court with exasperation.

130) Appearing in a Magistrates Court for the first time in custody on a murder charge allows for no bail – not even the chance to apply for it. For that, a person has to see the Crown Court Judge in the following two or three days.

131) If you are to be charged, I would expect to arrange and agree with the officers in advance the terms on which you see them for the charging process. That would include, from our side, the place, date and time of surrender, and the guarantee that bail would not be opposed in the Police Station and not opposed thereafter.

132) The police are not the same as the prosecution. They work very closely together and will often back each other up rather than letting the side down.

## **Prison Visits**

- 133) If the court remands you in custody then please be assured that we shall make an appointment to visit you at the earliest opportunity in order to take further instructions, which enable us to make another application for bail at court. We shall also keep in contact with you at relevant stages throughout the case. Visits will depend on where the prison service houses you, and we may make contact with you by video link.
- 134) We see you in prison or by videolink as your case calls for legal advice. This is not the same as you wanting a visit. If there is nothing for us to talk about, we don't need to talk about it.
- 135) You are entitled to two bail applications in the magistrates' court and then a further one at the crown court. Where the circumstances of your case change, then we may be able to make further bail applications. We shall advise you of any conditions we could propose that may make it more likely for you to get bail.

## **Our Duty of Confidentiality to you and the Criminal Procedure Rules**

- 136) The confidential communications that pass between you and us for the purpose of your seeking legal advice from us and to enable us to provide legal advice to you can never and will never be divulged by us to anyone without your authority. We have a legal duty to keep all information concerning your case confidential. That duty is subject to our obligations to the court, arising from the Criminal Procedure Rules. These Rules make all participants in a criminal case (which includes solicitors and their clients) subject to a duty to deal with the case efficiently and with minimum delay.
- 137) Those rules may require us, without your permission, to divulge to the court and the prosecution, information that does not concern the legal advice you seek and we provide, but rather, which relates to the progress of the case. This might include, for example, whether we have received sufficient information and co-operation from you. We will discuss this with you in more detail if the need arises.

## **Disclosure to The Criminal Defence Service**

- 138) For continuing to improve the services I offer my clients, all files, including those of private clients are reviewed at regular intervals by the Criminal Defence Service. This means they have access to your file, purely for quality control purposes. They are themselves bound by strict confidentiality in relation to the facts of your case. If you are at all worried about this, please contact me to discuss it. Unless you do, I will assume you have no objection to this process.

## **Our ethical responsibilities**

- 139) We will refuse to act or we will cease acting for a client in the following circumstances:

- 140) When to act would involve us in a breach of the law or a breach of the rules of professional conduct;
- a) Where we identify a conflict of interests.
  - b) Where we have insufficient resources or lack the competence to deal with the matter;
  - c) Where instructions are given by someone other than you, or by only one client on behalf of others in a joint matter, will not proceed without checking that all clients agree with the instructions given; or
  - d) Where we know or have reasonable grounds for believing that duress or undue influence is affecting instructions, we will not act on those instructions until we have satisfied ourselves that they represent your wishes;
  - e) We will not cease acting for a client except for good reason and on reasonable notice.
  - f) Where you do not pay us as requested.

**Client care - we will -**

- 141) Identify clearly your objectives in relation to the work to be done for you;
- a) Give you a clear explanation of the issues involved and the options available to you;
  - b) Agree with you the next steps to be taken;
  - c) Agree who will do those next steps and by when; and
  - d) Keep you informed of progress, unless otherwise agreed.
  - e) inform you of all significant developments in your case, whether they are caused by
    - i) you wanting to do something
    - ii) you wanting me to do something for you
    - iii) someone else doing something
    - iv) someone else forcing or obliging you do to do something
    - v) a statutory or case law time limit
    - vi) some rule of law.
- 142) We will, both at the outset and, as necessary, during the course of the matter:
- 143) Agree an appropriate level of service;
- a) Explain our responsibilities;
  - b) Explain your responsibilities;
  - c) 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; and
  - d) Explain any limitations or conditions resulting from your relationship with a third party (for example a funder, fee sharer, or introducer), which affect the steps we can take on your behalf. Sometimes the Legal Aid authorities or an insurance company will tell us that we can do say £500 worth of initial work and then ask them for permission to go on with more work.
  - e) We do not share our fees with any other person, nor do we pay introduction fees to anyone.
    - i) Conflicts of interests
- 144) We will not act for any client if there is, or if we consider that there is, or there may be, now or in the future, a conflict or interests between that client and any other client. This decision is ours to make alone, since we base it upon confidential information.
- a) If a conflict arises, or we consider that one may arise, we will tell you so in advance.
  - b) We will listen to your concerns and any representations that you may make about the perceived conflict, but the decision will remain ours.
    - i) Public office or appointment leading to conflict
- 145) We will decline to act where we, a member of our family, or a principal, owner or employee of our firm holds some public office or appointment as a result of which:

- a) A conflict of interests, or a significant risk of a conflict, arises;
  - b) The public might reasonably conclude that we, or our firm, had been able to make use of the office or appointment for your advantage or for someone else disadvantage; or
  - c) Our ability to advise you properly and impartially is inhibited.
    - i) Accepting gifts from clients
- 146) Where you propose to make a lifetime gift or a gift on death to, or for the benefit of:
- a) Us;
  - b) Any principal, owner or employee of our firm;
  - c) A family member of any of the above,
  - d) ii) In addition, either the gift is of a significant amount, in itself or having regard to the size of your estate and the reasonable expectations of the prospective beneficiaries, we will advise you to take independent advice about the gift, unless you are a member of the beneficiary's family. If you refuse, we will stop acting for you in relation to the gift.
- 147) Although we do not provide alternative dispute resolution services, we always seek to find ways to settle your case without actually going through the court process. Obviously, if court process has started, that can limit the extent to which we can negotiate.

### **Duty of confidentiality**

- 148) Our firm and we will always keep your affairs and the affairs of former clients confidential except where disclosure is required or permitted by law or by our client (or former client). We comply with the provisions of the Solicitors Code of Conduct in relation to this.

### **Specific advice on the care to be taken with prosecution evidence**

- 149) Where I have enclosed prosecuting evidence please understand that I have sent /will be sending, you this so you can read it and know the detail of the case against you. You should treat this very carefully.
- 150) Do not show it to anyone;
- a) Keep it safe and secure;
  - b) You should not discuss anything in it with anyone;
  - c) You can write notes on it if you want to;
- 151) You should not take any action, (like trying to talk to witnesses);
- a) You should not ask any friends or relatives to take any of the above actions;
  - b) Please ask me before doing anything with it other than just reading it or noting on it.
- 152) This is for your own protection; there are a number of criminal offences that these papers could you lead you into being accused of committing, such as
- a) Attempting to pervert the course of justice;
  - b) Perverting the course of Justice;
  - c) Witness intimidation.
- 153) If you are not already in custody, you could also be arrested and refused bail under the Bail Act.

### **Regulatory information**

- 154) It is my pleasure to make the following information available to you:
- 155) The name of our business is BWS.



- 156) We are a Partnership.
- 157) Our address is shown on the letterheading of this letter and these terms. It is the geographic address at which we are established and where you may contact us rapidly and communicated with directly. You can contact us by electronic means including telephone (07000 679000), email, [Law@worldwidewedd.com](mailto:Law@worldwidewedd.com) or text (07 802802 539).
- 158) We are registered in a trade register called the Law Society Roll, where our registration numbers are 125760 and 43446.
- 159) We are subject to an authorisation scheme in the UK operated by the Legal Aid Agency, which is the relevant competent authority. <http://www.legalservices.gov.uk/>
- 160) Our VAT identification number is 808480814.
- 161) We carry on a regulated profession, and we are registered with the Law Society as solicitors in the UK.
- 162) These are our general terms and conditions.
- 163) This contract is governed by English law.
- 164) The price of our service is not pre-determined by us by reference to the type of work that we do for you.
- 165) Where our service is provided to you under Legal Aid funding, the price of it is determined by the Legal Services Commission and the Ministry of Justice.
- a) Where our service is provided to you under Defendants Costs Order funding, the price of it is determined by the Ministry of Justice.
- b) Where our service is provided to you under non Legal Aid funding, the price of it is determined by the terms of this contract.
- 166) We provide legal services.
- 167) We hold professional liability insurance. Our insurer is approved by the Law Society and the territorial coverage is Europe. Our insurers change from time to time. Please ask me who our current insurers are.
- 168) We make this information available by telling you about it verbally when we meet, and by informing you in writing in these, our terms.
- 169) We are subject to a code of conduct and we are a member of a professional body that gives access to a non-judicial dispute resolution procedure, and you may contact the Law Society to get information about our service.
- 170) The Legal Complaints Service or the Office for Legal Complaints will take complaints about our service if you have any.
- 171) Our contact details where recipients can request information or make a complaint are shown on the letter heading of this letter and these terms, which is our official address.
- 172) We carry on a regulated profession, and we are subject to the professional rules applicable from the Law Society, which you can find on the Law Society website.

## **Terms of My Retainer**

- 173) “Retainer” is the word that solicitors use for the contract between a solicitor and client about what, (amongst other things), services a client can expect a solicitor to provide, and what a solicitor can actually do. There are general rules about what is, and is not, included in a solicitor’s retainer. Many things such as quality of advice, representation and confidentiality, etc are obvious and normal. Some things do need to be set out clearly. Past clients have asked me to do all the work urgently without their urgent cooperation in sorting out how I am to be paid for it; I now limit my retainer as follows -

- 174) Where you are not legally aided, and are paying my fees privately, unless and until my quoted fee has been paid in full with cleared funds, or unless you have asked me to do legal work for you, or I have actually done legal work for you (which includes all the possible advice or representation requested by you and given by me – see item 3 of this contract) (or unless I waive this condition, which I may do verbally or in writing)-
- 175) No contract or retainer exists between us; I am not under any professional duty to you whatsoever, it follows that I am not liable to you, in law in relation to this matter, in any jurisdiction, in the world, (either civil or criminal).
- a) ii) I am not bound to carry out any of your instructions, or to do or refrain from doing any act, or to accept service of, or safe keeping of, any document or thing; regardless of whatever damage may be done to the chances of a successful conclusion of the case as may result, or loss you may suffer or anything that may happen to your detriment.
- 176) Where you are applying for a Legal Aid Representation Order, then unless and until that Order is granted in full (or unless I waive this condition, which I may do verbally or in writing); having passed both the ‘Interests of Justice’ test and any the ‘Financial Eligibility’ criteria -
- 177) A private funding contract or retainer exists between us as set out in the terms of this letter and these terms; I am under a professional duty to you, it follows I am liable to you for the proper performance of this contract.
- a) ii) I am bound to carry out any of your instructions, or to do or refrain from doing any act, or to accept service of, or safe keeping of, any document or thing; regardless of whatever damage may be done to the chances a successful conclusion of the case as may result, or loss you may suffer or anything that may happen to your detriment.
- 178) I am not your solicitor in all matters. I am your solicitor in this matter for this period of time. This means that I will do all that is necessary to protect and advance your interests in this case for as long as it needs, but I will not act generally for you, unless you ask me to do so and agree to pay my legal fees for doing so.
- 179) It means that if you ask me to do something or give legal advice within this case for this time, then that is my duty and my pleasure. Should you ask me for advice or representation outside this case for this time, we will need to agree what I am doing and how and when you will pay me for it.
- 180) One example would be your doctor. You might go there to ask for medical advice about your foot and he would refer you to a consultant to deal with the treatment needed. You would not expect to ask that consultant for advice about your earache in the same meeting. He’s being paid to treat your foot. If you wanted medical advice about your earache, you would go back to your GP and ask him to refer you to an Ear Nose and Throat specialist.

### **The basis of our fees**

- 181) All figures in this contract are subject to the addition of value added tax at the prevailing rate and any other government taxes, charges, or duties.
- 182) Unless you have received in writing a different agreement or have the benefit of a Legal Services Commission Public Funding Certificate or Legal Aid Order, the basis for calculation of our fees is mainly by reference to the time spent by the partners and staff dealing with your matter, and by reference to any overall retainer.
- 183) This includes (but is not limited to) all of the following – meetings; the making and receiving of telephone calls; time travelling; time waiting; considering or preparing or working on papers; preparing for (before or after) court or other tribunal hearings; and dealing with all correspondence in and out.
- 184) We may agree a retainer payable from time to time, which may or may not be paid in relation to any one single case, or item of work done or to be done.

185) We charge the time of each partner, solicitor, and executive, at an hourly rate. Our hourly rates are set out below. These rates do not include disbursements, travel, or other reasonable expenses incurred in the work done for you, nor VAT or other government taxes, which we will add when a bill is prepared.

Partners	£360
Consultants	£360
Legal Executives	£250
Agents	£360
Counsel	To be agreed

- a) We charge for routine letters sent out by us at 6 minutes a page (one tenth of our hourly rate), telephone calls in 6-minute units and consideration of letters received at 3 minutes per page. We time our telephone calls.
  - b) We charge for long or detailed or complex letters or documents *sent* out by us that require longer consideration and preparation at our hourly rate, and we will detail in our account to you, the work done in relation to each.
  - c) We charge for long or detailed or complex letters or documents *received* that require longer consideration at our hourly rate, which we will detail accordingly.
- 186) We charge for considering emails received as if they are telephone calls, unless the content of the email is long or complex, in which case the charge would arise as time spent on the item, instead of the item rate.

### **Work done is still done**

- 187) You may not see us do all of the work that we do for you. Like all professionals, the work that we do for you we do face to face with you, and on paper, by phone and email, and by considering the information that you and other people send to us. This means that we may consider papers or do work on the file when you are not physically present with us. The work that you witness us do for you may be all of it but it is much more likely to be the tip of the iceberg, with the 'visible' work being a conclusion to and result of mental effort and input by you and us. You might not see it being done, but it is being done.
- 188) If you ask me to do lots of work for you, it will cost you lots of money. You may not remember every call that you make, or every email or letter that you send to me or someone else, but I do, and I record them all. You are not in charge of the calls and emails or letters that other people may send to me or require me to action, but they will happen nonetheless.
- 189) A phone call to a lawyer acting for you is not the same as a phone call to a mate or a family member. You may well want to chat to a mate about how much you dislike what is happening to you or in your case: that is quite understandable. If you choose to do so and your mate listens to you, then that's his affair. He or she will probably be quite sympathetic to you. He probably won't charge you for it. However, he or she is unlikely to be a qualified lawyer, unlikely to have the legal training and expertise that I bring to a case, and unlikely to have a full knowledge of the facts of both sides of the case and the likely outcomes that may be possible. That's why that call is free.
- 190) A call to a lawyer is not the same thing. By all means call me at any reasonable hour or day. Please think carefully about the purpose of your call. If it's legal call me: if its sympathy, call your mate. Please consider carefully if you want to call me to chat to me generally as you would to a mate or a family member because that's not my job. I will always listen carefully and attentively to what to want to say to me, but I am listening as your lawyer, not as a

counsellor or a sympathetic family member. You may well want to get things off your chest, which would be quite understandable. However, if that's what you want, choose to call your mate or family, or choose to pay me.

- 191) This means that unlike your mate, I will take notes of what we say. I will give legal advice and seek decisions from you. I will record what we agree upon. I will act on those decisions once made, and I will hope that you will do so too. The relationship is different. If you want to chat, I will listen but I will also charge you to do so. My time is money. Your mate comes for free.
- 192) I am selling my time: your mate is giving his time away. Thus, a dozen phone calls to me about your case lasting a total of an hour will get you a bill of one hours work.
- 193) I promise to keep you informed from time to time as set out in these terms. It's my pleasure to keep my clients happy and informed of progress in their case, as well as my professional duty. If you choose to ask me more often than that what is happening, then I will charge you for that news. That applies even though I might only be saying 'the same as last week, still no progress made'. I understand your anxieties about your case, but if you ask me a question once I will charge you only once for answering it. If you ask me the same question five more times, your legal bill will be five times higher and you will still have the same one piece of information. It's your choice.
- 194) Contrariwise, I will not tell you something five times when I need only tell you once, just to make my bill five times higher.
- 195) We make clear and detailed notes of conversations that we have with all parties so that there is a full record of what was done and said, decided and agreed. When we make those notes, it is part of the overall work that we are doing for you, and we charge for doing it. We always list the work that we do for you and show you clearly, what was done, when, how long it took, and how much it cost. Our file always records that information for examination by you, anyone you employ to check on our work, and any court or arbitrator.
- 196) I generally allocate my time so that about one half to one third of the time that I spend doing a thing I spend recording the doing of it. This means that if I spend an hour on the telephone with you or someone else on your case, I will spend and record about 20-30 minutes thereafter in addition to the work, recording that time. You are liable to pay for that.
- 197) There will often – usually - be more things to do for either you or me after a phone call or email too. The call or email or letter will generate more work, not reduce it. Please therefore think about the need for you to communicate with me – you're paying.

## **Pools Agreement**

- 198) The following may or may not apply to you. In view of your circumstances we realise that it will be extremely difficult for you to pay these fees. Obviously while you are in custody we realise there is no chance at all that you will be able to make a payment. In these circumstances we may be willing to deal with you on the basis of what is called a 'Football Pools Agreement'.
- 199) Such an agreement envisages that you will agree to pay us as and when you can within the next six years; but we will (at our absolute unfettered discretion) agree not to ENFORCE payment against you by unless you come into an unexpectedly large sum of money (such as a lottery or football pools win or a bequest from a relative) of not less than £5,000 within the next six years. If you and we agree to the 'Pools Agreement', there will be a note on our working file and confirmation to you. If you and we agree to the 'Pools Agreement', and we are successful or partly successful in obtaining an acquittal for you - that is a verdict of 'not guilty' - then we are entitled to claim the legal costs that you have agreed to pay us out of Central Funds.

- 200) This is an entirely legitimate way of obtaining your legal costs from the State, but you will realise that it covers only those charges that we successfully defend. You will also realise that most of the legal work that we do for you is done in relation to the defended matters rather than those matters that you have admitted. This form of agreement has been specifically approved by the High Court.
- 201) It is not a 'No Win; No Fee' agreement because liability between us does not depend on success or failure. Such agreements are permitted in civil cases but are contrary to public policy in criminal matters, and we don't do them. In effect what we are doing is promising you that we will not ENFORCE our right to be paid by you unless and until you receive an unexpected £5,000 or more from whatever source. You must promise to let us know if you receive such a sum.
- 202) The Pools Agreement lasts for six years. If you have not received the windfall payment by the end of that period then we may agree never to enforce it.

## Preparation

- 203) Much of the work I do for you is covered by the catchall phrase, 'preparation'. Allow me to explain why time is recorded for preparation on my spreadsheet, when all you experience or remember is a telephone call. Preparation, in plain English, means to make or get ready for something. In legal terms, it includes work done before, during, or after an attendance on a client. It is not limited to 'getting ready'; it can mean 'debriefing' or 'noting up afterwards'. A painter finishes the job by taking down his stepladder, sweeping up all his mess, and taking all away in his van. It's all part of the job.
- 204) We note times on our spreadsheet for preparing, in relation to each telephone call that we make. The time records are the time that we spend after each call making our notes of the call just concluded. There may be a series of phone calls lasting for some time, in which we may cover much ground in detailed discussion and advice. We want to ensure that we make a clear note of what you said what to us.
- 205) If a series of phone calls lasts overall for an hour, then we may at our discretion call that 'one hour's work by telephone' as opposed to fifteen individual phone calls. It depends on what is achieved in that hour. The sequence of calls may include speaking to three or four other people to advance your case. Negotiations can take place using different methods and media. A phone call will often lead to an email or a letter and vice versa.
- 206) The Law Society advises us that we must make full and detailed notes of conversations that we have with people, especially clients. This is so that we have a note of what was said, what instructions we receive, what advice we give, and who agrees or needs to do what thereafter.
- 207) If we don't make those notes, then we could be held negligent. If we agree that you will do something and you don't, then we have our record that we expected that you were going to do something. It's our mutual insurance policy. We make notes of the work that we do in case there is a dispute about who said what, or who agreed to do whatever. It may be helpful if you too make notes of what was agreed, and who said what, or who agreed to do whatever.
- 208) Another reason why we make notes is to ensure that if a court has to decide on our work or its value, or your liability to pay for it, then we have evidence of what we did to show it. We are not motor engineers or bricklayers, and we can't, after all, take to court a worn wheel bearing that needed replacement, or pictures of a wall that we have built. Intellectual property is invisible.
- 209) Our notes of time spent are not the same as making a quote for work. We make no charge at all for time in creating and preparing most of this document – our client care letter and terms of business, for example. It is an overhead of my business, just like the cost of the calls that I

pay to BT. The detailed section dealing with your personal matters on page one is bespoke to you and we do sometimes charge for that. I am required by the Law Society to send you this document.

- 210) Sometimes we may charge you for getting ready to make a phone call, because a detailed phone call (to you; or maybe to your opponent) needs planning and preparation to make sure that it is effective.
- 211) We don't charge for phone calls that don't really advance the case. A phone call that says, 'call me back' does not achieve anything much, it does not advance the case, so we don't charge for it – or make them.
- 212) We do not charge for any legal research, because we are lawyers, and we are expected to know our subject matter. We can only charge for legal research if we tell you so in advance and if the case concerns novel or complex law.
- 213) If we make a telephone call, post a letter, or send an email we do not charge for the actual cost of transmission – the charge arises from the value that we add to your case by receiving instructions and giving advice.

### **Place and time of work and other fee related matters**

- 214) Where your instructions require that interviews take place or we do other work outside our normal office hours, we reserve the right to increase the level of the hourly rate.
- 215) We review our hourly rates annually with effect from 1 January each year. We will tell you of any revision of rates occurring during your matter before it comes into effect. We reserve the right to terminate the retainer unless revised rates are agreed. You may do likewise.
- 216) In certain transactions, for example, transactions involving a substantial amount of money or benefit to you, we may calculate our fees both by reference to the time spent, and by reference to a value element based on the amount of money, and or the value of the financial benefit to you.
- 217) Drafts – if, on your behalf, we have drafted documents and you subsequently choose not to proceed with your instructions, we will charge for the time spent drafting the documents. This sum will be calculated by reference to the time spent but will not exceed the sum of any fixed fee quoted for the work.
- 218) Disbursements - where certain payments have to be made on your behalf such as Court fees, Counsel's fees, prosecution costs, fees for expert or medical reports, fees for searches, fees for the Land Registry or for registering documents, you will be asked to put us in funds to pay them in advance. Any delay on your behalf may slow down or end your matter. We will do our best to anticipate and advise you of any likely disbursements before they occur.
- 219) Travel expenses – if we are expected, or you ask us, to travel to any place to meet, give advice, or represent you, you agree that all travel that we may undertake on your behalf will be in first or business class when using public transport, with suitably appropriate hotel or other accommodation en route. We will provide receipts to justify expenses claims, if you request them.
- 220) Cancelled appointments – if you fail to keep an appointment with without giving us 24 hours notice of cancelling it, you will pay us £360 plus vat, which the cost of one hour of our lawyers time. If we cancel an appointment without giving you 24 hours' notice, then we will pay you £10 plus one saver return fare on Brighton Buses (currently £4.80).

### **Estimates**

- 221) We are pleased to estimate figures for our fees and expenses when asked to do so. Unless otherwise expressly agreed by us in writing, you should not regard estimates as fixed price commitments of fees. They are our best estimate of the likely costs to you of doing the work that you have instructed us to do. Please ask me for an estimate of my likely costs and expenses. If I do not hear from you, then I may assume that the remaining sections of these terms are acceptable to you.
- 222) In litigation, many aspects of our work for you are outside our control (such as actions or events initiated by others, to which we have to respond on your behalf; and such as reactions and responses by others generated by actions that you take or instruct us to take for you). We can sometimes guess how much the costs of others may be, but what your opponent chooses to do or to pay for is up to them.
- 223) Any estimate for our fees can only be based on the information that you provide. If you say that there are ten pages of papers to read and there are in fact 50 pages, the estimate cannot stand. If our estimate is for one 1 hour meeting, one letter, and two telephone calls and in fact, it's twenty calls, five letters, and three meetings, then the estimate cannot stand.
- 224) You should also note that when I ask you to pay fees up front, they come in three parts – work already done; work to be done; and provision (what builders call contingency).
- 225) Work already done is the work that I have done up to the point when I ask you to pay me for work I have done. This I will identify for you so that you can see what I have done. You may well have been part of it as I did it so you can recognise what I list as done. This is work for which you already owe me fees.
- a) Work to be done is the work that I advise you, is extremely likely to be needed in the immediately foreseeable future. For example, if I write a five page letter, the opposition is likely to reply with a five page letter, so I can estimate fairly accurately what I will need to do when it arrives – consider it, formulate my advice to you, advise you, receive your instructions and act upon them.
- b) Provision is a sum of between 20-100% on top of those two items. It is for the unexpected events. Maybe my five-page letter will provoke a much longer reply; maybe the other side will take an unexpected course of action. Provision is for the unknown possibilities that are outside your control or mine.
- 226) If the past cost is £5,000, and the work to be done is £6,000, then the provision could be £2,200 (i.e. £5,000 + £6,000 = £11,000 x 20%). I would ask you for £13,200. As with any estimate, the work might be more or less. If it is more, then I will ask you for more costs. If it turns out to be less, then you get some of your money back. All money paid to me ahead of work being done is paid into and held in our client account.
- 227) If you wish, we can agree a fee ceiling so when that when we reach that ceiling we shall refer to you before undertaking any further work on your behalf. Please let me know.
- 228) Abandoned Work - unless otherwise agreed in writing, fees are payable whether or not your matter is successfully concluded. Should any matter fail to proceed to completion or we do not complete the work you have instructed us to do, a charge will be made having regard to the amount of work done together with VAT and any disbursements incurred. This charge will be calculated by reference to the time spent but will not exceed the sum of any fixed fee quoted for the work.
- 229) We may not and do not perform legal work in criminal proceedings under any form of conditional fee agreement.
- 230) We do not share our fees with any charity.

## Payment of fees

231) Billed fees – office account

232) For work that I have done for you for which I have rendered you an invoice, your payment will go straight into my office account, and it becomes my money on the day of receipt.

233) You can pay me by these free methods – cheque from your account; direct bank transfer from your account, cash up to £500. Example - if you are paying me £1,000 for my fees plus vat £200, then fees and vat total £1,200; the total amount leaving your account would be £1,200. I get a grand, the Government gets £200, and the bank gets £0 to handle it.

234) You can pay by these non-free methods – credit or debit card via my Izettle account – to which I add my banks handling fee of 2% on top of the gross total amount you pay. Example - if you are paying me £1,000 plus vat £200, fees and vat total £1,200; the total amount leaving your account would then be £1,224. I get a grand, the Government gets £200, and the bank gets £24 to handle it.

235) Future costs – client account

236) When I have given you an estimate of fees and when you have agreed to deposit money for future work – thank you. That money will come to me into my client account, where it's your money and where it remains your money. It's a deposit account, sometimes called an escrow account. Your money is always protected. I can't touch it without your permission or a court order or a bill from me.

237) When the time comes for me to bill my work, your money sitting in my client account becomes my money, I move it from client account to office account, and I send you a receipted invoice.

238) You can pay money for future fees by these free methods – cheque from your account; direct bank transfer from your account, cash up to £500. If you are paying me £1,000 plus vat £200, fees and vat total £1,200; the total amount leaving your account would be £1,200. I get a grand, the Government gets £200, and the bank gets £0 to handle it.

239) You can pay money for future fees by these non-free methods – credit or debit card via my Izettle account – to which I add my banks handling fee of 2% on top of the gross total amount you pay. If you are paying me £1,000 plus vat £200, fees and vat total £1,200; the total amount leaving your account would then be £1,224. I get a grand, the Government gets £200, and the bank gets £24 to handle it.

240) I need to make quite clear that an estimate for work that you may ask me to do for you is not the same as doing the work.

a) If you ask me how much some work will cost, then I will tell you, and you can choose if you want me to do that work. If you actually start by asking me to give you advice, then that is not a request for an estimate - that's work. What I provide is legal advice and representation, and many people confuse the two things, which are different.

b) If what you want is an idea of how much it will cost, then please start the conversation in that way. I will then not give you advice, but I will tell you how much it will cost you for the advice, so that we both agree in advance what I am doing and what you are paying.

c) If your contact to me starts by asking for the actual advice, and not the cost of the advice, then I shall know that you have read these terms and all of its terms and I shall know that you are agreeing to pay for the advice for which you are asking. It avoids any difficulties or misunderstandings later on.

## **How costs can rise without you being in control of them**



- 241) Please note that unlike Newton's Laws, every action in law does not necessarily have an equal and opposite reaction. We may advise you that, in reaction to something that you do, your opponent may do or not do another thing. We would offer that advice based on our knowledge of the law and the likely thing that the other side might do. However, we cannot and do not control what the other side actually does.
- 242) An example would be – you instruct us to send a letter, and you expect the other side to reply with one letter. That would be an equal and opposite reaction. It might be the logical reaction. It might be the lawful reaction.
- 243) However, in fact, the other side responds with an injunction or with heavy-handed court process instead of five letters, four emails and three telephone calls. You and we cannot control what they do. Your cheap and simple letter may provoke a noisy and expensive reaction. It might provoke no reply at all. Who knows?
- 244) Furthermore, there is no requirement for the other side to comply with the law. They might fight dirty, and if they do, the only recourse for you might be to take them to court to enforce your rights and their obligations.
- 245) Please consider whether the potential outcomes of your legal case justify the expense or risk involved to you, including the risk of you having to pay your opponent's costs.

### **Arrangement for payment of fees**

- 246) When a person instructs a solicitor, of course they are contracting with the solicitor for legal services in exchange for payment.
- 247) It is good business practice for us to ask clients to make payments to us in advance of doing any work, because of costs and disbursements to be incurred. We hold any payments made under this arrangement on our Client Account until we raise the bill relating to those costs.
- 248) We always ask for some payment in advance of costs being incurred. That amount depends on the type of case, and the degree of anticipated complexity. A typical amount to pay in advance is between £1,200 plus vat and £6,000 plus vat. Request for payment up front of any sum does not indicate that that's all of it – that that payment is the whole of what is or may be required. Payment by you up front of any sum does not indicate that that's it – that that payment is the whole of what is or may be required.
- 249) We will treat any money that you pay to us under this section of our terms via bank transfer in the same way as a payment by cash or cheque.
- 250) We will always require payment of Counsel's fees before any step or hearing in which we are to instruct Counsel. To avoid any delay in the progress of your case, you should make such payments immediately upon request. We will discuss and agree with you before instructing counsel the factual and financial basis upon which we instruct them.
- 251) Some legal expenses insurance and other policies, and trade unions or professional associations can provide indemnity for costs awarded against a person or cover to pay their legal costs. You should check your insurance or other cover in this respect. If you believe that you have cover under such policies, please let us know before you ask us to do any work.
- 252) We will need to check with the third party concerned that they will pay your costs for you, or indemnify you, and that they will instruct us to act on your behalf. If any differences arise between you and your insurer or trade union or professional association, they are to be resolved by you not us. We will supply all reasonable information to the third party in order to assist your claim for indemnity. Be aware that, until payment from a 3<sup>rd</sup> party is confirmed and in place, you are personally liable for our fees in full.

- 253) We will always require payment of any expert's fees before taking any step or hearing in which an expert is to be instructed. To avoid any delay in the progress of your case, you should make such payments immediately upon request.
- 254) We may send you interim bills at regular intervals for the work carried out during the conduct of the matter. Generally, bills will be rendered quarterly enabling you to budget for costs as the matter progresses.
- 255) At the end of your matter, we will send you a final bill covering all work unbilled to date.
- 256) When we have sent you a bill, whether it is "interim" or "final" and we are holding money not designated for any other purpose on your behalf in our Client Account, these monies will be transferred from our Client Account to our Office Account, as payment of our bill, within 14 days of the bill date. At that point, the money ceases to be 'your money held by us' and becomes our money.
- 257) If you have any query about the bill, you should contact us as soon as you receive it. We may be able to resolve any disagreement or explain any item very quickly if you contact us sooner rather than later. You will be able to remember better what was done too.
- 258) We will be very happy to give a quote for the legal work involved in your case, and to discuss payment terms. For example, we do not always insist on full payment up front, but can accept staged payments.
- 259) We accept payment by cash; cheque; electronic payments direct to our bank; or standing order. Please contact us to discuss how you would prefer to pay our fees.

### **What I can do for you**

- 260) All (criminal practitioner) solicitors are governed by, (amongst other things), the following sets of rules -
- a) The Solicitors Conduct Rules,
  - b) The Solicitors Accounts Rules,
  - c) The Criminal Procedure Rules,
  - d) The General Criminal Contract of the Legal service Commission, (in Legally Aided Cases),
  - e) The inherent jurisdiction of the High Court, including case law.
- 261) They are long and detailed, they are available for public inspection should you wish to do so. In brief they impose on me, a duty -
- a) To see the case is dealt with justly;
  - b) To the proper efficient and expeditious conduct of a case;
  - c) To act in your best interests at all time;
  - d) To follow your lawful proper instructions;
  - e) To deal with your case in a professional manner;
  - f) To keep your matters confidential

### **What I will use my reasonable endeavours to do -**

- 262) I can represent you at the police station. I will protect your legal rights; I will ensure that you are well looked after. I can advise and represent you to protect your interests. I can argue with the police about them charging you if they have sufficient evidence. I can argue with the

police for you to have bail wherever possible, and generally be your man outside the cell looking after your interests.

- 263) If you are charged, using my skills and experience I will properly prepare your matter. I will make sure you have the opportunity to put your defence forward. I will test the prosecution's decisions and evidence for legal flaws; and their witness's version of events for evasions, errors, or lies. I will also do my best to ensure that the court out of a desire for speed does not push on regardless of the considerations of justice.
- 264) I will try to locate any witnesses you may have, (but please see below). I will obtain proofs of evidence from them and try to ensure they attend court. I will keep your matter under constant review for strengths and weaknesses in both your case, and the case for the prosecution, and deal with them appropriately. I will ensure that I only advise you to plead guilty when; or are convicted when; there is properly obtained, clear compelling evidence of your guilt, which is legally admissible before a competent court.
- 265) I will not act against your interest or in a situation where your interests conflict with another client of mine, or my own interests.
- 266) I will obtain from the prosecution details of their case against you. I will send you copies of that evidence for your own perusal, (unless you instruct me otherwise). That prosecution information is rarely available before the morning of the first hearing. When I have that information, I will study it carefully and then go through it with you. We will then decide what steps to take next.

### **What I cannot do for you - generally**

- 267) I do not have pre-emptive control over the police and courts. I cannot stop the police arresting you if they want to. I cannot stop them charging you if they wish. No solicitor has any control over the time the court calls your case on. I can only ask the court to call your case as soon as is convenient to you.
- 268) From time to time as mentioned above a conflict of interest can arise between you and one of my existing clients. In such situations I must stop acting for you as soon as I become aware of it.
- 269) I cannot lie on your behalf. I cannot tell the police, the court, or anyone else lies. I cannot stand by while to my knowledge; you lie to any of the above, and I would stop representing you. If you understand any of the advice I give you to be advice to lie, you are wrong, and should tell me immediately that is what you have understood me to mean.
- 270) I can't make other people do what you would like them to do. I can't make them work more slowly or faster. They will do what they will and how they will, and I can't influence that.
- 271) I will not break the law, and I will not represent you if you ask me to break the law for you.

### **What I cannot do for you – specifically on mobile phones from custody establishments**

- 272) Some defendants are remanded in custody or sentenced to imprisonment. There are tight regulations on access from prisons to the outside world, which include methods of communicating. If you are remanded or sentenced, you will be allowed to ring me on official prison provided telephones, but not otherwise.
- 273) I will take calls from you if you are in prison if the call comes on a landline. Please be aware that if you choose to use this method of communication, the phone call will be monitored and

possibly recorded. Anything said by either side to a prison call can be used in evidence against the parties in the call.

- 274) If I know that you are remanded or sentenced and in prison, and you call me from an unknown or withheld or mobile number, I will terminate the call as soon as I realise who is calling me. Please therefore excuse me if I ask you where you are and what number you are calling me from.
- 275) Making a call on an unauthorised telephone from inside a custody establishment is a criminal offence – for the person making the call, and for the person taking the call. Your affairs are confidential between us, and no one can make me break my duty to you of confidentiality. However, please be aware that I may need to break confidentiality of my own volition if I know or suspect or believe that a call is coming to me from an unauthorised phone in a custody establishment.
- 276) I would also expect to terminate my retainer for you. I cannot be put in a position where taking a phone call from anyone causes me to commit a crime.
- 277) Should you be held in custody please only use authorised telephones to ring me. Please consider whether the dubious benefit of making a call to me on an unauthorised phone is worth breaking our friendship. You would gain a call and lose a lawyer.

### **What you must do for yourself**

- 278) The quality of the advice I give, and representation I provide, can only be as good as the quality of the instructions I receive.
- 279) I am not psychic. If there is something you think I might need to know, you must tell me. I cannot help you without your active cooperation and positive assistance. If you fail to -
- a) Cooperate with me and be proactive about applying for Legal Aid;
  - b) Tell me if you have moved address;
  - c) Tell me if you have changed (or even give me), your telephone number;
  - d) Tell me if you have changed (or even give me), your email address;
  - e) Attend appointments;
  - f) To respond to letters and telephone calls;
  - g) Provide me with names and contact details for potential defence witnesses who are known to you.
- 280) Then the only person who will suffer any detriment is you.

### **Witnesses**

- 281) I will need as much information as you can give about potential defence witnesses to what has happened. If you know how to contact them, you must as early on as possible -
- a) Help in getting them to come and see me;
  - b) Contact them, and ask them to contact me as soon as possible, (even if you have already given me their contact details).
- 282) No solicitor has the time or resources, to try and find (to use two fictionalised examples of the kind of information I have been given to identify witnesses); “The Boy Smith from Hassocks”, or “Fat Greg”! I can only use my reasonable endeavours to trace such witnesses. If you know the witness even slightly, you must use that knowledge to contact them, and get either their full details, or ask them to contact me.

- 283) Some clients, who have previous experience of the Criminal Justice system, still think they can ignore the matter. They think they can simply turn up for their court appearances, and ‘Their solicitor will deal with it all’. This is no longer the case. Government policy over the last 10 years has been to be much more proactive with case management. Timetables are fixed early in the case, and need to be observed.
- 284) Turning up on the morning of your trial, with a friend who wants to give evidence; or turning up with a telephone number, or nickname of a potential witness; will be most unlikely to cause the case to be adjourned. The court will probably decide to go ahead anyway, whatever arguments I may use.
- 285) As part of retaining my services you agree to take a proactive part in the preparation of your case, and to accept the consequences if you do not.

### **Confidentiality**

- 286) The duty of confidentiality is to keep everything about your case confidential. Any instructions you give me, and advice I give you is covered by legal privilege. However there are exceptions -
- 287) The Criminal Procedure Rules require that the court can ask me to complete a “Certificate of Readiness” to confirm various things like, *‘have you have been in regular contact with me?’ ‘Is the defence ready for trial?’ ‘Has a defence statement been prepared?’* Each of these questions asks me to reveal something about the conduct of your case, but it does not reveal any instructions you have given me, or advice I have given you, merely the state reached in proceedings and why.
- 288) I can be asked to confirm that you have been advised that any trial can go ahead in your absence, and that you have been advised about credit for a guilty plea. Both do require your permission to disclose privileged communications between solicitor and client. I advise you to consent to that disclosure, and you authorise this by instructing me.
- 289) If during instructions to me you make a credible serious statement, about an imminent serious physical assault on someone, then I have a duty to inform the police.
- 290) I am under a duty to comply with all court orders, if the court orders me (for example) to disclose the names and addresses of defence witnesses, then I must do it, or stop acting for you if you will not cooperate.
- 291) I am professionally and legally obliged to keep your affairs confidential. However, a solicitor may be required by statute to make a disclosure to the Serious Organized Crime Agency where it knows or suspects that a transaction may involve money laundering or terrorist financing. If I make a disclosure in relation to your matter, I may not be able to tell you that a disclosure has been made. I may have to stop working on your matter for a period and may not be able to tell you why.

### **Costs and Compensation you could be ordered to pay**

- 292) You may have to pay costs to the prosecution and compensation to a victim if you are convicted.
- 293) Prosecution Costs

- a) Whether you are a private paying client, or legally aided one; if you are found guilty (or on exceptional occasions even if you are found not guilty); you may be ordered to pay all or part of the prosecutions costs. Generally the more hearings there are and the more complex the case the higher they are.
- 294) Compensation / Confiscation
- a) Increasingly the courts are looking to recover from admitted/convicted criminals, the proceeds of their crimes. Completely separate from any question of fines, costs, or compensation for the victim(s); the prosecution could ask for large sums of money from you.
- 295) Proceeds of Crime Act
- a) You should be aware that, if for example if you have admitted/been convicted of an offence showing a continuing criminal “trade” such as drug dealing, or systematic handling of stolen goods, then the prosecution can make estimates of how much money they believe you have made from criminal activity. It can then ask the court to order you to repay it under threat of a prison sentence. They are not even obliged to tell you that they propose to make such an application until they do it.
- b) The law allows the prosecution to ask make very draconian assumptions such as any money or assets, which you cannot prove you, obtained legally are deemed to be illegal. It is for you to prove that they were acquired legally.
- c) I can represent you and advise you in relation to this if necessary.
- 296) Victim Impact surcharge tax
- a) This is a government tax on people who are convicted. If you plead guilty or are found guilty, you will have to pay this tax on top of whatever other money you have to pay. Ask your MP what it goes towards.

### **Your Property or Money**

- 297) For a variety of professional/legal/ insurance reasons I will not be able to -
- a) Physically collect property from you or from the police, take custody of/store any property on your behalf, accept any property from friends or relatives for passing on to you. I am not insured to do so; and if you are in custody, police and prison rules prevent it.
- b) In any way accept, transmit, keep in my accounts, any money of whatever amount or kind, for any purpose including money for the support of bail applications, or for safekeeping. I am not a bank.
- c) Under rule 2 of the Solicitors Code of Conduct 2007, I will refuse to conduct any of the above activities.
- d) Further under rule 16 of the Solicitors Accounts Rules (or any successor rule), if you put me in a position of holding money for you, by for example sending me money without informing me first, (or asking anyone else to do so), on your behalf, you will be deemed by receipt of these conditions to have given me authority to store such funds in my safe until

I return them to the person who I can best ascertain is the person who sent me the money. (In the absence of clear written identification by them of their identity and whereabouts I will not be liable to anyone for misidentifying them and sending the money to the wrong person).

- e) I will not pay interest on any such sums, or property or be held liable for any financial loss / damage to property howsoever caused.
- f) If after 6 months of receipt I have not been able to ascertain the proper place to send them then I will take advice from the Law Society/Solicitors Regulation Authority; and if the police are not interested in the provenance of the money, (and they will be informed of its existence) then I reserve the right, without further liability, to the owner to donate it to the registered charity of my choice.
- g) The above does not apply to any money supplied by you in payment of a properly raised invoice for my fees, which by this letter will be deemed to be 'Office' monies.

## **Public funding**

- 298) We will advise you as to whether you are eligible to apply for the grant of public funding (previously known as Legal Aid).
- 299) If you are eligible for Legal Aid, you have a duty to disclose immediately to us any change in financial circumstances or change of address.
- 300) If the Legal Services Commission revokes your Public Funding Certificate, for whatever reason, you will become directly liable to us for all costs and disbursements incurred by us during the continuation of the certificate and at the fee rates contained in these Terms and Conditions of Business.
- 301) Public Funding cover commences on the date of the Certificate and not before and relates only to work necessary under the terms of the Certificate. This means that if you wish work to be carried out before the date of the Public Funding Certificate or after the date of discharge of the Certificate or outside the terms of the Certificate, this will be your private responsibility to us in accordance with the terms of this document.

## **Legal Aid**

- 302) Legal Aid Starts on the day it starts and not before. If it's granted on Tuesday then work you ask from me on Monday is your liability. You have to pay for Mondays work even though from Tuesday it is free or cheap.
- 303) Different funding rules apply to different stages of each case.
- 304) At the Police Station – all Police Station work (including travel to and from a police station, and any telephone calls made which are immediately connected with that visit to that police station) is free to you unless you agree to pay us.
  - a) At any place, which is not a Police Station – none of our work is free to you. You have to pay for it all.
  - b) Between Police Station and Police Station (for example, when you are bailed to return for more police enquiries) – if you pass a simple means test (benefit level income) you do not pay for our work between times. If you do not pass the means test, then you have to pay for any work that you ask us to do between times.
  - c) Between Police Station and Police Station (for example, when you are bailed to return for more police enquiries) – if you fail that means test you have to choose – if you pay us privately

for our work between times we will do as you ask; if you do not or cannot afford to, we will not do anything.

- d) Between Police Station and first court hearing – if your case is serious enough for the government to fund it, and you pass the means test, then Legal Aid may apply and you will not have to pay anything for our work.
  - e) While a court case goes on if your case is serious enough for the government to fund it, and you pass the means test, then Legal Aid may apply and you will not have to pay anything for our work.
  - f) While a court case goes on – Legal Aid refused – if you pay us privately for our work between times we will do as you ask; if you do not pay us, or you cannot afford to, we will not do anything.
- 305) You may still have to pay costs to the prosecution if you are convicted.
- 306) If your case is dealt with in the Crown Court and you are convicted, you may have to pay some or all of your own costs under a Recovery of Defendants Costs Order. We will explain that if it appears that it may apply to you.
- 307) If you are convicted you have to pay the Victim Impact Surcharge Tax.
- 308) We are happy to comply with Law Society rules to inform you of the existence of Legal Aid and the possibility that you may apply for it. This does not mean or imply that we will accept instructions to deal with any case, which is legally aided. Many lawyers will accept instructions to deal with any legally aided case. We will tell you where you can find a list of those who do, on request.
- 309) Legal Aid is never available to limited companies, or partnerships.
- 310) Legal Aid is only available to criminal proceedings in the Magistrates Court or the Crown Court. It is not available in Traffic Commissioner Proceedings or investigations.
- 311) If you want to apply for Legal Aid or you believe that you may be eligible to apply for it, please let us know. You will have to complete some court-issued forms and you will have to prove your means and finances to the court. If you think that you may be eligible, apply sooner rather than later. It only runs from the day on which it is granted, and not before.
- 312) Until you complete the forms and until you are told in writing that you have Legal Aid, you don't have it, and you remain personally responsible for your legal fees and costs.

### Legal Aid Means test

- 313) The means test operates so that if you have a disposable income of more than about £21,000 pa, you are not entitled to Legal Aid and you must decide – pay a lawyer to do your legal work for you, or do it yourself.
- 314) We will help you complete the merits part of the Legal Aid forms. We do not have anything at all do to with the means part of the form. This is because you have to sign a declaration of truth on the application form, and so it has to be your information on the application form.
- 315) It is possible that the Legal Aid office will ask you some questions about the information that you have put on your means assessment form. We regret that in accordance with Law Society policy, we cannot help you with answering those questions. You can get help with completing the means forms and help with any further enquiries from either the court Legal Aid officer, or the Legal Services Commission at your local office (in Brighton, it is in Trafalgar Place just down the hill from the railway station), from your MP, or from the CAB.
- 316) Delay in completing either part of the form will hurt your case. We will not delay completing the merits part of the form, and you should not delay dealing with the means form or any resulting enquiries.
- 317) We will start Legal Aid work on the day we are told that Legal Aid has been granted and not before. We will start privately funded work on the day that you put us in funds and not before.



## **Government Funding For Advice, Assistance, and Representation - Legal Aid**

- 318) In certain circumstances the Government will pay for legal representation for criminal matters. In order to qualify for it you must cooperate, in completing forms, or providing financial evidence. Without this, you will not be eligible for help.
- 319) Legal Aid is for your benefit; if you will not complete or return forms to me or the court, (with full supporting documentation when requested), in good time, then I will not spend a lot of time and effort chasing you.
- 320) Where I have supplied Legal Aid forms for you to complete, or I have asked you for any financial evidence to support your application for Legal Aid please return it or send it on in the envelope I supply. I may help you complete Legal Aid forms. If I do so, I remind you that you are responsible for its accuracy, not me. I am writing down what you tell me. Whatever you have written on the form or whatever you tell me to write on the form for you is information from you, which treat as the truth.
- 321) Means tests apply to all public funding. You must cooperate with the means tests forms, officials, and offices in order to get Legal Aid granted. If you do, Legal Aid will be granted. If you don't, you have to pay for the legal work yourself. Cooperation with the Legal Aid authorities is an ongoing obligation. Please see and read and understand and agree the terms set out by the government on the last pages of the Legal Aid forms you have signed.
- 322) You may receive requests from the Courts Service or the Legal Aid Agency (LAA) for more information before they can complete their means assessment. It is important that you respond to these requests immediately and in writing. Consider using recorded delivery post.
- 323) If you have difficulty understanding the request you should get back to the Courts Service or LAA and ask them for clarification. It's their system and their rules and their forms.
- 324) If they have given you a telephone number or email address then you may want to use that. Failure to get back to them straight away could result in their calculating a contribution from you that is much too high or even refusing you legal aid on the basis of an assumed income. They may make a mistake and think that you are richer than you actually are.
- 325) You should keep a full record of your contact with the Courts Service/LAA, even if you attempt to get through to them and fail. Keep copies of everything that you receive and everything that you send. Keep a note of the name and telephone number and post of everyone to whom you speak. Keep a note of the day, date, time that you contact them, and a note of what both sides say.
- 326) The calculation of any contribution is a matter between you and the Courts Service/LAA. As it is a purely factual enquiry it is not something with which I can assist you. You should cooperate with those offices no matter how much you feel that they are being over demanding.
- 327) If you do get to the stage that you find their requests impossible to cope with I would strongly suggest that you make an appointment to visit your MP to discuss this as it is something that your MP will have voted on and possibly brought into force.
- 328) Work that I do under a legal aid order is not the same as work that I do getting it for you. If you have Legal Aid then I am working for you for free or for very low contributions. If I am working with you at your request towards getting you Legal Aid then by definition you are not covered under it and you have to pay for me to help you get it. This is because the forms (although lengthy and demanding) are actually quite simple and you will be able to fill them in.
- 329) If you want to hire me to help you fill them in then I will charge you for that at my private client rate you have seen above. Doing the work under Legal Aid is not the same as doing

work designed and intended to get you Legal Aid. We might do a lot of work together and not get it granted eventually

### Police Station

- a) All help I provide at the police station is government funded to start with. You will not be charged for it unless you choose to pay for it.
  - b) There are limits on the amount of work that the government will pay for. Some clients wish to have the utmost reassurance of continuing care and attendance while dealing with a stressful and anxious time.
  - c) You may wish to receive an enhanced professional service, dealing with
- 330) All aspects of your first detention;
- a) Contact (where permitted by law) with family and friends;
  - b) Handling the media (do you want the red top press reporting on your arrest and your life with no balance?);
  - c) The police professionals throughout the investigation stage and during any bail periods;
  - d) Renegotiating bail conditions;
  - e) Negotiating bail dates to suit you not the police.
- 331) If you do, please let me know. The government will not pay for that, so you may choose to pay for it yourself.

### Magistrates Court

- a) As the first part of the application process for Legal Aid, you have to have your means and ability to pay assessed.
- b) Legal aid in the Magistrates Court is either granted or refused. If it's granted, then you don't have to pay anything towards it. If it's refused then you have choose between funding you case privately, and doing the case yourself.

You will **not** have to pay towards the costs of your case if -

- c) You are under 18 when you make your application,
- d) Or
- e) If you receive any of the following benefits-
  - i) Income Support, Income-based Jobseeker's Allowance, Guaranteed State Pension Credit, Income Related Employment, and Support Allowance.
  - ii) Otherwise -
  - iii) The court will assess your income, and if it is below certain limits (about £21,000 disposable income in 2010), and you have proved it, then you will be granted Legal Aid.

### Crown Court

- f) **If your case is in the Crown Court, then you must read and understand and decide and agree (or not) on the section dealing with Crown Court legal aid costs in these pages following. It could cost you £900 a month for six months, and possibly your home if you don't decide, and agree (or not), and then take action as indicated.**

- g) If you accept an offer of Legal Aid in the Crown Court, you may be incurring a substantial debt to the government of thousands of pounds.
- h) I refer you to the separate letter that the court and Legal Services Commission sent to you with your legal application forms.
- i) If your case goes to the Crown Court for trial you will automatically qualify for legally aided representation once you have completed an application form. After you have been means tested, you may have to pay towards the cost of your defence. This will be from your income while the case is ongoing and/or from your capital, if you are convicted.
- j) You will be asked to provide evidence of your income and assets. If you do not, your payments could increase which would result in you paying more towards your defence costs. If you do not tell the truth on your Legal Aid application about your income, assets and expenditure you could be prosecuted for deception.
- k) The same 'passported benefits' apply as in the Magistrates Court (see above). You will not have to pay towards the costs of your case if you receive any of the following benefits: income support, income-based jobseeker's allowance, guaranteed state pension credit, or income related employment and support allowance. You will have to prove that you get those benefits from the State, so please be ready with your National Insurance Number and your proof of benefit payments.
- l) If you are under 18 or in receipt of these, Crown Court Legal Aid will be free.
- m) You may have to pay towards the costs if your monthly disposable income is above a certain level. If this is the case, you will receive a Contribution Order from the court and you will have to make five or six payments as required under the Order. The first payment will be due within 28 days of your case being committed, sent, or transferred to the Crown Court for trial.
- n) 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.
- o) At the end of the case, if you are found not guilty, any payments you have made will be refunded with interest.
- p) 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.
- q) If you are found guilty, you may 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.
- r) You will be told at the end of your case if you have to make a payment from capital.

#### At the end of a Crown Court case -

- s) *If you are acquitted* - The court will refund to you any payments you have made, with interest. If you paid late or not at all and the court took action for payment against you, the Court will deduct the costs of the recovery action from your refund.
- t) *If you convicted* - You may 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, savings or Premium Bonds; and if any payments you have already made have not covered your total defence costs. You will have to pay the Criminal Courts Charge.
- u) You will be told at the end of your case if you have to make a payment from capital.

- v) If the court assesses you as not having to pay a contribution then the case in the Crown Court should cost you nothing whether it finds you guilty or not guilty.

The costs of legally aided defence representation are made up of -

- w) The litigators standard fee (what I as your solicitor will be paid);
  - x) The advocates standard fee (what your Crown Court advocate will be paid);
  - y) (Those two fees are fixed, according to the type of offences with which you are charged);
  - z) Any disbursements (like defence experts etc);
  - aa) The additional figures for the number of pages of prosecution evidence served in the case (the page count);
- 332) At the start of the case as early as reasonably I can, I will give you an estimate of the amount involved. I will update it regularly as needed. However, the page count is one of the major factors in the cost of a crown court case and it is totally outside my control.
- 333) The service by the prosecution of extra pages halfway through the case or the decision to join your case to one of several co-defendants could double or treble the costs; as could the decision by the prosecution to add charges to the indictment.
- 334) Experts are people whom I can commission to examine and report and to give me and you advice on certain aspects of evidence. They might be experts in bloodstains, or fingerprints, or handwriting or similar. Their evidence is admissible before a court. The police often use them and sometimes we can use our own expert to challenge what the police expert might say. However, funding of experts is limited to government scale rates for hourly pay. Some experts won't work for government rates of pay. If we need an expert I will advise you. If the expert will not work for government scale rates of pay, then I will let you know. You may then have to decide between doing without or finding another, cheaper expert, or finding some other way to fund the expert's fee.
- 335) I cannot and will not pay for an expert any more than government scale rates. Legal Aid rules may prevent you personally from paying for an expert that the government won't pay for.
- 336) You must understand that -
- a) The Legal Aid authorities assess your contributions, and they collect any money assessed as payable - it is nothing to do with me or the Magistrates or Crown Court. I will not be able to apply to the court for extra time for you to pay, or for reduction in contributions.
  - b) The procedure for calculating Legal Aid contributions is fixed and rigid.
  - c) If you do not pay the five contributions on time, you will be liable to pay an extra sixth contribution.
  - d) If you do not provide proof of any item of income or expenditure required by the system, then after 14 days, the authorities will automatically assess you as having to pay more than £900 per month by way of contribution. You will have to pay that, whether or not you can afford it.
  - e) If you do not cooperate in assessing your equity, the authorities will assume that you have sufficient money to pay your defence costs in full.
  - f) Therefore, *if* you have a job or other income, and *if* you own a house where your share of the equity is greater than £30,000 and *if* you accept the offer of Crown Court Legal Aid and *if* you are convicted, and *if* you do not pay the contributions, you could be sued in the civil courts.
  - g) The Legal Aid Authorities could apply for the debt to become a second mortgage on your house and ultimately apply to sell it to get their money.

- h) It is therefore quite possible that if convicted you could be imprisoned, and whilst in prison your family home pursued for the debt through the courts.
- i) My duty is to you as your solicitor, and it will usually be in your interest to accept the offer of Crown Court Legal Aid (subject to the exception if you are pleading guilty as charged mentioned below).
- j) However if your personal circumstances are such that you have joint equity in a house with your partner or other person, or it is a family home, then you really should discuss this with them so they are informed of the potential liabilities should you be convicted. Their home may be at risk if you are convicted.

### Refusal of Legal Aid

- k) If you are refused Legal Aid by the court in the Magistrates Court then I will discuss with you the options. I would normally automatically appeal to the Court to reconsider its decision, or to the Legal Services Commission. Where you choose not to ask for public funding, or it is refused, or it will be refused, or you do not cooperate with the requests from the Legal Aid office then, (if you wish me to act for you) you have to pay for my services yourself.

### If you refuse Crown Court Legal Aid

- l) Because of the way that criminal Legal Aid is calculated, it is quite possible in some circumstances (chiefly where you would be pleading guilty to the charges you face as alleged by the Crown), that it will actually be cheaper for you to pay me privately to represent you. If that is the case, I will discuss it with you and detail the situation in writing.

### Failure to pay private fees

- 337) In the event of any bill or request for payment on account or for a disbursement remaining unpaid, we reserve the right to decline to act further in the case. The full amount of work done to that date will be the subject of a final bill rendered and will be a debt due from you to us.
- 338) If you do not pay our fees, we will retain your file of work and all your papers, and exercise a lien on it until payment in full.
- 339) We ask you to settle your bill(s) within 28 days. Bills unpaid after 28 days will incur interest at 10% pa of the total face value of the bill from the date of the bill to the date of payment. We will apply the interest to the bill without further notice to you. You will be liable for the interest in the same way as you are liable for the value of the bill. We calculate interest daily.
- 340) That means that if I give you a bill on 1 January and you pay it by 29 January, no interest is payable on it. If you pay that bill on 31 December same year, then you owe interest on the total sum of the bill from 1 January to 31 December, not from 28 days after it was sent out.
- 341) We will send you a reminder to you after 28 days and if we have to write to you because you have not paid, we will charge the first such and each subsequent such letter at £25. A cheque that your bank does not honour will incur an additional charge of £25.
- 342) In the unlikely event of late payment exceeding three months after the presentation of a bill to you, a penalty charge of up to 20% of the total face value of the bill will apply in addition

to interest running. We will apply the penalty charge to the bill without further notice to you. You will be liable for the penalty charge in the same way as you are liable for the value of the bill.

- 343) In cases of transactions continuing for some time, you may find it convenient to arrange regular payments on account by way of bank Standing Order. If you wish to use this facility, please discuss it with the partner with conduct of your file.
- 344) We welcome payment by bank credit arrangements: please ask for information about our office bank account number. We welcome payments by credit or debit cards.

### **Right to challenge the bill**

- 345) If you have any queries with regard to your bill, you should first raise them with the partner acting. In the event that you are unhappy with any explanation given, you should write to our complaints manager, who will investigate your query.
- 346) In certain litigation cases, the court can assess your bill under a detailed assessment as provided by sections 59-71 of the Solicitors Act 1974.
- 347) In relation to non-contentious work, under the Solicitors (Non-Contentious Business) Remuneration Order 1994, all our costs must be fair and reasonable having regard to the work involved. If you are not satisfied with the amount of our fee, you have the right to ask us to obtain a remuneration certificate from the Law Society.

### **Costs recovered for you**

- 348) Successful parties costs. The party that wins a case will normally benefit from a court order requiring the loser to pay the costs of the winner. Those assessed costs usually have to be paid to the other side or the court within 14 days. This applies most often in civil (non-criminal) cases.
- 349) The court usually orders the party losing a case to pay the costs incurred by the other party or parties. Courts now usually assess and award costs on the spot against the party who loses. Those assessed costs usually have to be paid to the other side or the court within 14 days. If the assessed costs are not paid within that time, then you have to ask the court to enforce payment of those costs to you, and you have to pay for the court process to achieve that.
- 350) Wasted costs orders. The Courts also have power to award or disallow costs against parties who behave unreasonably. For example, obstructive or uncooperative behaviour may lead to a Court penalising personally the party at fault. If that is you, you personally will have to pay the costs ordered by the court. If it is the other side, then you may benefit by having your extra, wasted costs paid by the defaulting party. The rules on wasted costs orders are tightly drafted, mainly to off put parties from claiming them irresponsibly. Many litigants consider that they are more trouble than they are worth.
- 351) Defendants Costs Orders. When a person instructs a solicitor, of course they are contracting with the solicitor for legal services in exchange for payment. In some cases, other parties can be ordered to pay your legal costs bill or part of it – for example, in criminal cases, the courts, (usually) or the prosecution (rarely).

- 352) If a person successfully defends a criminal summons and wins, then he can apply to the Magistrates Court or Crown Court to repay a small part of his costs. The rule is called a Defendants Costs Order (DCO). The rates the court pays will be less than my charges. If so, you will still be liable for the difference.
- 353) Courts often order that the costs of a successful defendant be paid under a Defendants Costs Order, but they do not have to do so and you should not rely on a court doing so in your case. Do not rely on the prospect of winning your legal costs back from a court or the other side – you may not get the order that you want or expect.
- 354) You should not and we will not fund your case on the expectation that you will win, that the other side will be ordered to pay your costs and that it will agree to do so, *and* that it has the means to do so.
- 355) Courts may not allow you to recover the full rate of fees that we have to charge to you. They allow about £55.61 per hour of the rate that we charge (that does not mean that we are charging more than the going rate – it means that the courts pay less than the going rate for solicitors, because it is public taxpayer’s money). To remain profitable, we have to turn to you for the difference. Courts review the rates allowed from time to time. The rate currently allowed in Sussex varies annually, and is £55.61 per hour from September 2022.
- 356) This means that if you kindly pay me £360 plus vat for one hours work, and if you win your case, and if the court allows you a Defendants Costs Order, you will get back £55.61 plus vat. It will cost you £304.39 plus vat to have that hour-long chat with me, whatever the Government allows you back.
- 357) If you are acquitted and if you get a Defendants Costs Order, I will deal with claiming back your money from the government but I will charge you a fee for doing so. It is complicated and difficult and time consuming and I charge ten percent of the gross figure that you recover, plus vat on that 10%.
- 358) You can do your own application and calculation and submission for recovery of your fees and if you choose to do so, I will fully support you in doing so up to and including but no further than sending you electronically my file and documents. I regret that I will not advise on how to do it. Thats my job if you ask me to do it.
- 359) You can ask the Legal Aid Agency about how to make your claim.
- 360) Costs agents are also available to do that work for you.
- 361) If you agree with me that this is unfair, tell your MP. He made the rules, not me. I can give you a great deal of support and advice and contact details to assist you in assisting me to lobby your MP about this unfair position. Just ask.
- 362) Examples
- 363) Fees paid by you are less than the true bill
- We have collected some payment from you in advance but the payment from you to us is less than the actual fees incurred; and the case is successful and the court orders payment of your costs;
  - We claim from the court the difference between the costs that you paid to us and the true costs of the case. Worked example -
  - You pay us on account, say £1,000
  - Actual bill £2,800
  - The difference is £1,800
  - The amount of DCO paid to us by the court is £500
  - Your contribution to the fees account is £1,000 and £1,300, and the court pays £500.
  - We receive the full value of our work, in part from you and in part from the court. Your part is £2,300.

- 364) When you sign these terms and conditions of business, you agree that
- a) The court should pay any costs, vat, and disbursements payable under a DCO to us, not to you.
  - b) We may ask you to pay (and if you are so asked you will promptly pay) any difference between amounts paid by the court and our bill.
  - c) We agree to report to you once the court decides the amount allowed.
- d) Fees paid by you are equal to the true bill
- e) *We have collected payment from you in full in advance and the payment from you to us is the same as the actual fees incurred and the case is successful and the court orders payment of your costs;*
- f) *We claim your costs refund from the court. It pays what proportion of the bill it reckons is about right, according to government scales of fees; there is a difference between what it allows you and the money that you paid to us.*
- g) *Worked example -*
- i) *Our actual bill, say* £2,000
  - ii) *You have paid us* £2,000
  - iii) *Court allows your costs at* £600
  - iv) *The difference is* £1,400
  - v) *You get back from the court £600 of the costs that you paid us on account.*
  - vi) *We receive the full value of our work, in part from you and in part from the court. Your part is £1,400.*
- h) When you sign these terms and conditions of business, you agree that
- i) *The court should pay any costs, vat, and disbursements payable under a DCO to us, not to you.*
  - ii) *We may ask you to pay (and if you are so asked you will promptly pay) any difference between amounts paid by the court and our bill.*
  - iii) *We agree to report to you once the court decides the amount allowed.*
- 365) We will let you know the actual figures in due course. It takes courts up to six months to deal with these things so do not expect to hear from us in that time.
- 366) It is important that you realise that losing parties against whom costs are awarded are usually only ordered to pay up to about half to two thirds of the actual costs of the winning side, assuming that the other party is ordered to and able to pay the balance. This means that if you win the case you are likely to be out of pocket for at least half to one third of your actual costs. Your actual bill will be larger than the amount you get back from the other side.
- 367) You must also note and remain aware that there is a crucial difference between when an opposing party has to pay your costs and when the court has to pay your costs.
- a) If the courts order is that the opposing party (like the prosecution in a criminal case) has to pay your costs, then the amount that you might receive from it could be between one sixth and two thirds of your actual costs. You will not get back the full amount of your actual costs.
  - b) *If the courts order is that the court office has to pay your costs, then the amount that you might receive from it, would be one sixth of your actual costs. You will not get back the full amount of your actual costs.*
- 368) On the other hand, if you lose your case, you will to have to pay the whole of your own costs plus a significant contribution towards the costs of the other party or parties. The court normally assesses how much this sum is.



- 369) Regardless of whether you have secured an order for costs against the losing party, you must note that the liability for costs incurred with us is your personal responsibility and therefore you will be expected to pay any shortfall.
- 370) Where costs do fall to be paid by the other party, you should note that you would be liable for the costs of seeking to enforce any such order.
- 371) You will not get your defence costs back if you are prosecuted by any Local Authority or Government agency, e.g. The Probation service. There is now case law, which all but exempts them from liability for your costs, unless they can be shown to have acted in bad faith, or negligently. You should consider any of my fees paid in those cases as not recoverable. .
- 372) Therefore, in most cases success does not automatically mean you will get all or any of the money you paid me for my fees returned to you.
- 373) In such matters if you lose the case you will almost certainly be liable for the other side's costs as well. In such cases that can amount to several thousand pounds.
- 374) you must be aware and remember that
- a) The court will not pay any of your legal costs at all if your case is in the Crown Court and you win.
  - b) The court will pay some of your legal costs if your case is in the Magistrates Court and you win – but only at £55.61 per hour of work done. You could pay out £360 and get back only £55.61 if you win.

### **Important points to note**

**You are personally liable for your legal costs bill. You may be personally responsible for your opponent's legal costs too.**

**The more work you engage from me, the larger the bill you incur. If you make the opposition do more work, it will increase your costs.**

**Neither you nor we have any control over the amount of work that the other side does, and therefore the amount of costs that the other side racks up.**

**If you can recover part or all of your costs from someone else like the court or your opponent, then that is to your advantage, but it is not guaranteed.**

**There is no guarantee that you will win your case.**

**There is no guarantee that costs follow the event: courts always have discretion to award or not to award costs.**

**There is no guarantee that *if* you win and *if* the other side are told to pay your costs, that they will do so.**

**A Defendants Costs Order will only reimburse you if you win.**

**A Defendants Costs Order will only reimburse you to 55.61/360<sup>ths</sup> if you win in the Magistrates Court.**

**If your case is in the Crown Court and you win, you may get back between nothing or put to 55.61/360<sup>ths</sup> of what you spent.**

**You may have to pay costs to the prosecution.  
You may have to pay a victim impact surcharge tax.  
You may have to pay compensation.**

**If you are convicted, the opposition can use that to sue you for money damages.**

**Consider the comparative risks and benefits before taking any step or instructing us to do so for you.**

**We will not do any legal work for you until you have put us in funds.**

***Only embark on legal proceedings or any step in legal proceedings if you understand and agree these points.***

### **Mechanism for costs payable by other parties to be paid**

- 375) You will pay us sums on account of your own costs from time to time as the case goes along. We will bank those in client account (if the billing point has not yet arrived) or in office account (if the money is due against a bill already sent to you).
- 376) If at the end of the case, you win a Defendants Costs Order, then the amount of our bill is what you pay us. Our contract has nothing to do with whatever you get back from the other side towards it (the other side might go bust halfway through).
- 377) We will send our bill of costs to the government for it to check it and pay what it says is the right amount back to you. That means that you get your money back from the government in the form of a cheque or a money payment order by BACS.
- 378) If you have not kept up to date with your payments of costs on account of the invoice, then we will still send our bill up to the government, and it will pay us what it says is the right amount back to us. We will then hold a discussion about how much of what you paid us is due back to you. It is extremely likely that you will recover about 2/3<sup>rds</sup> of your money back, whether it is the government or I that pay you the cheque.
- 379) Your contract with us is not the same as any arrangement that the government may make with us for payment not it.

### **Financial services**

- 380) We are not authorised under the Financial Services and Markets Act 2000.

### **Money laundering - to enable us to comply with Money Laundering Regulations:**

- 381) All clients are asked to provide one proof of identity and one proof of residence. Copies of these will be held for a period of five years after the completion of your matter. We reserve the right to stop acting for you if you do not provide them immediately on request.
- 382) We will not accept any sum in cash, for payment of a bill or for balance of completion monies or for any other purpose, greater than £900.
- 383) Should we in the course of our instructions receive information which gives rise to suspicions of Money Laundering (this includes deliberate non-declaration of income to the

Inland Revenue) or similar unlawful activity, we may be required under the Proceeds of Crime Act 2002, and related regulations, to make a report to NCIS (the National Criminal Investigation Service) who may then refer it on to the Police. In such circumstances, our duty of client confidentiality will not and cannot apply.

### **Method of communication**

- 384) Increasingly, we and our clients like to communicate by email. If you sign these terms, we shall imply your express consent to reply and communicate by email. Otherwise, we shall communicate with you by letter, fax, or telephone. The fact that you do contact us by email will not necessarily mean that our response will be instantaneous. We can give your email communication no greater priority than were your communication by letter.
- 385) We should also draw your attention to the fact that other parties can intercept and read email by third parties, unless encrypted.

### **Dealing with the media**

- 386) We will represent your interests fairly and openly with any media representatives. Signing these terms shows that you -
- a) Authorise us to deal with the media exclusively on your behalf. This may include instructing or retaining any third party to assist your representation;
  - b) Agree to allow us to discuss with the media the outline of your case;
  - c) Permit us to use outline details of your case, suitably anonymised, to promote our business;
  - d) I anonymise details by using only initials plus one or two. My name is Steve Wedd, so my initials are SW. If I was using my own details, I would change my initials to 'TX'. I do this so that if anyone wants me to prove that a testimonial is genuine, I can trace what was said back to the person who said it, without revealing who they really are.
  - e) Agree that we may release to the media details of your case with or without personal details for publication. We will only create or release for publication reports including personal details such as your name or details of part or all of your case with your prior permission.

### **Retention and storage of papers and deeds**

- 387) Our files are a combination of paper and electronic material. We create all our material on computer systems using bespoke programmes. We always make digital copies of what we create, and we usually but not always make paper copies of what we create. Material that other people send to us may be on any form of media that they choose to use (for example, paper, photographs, video, video tape, cd-rom, DVD, other media, real items, email). We usually keep third party material within our files in the format in which it is sent to us. If we need to convert that material to paper, we do so, but only where expedient and necessary to do so.
- 388) In whatever form the file is maintained from time to time, at the end of the case we are handling for you, we convert the whole file into digital storage. The storage *medium* is a hard disk which is kept secure, and which is regularly backed up. The storage *method* is PDF file, which is an accurate facsimile of the original paper file.

- 389) In the event of costs and/or disbursements and/or VAT being due to us (whether they have been billed or not) a “lien” will be created under which us is entitled to keep all of your papers, documents or other items of whatsoever nature until those costs, disbursements and VAT have been discharged in full. This applies in whatever way your case was funded.
- 390) At the conclusion of your matter and assuming that all the above payments have been made, we will return to you those documents from your file, which are important or which you have requested. This would include original documents such as driving licence or passport or other identification documents or utility bills or witness statements. We choose what we return. If you know that a document is important to you and you want it back later on, please tell us now so that we can mark it as important and ‘for return’ and we will do so at the right time.
- 391) Unless we hear from you within seven days thereafter, we will assume that there are no other documents required. Your file is available for collection during that time.
- 392) If the file is not collected within that time, it will be scanned electronically and stored electronically –all the original documents will be destroyed. We will retain electronic copies of the original documents on file until regulations permit the file to be destroyed – this is normally three years. At that time, the e-file may also be destroyed. If you want to have any of your case papers, please ask us before or soon after the case is concluded.
- 393) Your signature or other agreement to these terms expressly allows us to deal with your file or files in this way, so that after scanning and storage of the original paper and or electronic file, the original is shredded. This term supersedes any requirement by any other agency for us to maintain storage of the paper file other than as we have stated herein and to which you agree.
- 394) We apply a retrieval fee for recovery of any file papers, whether the file is paper or electronic. Once the file is scanned and stored and shredded, the only access that you or we can have to it is as a PDF file from our storage facility. That, we will happily supply to you upon request, on cd-rom or DVD or other medium that you reasonably request.

### **Complaints procedure**

- 395) If you are dissatisfied with the service you are being given or any aspect of your bill, you should contact the partner responsible immediately and advise him/her of the nature of the dissatisfaction.
- 396) Please make your complaint as soon as you are displeased. Memories fade with time which means that if your complaint is justified, it may be harder to remember why and harder to locate and present evidence to support what you say. If your complaint may not be, delay can impede our ability to do the same. We will treat your complaint with respect, consideration, a fair hearing, and external remedy if it appears to be sound.
- 397) If you are not satisfied after discussion with the partner, you should detail in writing your complaints to the Law Society who will look promptly and thoroughly into the issues that you have raised and report back to you as soon as is practicable.
- 398) In the event of these procedures not resolving your dissatisfaction, you have the right to address a complaint to the Office for the Supervision of Solicitors.

### **What to do if you are dissatisfied with any service I provide**

- 399) From time to time, the relationship between solicitor and client can become strained or even breakdown. Clients are frequently under a lot of stress, and courts can be confusing, and frightening places. Solicitors can forget that, and lapse into jargon, legal shorthand, and even the odd Latin phrase! (Do you know what 'mens rea' is? What's a 'Stipe'? What does 'Indictable only' mean?). I'll try to keep legal jargon to a minimum.
- 400) You need to understand what it is solicitors can achieve, and, what we cannot achieve. I refer you to the paragraphs covering this in this document.
- 401) All solicitors have many matters going on at any one time. Sometimes my powers of memory fail me, and I may need to look at your file to be able to answer any instantaneous questions you may have.
- 402) I am committed to promoting equality and diversity in all of its dealings with clients, third parties, and employees. This is my equality and diversity policy.
- 403) Both solicitor and client need to be open and honest with one another. If you feel I have not understood your concerns, or misinterpreted your instructions, or in any way let you down, please do not get angry, or worried. Tell me about it!
- 404) If you wish to complain about anything, including the amount of any bill you are asked to pay -
- a) I really do urge you to talk to me first as soon as you become aware of any dissatisfaction with my service -
  - b) Telephone me. Talk to me face to face. Things can often be sorted out amicably, and quickly.
  - c) I want happy clients.
- 405) If you have a problem, and you feel I have not dealt with it effectively, please write to me with the details of how you feel I have failed you. This is my complaints procedure.
- 406) I will deal with any issue rapidly, (unless I am absent on annual leave), it will be fully investigated and responded to within 14 days, and if I feel, I am at fault, do all in my power to put it right. If you are not satisfied I will try to get an independent solicitor who has no connection to my firm (currently Mr John Smith of Carlisle), to review the file and see if he can recommend an acceptable solution.
- 407) If you are still not satisfied and wish to take a complaint to an independent, non-Court-based procedure, you or I can refer the matter to the Legal Ombudsman.
- a) Legal Ombudsman Legal Complaints Service, PO Box 15870, Birmingham, B30 9EB, 0300 555 0333 or by email - [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk).
- 408) There are time limits for complaining to the Legal Ombudsman. If you are
- a) Making a complaint about poor service – 12 months from the date when you did or should have known about the poor service.
  - b) Reporting a complaint after attempting to use the solicitor's in house complaints service – 6 months after attempts to resolve your complaint with the firm broke down.

## Law governing this contract

409) Any disputes concerning this contract or any part of it will be governed, discussed, disputed, and settled in accordance with English law.

## Future instructions

410) 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 us.

411) Although your continuing instructions in this matter will amount to an acceptance of these terms and conditions of business, would you please sign and return one copy of them in the enclosed stamped addressed envelope for us to retain on our file.

### Important points to note

You are personally liable for your legal costs bill.

You may be personally responsible for your opponent's legal costs too.

The more work you engage from me, the larger the bill you incur.

If you make the opposition do more work, it will increase your costs.

Neither you nor we have any control over the amount of work that the other side does, and therefore the amount of costs that the other side racks up.

If you can recover part or all of your costs from someone else like the court or your opponent, then that is to your advantage, but it is not guaranteed.

There is no guarantee that you will win your case.

There is no guarantee that costs follow the event: courts always have discretion to award or not to award costs.

There is no guarantee that if you win your case and if you get a costs order in your favour, that your opponent will pay up.

You may have to pay costs to the prosecution.

Consider the comparative risks and benefits before taking any step or instructing us to do so for you.

We will not do any legal work for you until you have put us in funds.

*Only embark on legal proceedings or take any step in legal proceedings if you understand and agree these points.*



**BWS**  
**TERMS AND CONDITIONS OF BUSINESS**

Contract

I have read, understood and I accept all the Terms and Conditions of Business as set out above.  
I have read the box below entitled 'important points to note'.

I want to make a contract with BWS in this form, and I agree to be bound by all the terms of the contract.

I have read and I understand the sections in these terms concerning costs, especially those concerning Defendants Costs Orders. I understand that if I lose or plead guilty, then I have to pay all my own costs. I understand that even if I win my case in the Magistrates Court I will have to pay 253/360<sup>ths</sup> of my own costs, and that even if I win my case in the Crown Court I will get back none of my costs at all.

If I make this contract as an individual person, then the contract is with me in person. I agree that I will gain all the rights and perform all the duties under this contract.

If I make this contract on behalf of a partnership, then my signature below shows that I intend to bind all the members of my partnership. I agree that I and my partners will jointly and severally gain all the rights and perform all the duties under this contract.

If I make this contract as an Officer or Director of a limited company, then this contract is with my company and with me personally. I want to bind myself personally to the terms of this contract in addition to my liability as Officer or Director. I agree that I personally and the limited company of which I am a part will gain all the rights and perform all the duties under this contract.

If work has already been done by BWS before the date on which I sign this form, then I agree that that work is also covered by and forms part of this contract.

Signed by the consumer

Date

**Signed by BWS**

Full name, and position

**Steve Wedd,  
BWS**

**Solicitor,**

[sw@worldwidewedd.com](mailto:sw@worldwidewedd.com)

**PO Box 81**

**07000 679000**

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**Brighton**

**BN51 9AF**

we do not use DX

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[1] Where the original conviction relates to an offence committed on or after 13 April 2015 and the offender was 18 years or over when the offence was committed. **Note:** if a court is dealing with one defendant for breaching a community order, suspended sentence order and/or post release supervision then the CCC applies to the breach of the community order. If dealing with a defendant for breach of SSO and post release supervision then the CCC applies to the breach of the SSO.