

## TERMS OF BUSINESS FOR LEGAL AID CASES

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### 1. Taking care of your case

1.1 The Solicitor responsible for your case will be set out in our client care letter to you. They may be assisted by others as the case progresses. If for any reason your Solicitor is unavailable please ask for their secretary who will be happy to assist you where they can or take a message for you.

1.2 We try very hard to avoid changing the people who are handling your case but if this cannot be avoided we will notify you promptly as to who will be handling your case and why the change was necessary.

1.3 Every case is supervised by an appropriate member of our team. Supervision of your case is as follows:-

– Police Station Investigations – Mark Linehan

– Magistrates' Court cases – Sam Stevens

– Crown Court cases – Dianne Heys

1.4 Should you need to contact us to discuss your case our office hours are Monday to Friday 9am-5pm.

### 2 Your Costs

2.1 Details of the Legal Aid scheme are set out below:-

2.1.1 At the Police Station – Advice and assistance whilst someone is detained at a police station is always free whether that advice is given face-to-face or over the telephone. The Legal Aid Scheme for police station attendance will pay our costs. It does not matter how much your income is or how much you have in savings.

2.1.2 Whilst on Police Bail – There is no Legal Aid Scheme to pay for our costs outside the police station whilst you are on Police Bail. However, we will be happy to discuss a private fee paying arrangement if any work is necessary. If you require advice, assistance or preparation work at this stage of your case, please discuss this with your caseworker

2.1.3 At the Magistrates' Court – If you have been charged with an offence(s) or received a summons to attend court we may be able to ask the Court to grant you Legal Aid, this is called a Representation Order. If an Order is made then the government will pay your legal costs. This will allow us to do all of the work necessary to deal properly with your case, including representing you at court and advising you on any appeal if necessary.

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Partners: Sam Stevens Mark Linehan Dianne Heys Matthew Harbinson

*This firm is authorised and regulated by the Solicitors Regulation Authority (Reg No: 462128)*

Also at 31 St Georges Rd Cheltenham Tel: (01242) 522 201 Fax:(01242) 521 651

2.1.4 A Representation Order is only granted if the case is serious enough (the merits test) and you qualify financially (the means test). We will advise you as to whether or not you will qualify for a Representation Order. We will also advise you how to appeal any refusal to grant you a Representation Order if necessary.

2.1.5 If you are under 18 or you receive any of the following benefits; job seekers' allowance; guaranteed state pension credit or income related employment and support allowance you will automatically qualify for Legal Aid on the means test, however, your case must still pass the merits test.

2.1.6 If you do not automatically qualify for Legal Aid on the means test, if, for example, you are working or are self-employed then in order to make an application for Legal Aid you (and your partner) must provide us with the following as soon as possible; National Insurance Number; recent wage slips/business accounts; proof of rent/mortgage payments; last three months bank statements.

2.1.7 If you do not qualify for Legal Aid then we will be happy to discuss with you a private fee paying arrangement. Please note that if you are refused Legal Aid and you do not wish to pay us privately then we have no obligation to conduct work or to attend court on your behalf.

2.1.8 You must attend court whether or not you are granted Legal Aid.

2.1.9 At the Crown Court – If your case goes to the Crown Court for trial you will automatically qualify for a Representation Order once you have completed your application form. After you have been means tested, you may have to pay towards the costs of your defence. This could be from your income while the case is on-going and/or from your capital if you are convicted or plead guilty.

2.1.10 You will be asked to provide evidence of your income and assets. If you do not, your payments could be increased which would result in you paying more towards your defence costs. You must be truthful in your answers on the application form for Legal Aid. If you lie about your income, assets and expenditure then you may be prosecuted separately for an offence.

2.1.11 You may have to pay towards the costs of your defence 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 payments as set out in the Order. The first payment will be due within 28 days of your case being committed, sent or transferred to the Crown Court.

2.1.12 You must tell the court about any changes to your financial circumstances during your case which may affect the amount that you have to pay under a Contribution Order. If you don't think that you can afford to pay, or, you think that a mistake has been made you can ask for a review of the amount of the Contribution Order.

2.1.13 If, at the end of the case you are found not guilty, any payments that you have made under the Contribution Order will be refunded to you with interest. If you made any late payments or no payments at all and action was taken against you then the costs of that action will be deducted from any amount to be refunded to you.

2.1.14 If, at the end of the case you are found guilty, you may have to pay towards the costs of your defence from any capital assets that you have. This only applies if you have £30,000 or more of assets (e.g. savings, equity in property, shares etc), and any payments that you have already made do not cover the entirety of the costs of your defence. We will advise you at the end of your case whether this applies to you.

2.1.15 If granted Legal Aid you have certain duties which include:-

Telling the court immediately if you change your address;

Dealing quickly with any request from us or the court for information. If you try to hide information from the court then your Representation Order may be revoked and you will have to pay any costs incurred up to the point that it was taken away;

You must not ask us to deal with your case in a way which caused unnecessary expense to the Legal Aid fund.

### **3. Other parties costs**

3.1 On any criminal case before the court you should be aware that if you plead guilty or are found guilty of an offence the Crown prosecution Service can ask the court to make an Order that you pay some of their costs ('Prosecution Costs'). These costs will be higher after a trial than a guilty plea.

3.2 If your case proceeds to the Crown Court and you have a Representation Order then it is possible (although rare) for a Judge to make a 'Recovery of Defence Costs Order'. This means that the Court could order you to pay some or all of the costs of your defence.

### **4. Confidentiality**

4.1 We take our duty of confidentiality very seriously. The advice that we provide you with cannot normally be disclosed to anyone else. However, under the Criminal Procedure Rules 2005 we can be required by the court to confirm that we have given you advice about certain basic matters such as, that you have been advised about the discount on sentence for a guilty plea; that your trial may go ahead in your absence and also whether we have had any difficulty in obtaining your instructions. We may not disclose, without your consent, details of your instructions and any advice that we give to you.

### **5. Data Protection**

5.1 We may use your personal data (as defined by the Data Protection Act 1998) for the purpose of client identity verification, the provision of any of our services, the marketing and promotion of our services as well as informing you of relevant news and legal developments. The information will be held in hard copy and electronic form.

5.2 Our work for you may require us to provide information to third parties such as expert witnesses and other professional advisers. Any third party to whom we disclose information about you will be under an obligation to keep your information secure and not use it for any purpose other than that for which it was disclosed.

5.3 In certain circumstances your personal data may be transferred outside the European Economic Area (EEA) where data protection legislation may not offer the same protection as within the EEA. If you would prefer that we did not transfer your personal data outside the EEA please inform the Practice Manager.

5.4 You have the right to access personal data we hold about you on payment of a fee of £10 and subject to some exceptions. If you would like to obtain this data please contact the Practice Manager in writing stating what data you require.

5.5 Many of our clients request that we notify them by SMS text message of upcoming dates in their case. If you do not wish us to contact you in this way or process your personal data for marketing purposes or if you

do not wish to receive marketing emails or texts, please advise the Practice Manager in writing as soon as possible.

## **6. Anti-money Laundering Obligations**

6.1 We are under a professional and legal obligation to keep your affairs confidential. This obligation, however, is subject to a statutory exception which may require a solicitor who knows or suspects that a transaction on behalf of a client may involve money laundering or terrorist financing to make a disclosure to the National Crime Agency.

6.2 If we have to make a disclosure in relation to your case, we may not be able to inform you that a disclosure has been made. We may also have to cease acting in your matter for a period of time and may not be able to tell you the reasons why.

6.3 Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

## **7. Equality and Diversity**

7.1 We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees. Our Equality and Diversity Policy is available on our website.

## **8. Raising queries or concerns with us**

8.1 We aim to provide you with the highest standards of client care. If at any stage you have concerns about the way your case is being handled, the quality of the service provided by us or a complaint regarding our costs, it is important that you let your Solicitor know as soon as possible so that appropriate steps can be taken.

8.2 In the event that your Solicitor cannot resolve the matter then you can refer the matter to the Practice Manager who will ensure that your complaint is dealt with under our Complaints Procedure. A copy of our Complaints Procedure is available on our website.

8.3 If you are not satisfied with our handling of your complaint you may be entitled to ask the Legal Ombudsman to consider it. Normally you will need to bring your complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint or within 12 months from when you became aware of the problem. You can contact them at: Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ. Tel: 0300 555 0333. Email:enquiries@legalombudsman.org.uk. Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

## **9. Storage of Papers**

9.1 We will keep our file of your papers (except any of your papers which you ask to be returned to you) for no more than six years. We will keep the file on the understanding that we have the authority to destroy it six years after the date upon which your case concludes.

9.2 If we retrieve papers or documents from storage in relation to continuing or new instructions to act for you we will not normally charge for such retrieval. However, we may charge you for time spent producing stored papers requested; reading, corresponding or other work necessary to comply with your instructions in relation to the retrieved papers.

## **10. Outsourcing**

10.1 From time to time we may outsource certain activities in relation to your file such as typing or photocopying to ensure that they are dealt with in a more timely manner. We will always gain a confidentiality agreement with the outsourced service provider. Should you not want your file to be outsourced please tell us as soon as possible.

## **11. Review of Files**

11.1 Our Firm is subject to audit or quality checks by external firms or organisations. These external firms or organisations are required to maintain confidentiality in relation to your files.

## **12. Terminating this Agreement**

12.1 You may end your instructions to us in writing at any time.

12.2 We may decide to stop acting for you only with good reason. For example, there is a conflict of interest. We must give you reasonable notice that we will stop acting for you.

## **13. Limitation of Liability**

13.1 Our liability to you for any negligence or breach of contract arising out of this matter, including legal costs and expenses is limited to £2 million. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs of losses attributable to lost profits or opportunities. Information about our Professional Indemnity Insurance is available on request.

## **14. Agreement**

14.1 Your continuing instructions in this matter will amount to your acceptance of these Terms of Business.