

Client Care Guide

Introduction

“Foreman & Co.” and “Foreman & Co. Solicitors” are trading styles of Foreman & Co. Limited, a company registered in England and Wales under company number 6656338.

Foreman & Co. Limited is authorised and regulated by the Solicitors Regulation Authority (SRA). Our SRA number is 499325.

In May 2013 we were awarded LEXCEL accreditation by the Law Society. This is the only quality mark that focuses on how a legal firm is managed. To achieve this all aspects of the way we manage our business were examined by Law Society assessors and we are subject to annual review to ensure that we maintain those standards.

Hours of Business

Our normal office hours are Monday to Friday from 9:00am to 5:00pm. However we can and often do agree to appointments outside of these hours. Similarly we are also happy to meet with you either at your place of work or your home.

Key Members of Staff

Tim Foreman is the Principal/Director of Foreman & Co. Limited. He is a qualified solicitor with over 15 years post qualification experience. His current hourly charging rate is £220 plus VAT (at the prevailing rate).

Grenville Reeves is a senior Managing Clerk with over 20 years litigation experience. His current hourly charging rate is £210 plus VAT (at the prevailing rate).

Roxanne Hill is a trainee legal executive (GCILEx). Her current hourly charging rate is £100 plus VAT (at the prevailing rate).

Quality of Service

During the course of your matter we will:

- Represent your interests
- Keep your affairs confidential.
- Communicate with you in plain language.
- Explain to you the legal work that may be needed and your chances of success.
- Keep you informed of the progress of your matter.
- Deal with your queries promptly and effectively.
- Explain to you the implications of any documents you are asked to sign.
- Send you copies of those letters and documents which we consider significant.
- Explain to you the likely financial implications and risks involved in taking any legal action.

If at any time you have any queries or concerns we request that you contact us immediately.

The progress of your matter will be assisted if you:

- Provide us with all the relevant information.
- Inform us of any important time limits.
- Ask if we have not clarified everything for you.
- Respond promptly to any requests we make.
- Keep in regular contact with us.
- Make an appointment if you would like to see someone.
- Bring all relevant papers with you to appointments.
- Pay promptly any invoice we send to you.

Treating Clients Fairly Policy

At Foreman & Co we are committed to treating all our clients fairly. To this extent we will:

- Set out at the outset of our instructions the level of service that our clients can expect from us
- Provide a transparent fee structure
- Endeavour to provide either a fixed fee or our best estimate of costs at the outset of the matter
- Provide our clients with regular cost updates
- Endeavour to provide our clients with a likely timescale for their matter
- Provide our clients with a principal point of contact for the handling of their matter
- Provide our clients with a transparent complaints procedure

Equality and Diversity Policy

At Foreman & Co we are committed to equality and diversity in all aspects of running our business. We do not discriminate on grounds of racial or ethnic origin, disability, age, gender, gender reassignment, marriage, civil partnership, pregnancy or maternity, sexual orientation, religion or belief. We promote equality of opportunity and fairness both in relation to recruitment and selection, employment practices, conditions of service, employee learning and development/promotion opportunities, provision of services to clients, selection and treatment of experts.

This policy includes our commitment to ensuring we are opposed to any form of harassment and will treat any infringement of this policy as a serious breach of our procedures and deal with it accordingly.

Equality and Diversity are covered by the Equality Act 2010 which came in force on 1st October 2010 and brought under one enactment over 116 existing various pieces of legislation.

Clients – we are free to accept or decline instructions as we see fit but will not make any decisions based on race, disability, age, gender, sexual orientation, religion or belief of any prospective client.

Experts are selected on the basis of their skills, experience and ability. Where a client wishes to select their own expert, this is subject to our approval adhering to the above mentioned principles, failing which we shall refuse/cease to act. The policy is set out below and is also published on our website and contained in our client care guide.

Reasonable Adjustments Policy.

Aim of this policy

As solicitors we serve a diverse society and in carrying out our role, we want to take reasonable steps in the way that we work with disabled employees and clients so they are not disadvantaged in comparison with people who are not disabled.

What are reasonable adjustments?

A reasonable adjustment means making a change to the way that we usually carry out our work, so as to ensure that we are fair to disabled people. This may involve:

- doing something in a different way such as allowing more time than we usually would for an interview or arranging a home visit,
- providing specialised or modified equipment or help, such as a sign language interpreter for a meeting or enhanced lighting in an interview room,
- making sure our office is accessible, for instance by providing ground floor meeting rooms.

We will always try to ensure we discuss their requirements with the person concerned and try to reach agreement on what might be reasonable in the circumstances.

What are our legal duties?

The Equality Act 2010 requires us to provide reasonable adjustments for disabled people, defined by the Act as those who have a physical or mental impairment which has a substantial and long-term adverse effect on that person's ability to carry out normal day-to-day activities. This could, in some cases, mean that disabled people receive more favourable treatment than non-disabled people, which is lawful in the context of disability.

One of the ways we are working towards meeting our disability equality duty is by regularly reviewing our policies and practices to identify possible barriers for disabled people so that we can minimise those barriers and anticipate the reasonable adjustments that we may need to make.

How to request reasonable adjustments

We will let people know that we can provide reasonable adjustments, for example in the following ways:

- by including a paragraph in written communications (e.g. client care letters);
- by asking whether an adjustment might be required over the telephone;
- by including a note on our website and publicity documents indicating that we can provide information in an alternative format on request;
- by publishing this policy on our website.

Type of reasonable adjustment we can offer

Whilst we consider each request for reasonable adjustments individually, there are some common adjustments which we will offer as a matter of course and some other adjustments that we can make particular arrangements to provide. The adjustments will always be agreed with the

person concerned to avoid making incorrect assumptions about a person's needs.

The following are the types of reasonable adjustment we can make:

- providing documents or correspondence in a larger font size
- providing documents on coloured paper or with specific colour contrast which can make them more readable for people with conditions such as dyslexia
- allowing a person who has a learning disability or mental health problems more time than would usually be allotted
- using e-mail or telephone in preference to paper letters where appropriate which may assist those with a vision impairment
- speaking clearly to the people who we deal with and offering additional time to cover the issues they need to discuss – this will help everyone understand our processes and procedures
- using plain English appropriate to the person we are dealing with and avoiding jargon
- holding meetings in places which have appropriate facilities
- providing information on audio tape either informally or through a specialist transcription agency
- providing a sign language interpreter
- translating documents or correspondence into Braille
- communicating with people through their representative (whether or not this is a legal representative) or advocate, if requested and approved by them
- helping someone who has mental health problems to understand and manage the actions we are taking by arranging a single point of contact with us
- arranging a face to face meeting to provide more tailored support and assistance
- visiting clients at home if necessary or required

How we will respond to requests for reasonable adjustment

In the majority of cases we will be able to agree and deliver the required reasonable adjustments with a minimum of delay. In some cases, we may need to consider in more detail how best to overcome the difficulty a disabled person may be experiencing.

What is “reasonable” and how practical is it to provide the adjustment?

For example it may not be practical for a fee earner at our office to visit a disabled person who lives in Cornwall, but we may be able to arrange for someone else to carry out the visit for us. Larger organisations will be expected to be more able to finance a costly or resource intensive adjustment than a small organisation, so cost will be a factor to take into account. Additionally it may not be reasonable for us to drop all other cases and devote all our time to one person, as others would inevitably suffer. The amount of extra time we put in must therefore be part of the “reasonableness” test.

Monitoring how we make reasonable adjustments

We will record and monitor the reasonable adjustments that have been requested and made, which enables us to review how we have met any needs and whether we can improve our services.

Any questions?

Any questions on this Policy and any suggestions for improvement can be made to Tim Foreman who can be contacted on 01427 891892.”

Further Information Relating to our Charges

Unless we have agreed a fixed fee with you, our charges to you will be calculated according to the time spent by us working on your matter. Work undertaken on your behalf will be charged in “units” of time. A single unit is equal to 6 minutes. A single unit will cover such matters as drafting a routine letter, making or receiving a routine telephone call, drafting a contemporaneous note following such a telephone call etc.

All the time spent on your matter will be recorded and you may contact us at any time for details of the costs incurred to date. In addition to this, we will write to you at least once every six months to advise you of the costs incurred to date and our best estimate of the costs and likely timescale to conclude your matter. We normally review our charge out

rates at the end of each calendar year and will advise you in advance of any proposed increases prior to them becoming effective.

You may also set an upper limit on the costs to be incurred by us. When we reach this figure, we will contact you to discuss the progression of your matter and the likely further costs to be incurred.

Please note that where your matter involves litigation, then the total amount of our charges for which you will be responsible are not calculated by, nor limited to the amount of any damages/compensation awarded to you in respect of your matter. We would further ask you to bear in mind that if you are ultimately unsuccessful or if your matter does not proceed to completion (for whatever reason) then we reserve the right to charge at our normal hourly rate.

Again, where your matter involves litigation, then unless we have reached agreement with you to the contrary, then you will be responsible for our charges regardless of the outcome of your matter. We would ask you to bear in mind that even if you are successful, your opponent may not be ordered or indeed may not be able to pay the full amount of the legal costs you have incurred. Depending upon the outcome of your matter, you may also be responsible for paying the costs of the other party. For example, where you are unsuccessful in litigation then the court will usually order that you are responsible for the otherside's legal costs and expenses. We would ask you to bear in mind that we can never accurately predict the probability of your chances of success. There are always significant risks attached to any form of litigation.

During the course of your matter, we may have to pay out various expenses on your behalf. Examples of such expenses may include Land Registry fees, barrister's fees, other expert's fees and travelling expenses. These payments are called "disbursements". VAT is payable on many of these disbursements. At your request, we will supply you with any documentation required to assist your VAT recovery.

We would ask that you check any policies of insurance you may hold to ascertain whether you have the benefit of legal expense insurance cover. This may assist with the funding of your matter.

Invoices will either be raised at regular intervals for the work carried out (normally every month in arrears), or at the end of your matter. We would request that payment is made within 21 days. We reserve the right to charge interest on unpaid invoices. Unless outstanding invoices are paid in full we are not normally able to undertake any further work on your behalf.

If you are unhappy with our invoice we will be pleased to explain how it has been calculated. If you are still unhappy we can explain your rights to have the invoice checked by our Complaints Officer. Further to that we can explain your right to have the invoice reviewed by the Court.

It may be that you are entitled to receive public funding for your matter. This is commonly known as “legal aid”. Legal aid may be available to fund your matter in whole or in part. Please note that we are not authorised to undertake legal aid work. Nor are we able to advise you whether you are eligible to receive such funding. If you do wish to explore this possibility then we recommend you take advice from a firm of solicitors that is authorised to undertake legal aid work.

Monies Held by Us on Your Behalf

During the progression of your matter we may hold money on your behalf. This may include monies paid by you on account of our costs. It may also include monies we receive on your behalf from the otherside in litigation.

We will account to you for interest on all monies we hold on your behalf (irrespective of the period for which we hold those monies) providing that the interest accrued is greater than £50.

We would ask that you note that our bankers are Lloyds Bank plc. Any monies we hold on your behalf will be placed into our general client account with Lloyds Bank plc and held on trust for you. We would ask you to bear in mind that if you bank personally with Lloyds Bank plc then it is our understanding that the funds we hold on your behalf will also be taken into account when determining the extent of any compensation you may be entitled to receive under the Financial Services Compensation Scheme in the event of an insolvency of Lloyds Bank plc.

Anti-Money Laundering and Terrorist Financing

Under various UK and European enactments we are required to assist the authorities in trying to eradicate the laundering of the proceeds of crime and tax evasion (“Money Laundering”). In some instances this may require us to ask you questions about the source of any monies provided by you to fund a particular transaction or how a particular business, trust, or company, which we are asked to advise, is operated or funded.

We are also, in some cases, required to report to the relevant authorities suspicions which we may have that a transaction or matter in which we are asked to become, or are, involved in is being used to facilitate Money Laundering. If, as a result of such suspicions, we make a report, we shall not be deemed to be in breach of any duty of confidentiality to you. Indeed, by instructing us you expressly authorise us to notify any relevant authorities of the transaction or matter in which we are involved if we have reason to suspect that Money Laundering is taking place.

In the event that we make a report to the relevant authorities we are not permitted to advise you that such a report has been made as by doing so we may incur criminal liability.

We are normally only able to accept cash payments from you up to a limit of £250.00 in any 28 day period.

We will normally only pay money out to you by way of a cheque in your favour or into a UK bank or building society account in your name.

At the start of your matter we will normally ask you to advise us as to the source of any funds you will be using. It is simplest for us if the source of those funds is an account in your name in a UK bank or building society.

Data Protection

We are committed to respecting the data you supply to us. Your details will be kept secure in accordance with the Data Protection Act 1998. We will use the information you provide us with primarily for the provision of legal services. However please note that in acting for you we may be required to disclose your details to third parties such as expert witnesses and other professional advisers.

In common with other solicitors' practices we are, from time to time, subject to inspection by the Solicitors Regulation Authority and also have external auditors who visit our offices to ensure that we are complying with current Client Account Rules. At the time of these inspections it is usual for the examiners to select several clients' files at random to review our working practices. Unless you advise in writing to the contrary we will assume that you have no objection to your file being reviewed in this manner if selected for inspection.

Financial Services

Please note that we do not provide advice of a financial nature. Nor do we provide advice on taxation or commerciality.

Value Added Tax ("VAT")

Please note we are registered for VAT which will normally be added to all invoices. Our VAT number is GB 706 3894 20.

Solicitors Regulation Authority (“the SRA”)

We are regulated by the SRA and must comply with the SRA code of conduct which sets out the standards and requirements the SRA expect solicitors to achieve and observe, for the benefit of the clients they serve and in the public interest. The code of conduct is contained in the SRA handbook which is available to download from the SRA website at www.sra.org.uk/handbook

Complaints Handling

It is our aim to offer our clients an efficient and effective service and we are confident we shall do so. However if you have any problems with the service we have provided or you have concerns about an invoice we have raised then you do of course have the right to complain.

We will do our best to resolve any complaint quickly and to this end we have a written complaints procedure, a copy of which is available to you upon request.

In the first instance, we would ask that you make your concerns known to the person dealing with your matter. This can be done in writing, over the telephone or by arranging a face to face meeting. The person dealing with your matter will then try to resolve any problem to your satisfaction quickly. If you remain unhappy, you should write to Mr Foreman setting out your concerns. He will attempt to resolve any complaint to your satisfaction. If the person dealing with your matter is Mr Foreman himself, then you can write to Mr Reeves in the alternative if you so wish.

If for any reason we are unable to resolve the problem between us to your satisfaction within a period of 8 weeks of your raising your initial concerns, then you may complain to the Legal Ombudsman. The address is PO Box 6806, Wolverhampton WV1 9WJ. The telephone number is 0300 5550333. The e-mail address is enquiries@legalombudsman.org.uk.

If your complaint is about our charges, you may also have a right to object to the invoice by applying to the court for an assessment of the invoice.

There are time limits to initiate a complaint to the Legal Ombudsman. You can make a complaint to the Legal Ombudsman if all of the following criteria are met:

1. The problem happened after 5th October 2010 or you only found out about it after 5th October 2010; and
2. You are referring your complaint to the Legal Ombudsman within either of the following:
 - a. Six years of the problem happening; or
 - b. Three years from when you found out about it; and
3. You are referring your complaint to the Legal Ombudsman within six months of our final response

We are under an obligation to advise you that if all or part of an invoice remains unpaid we may be entitled to charge interest.

Terminating the Relationship

You may end your instructions to us at any time by providing notice in writing

We may, in exceptional circumstances, decide to stop acting for you. In such cases, we will provide you with written notice.

Document Storage

We are entitled to retain all your papers and documents while there is money owing to us in respect of any outstanding invoices and/or disbursements.

In addition, we will store your file (free of charge) for a period of 6 years following the conclusion of your matter, at the end of which time we will arrange for the file to be professionally and confidentially destroyed. If you do not want the file to be destroyed after 6 years you should inform us in writing prior to the expiry of this period.

Limitation of Liability

The Solicitors Regulation Authority requires us to maintain a policy of professional indemnity insurance. Pursuant to this policy, our liability in respect of breach of contract, breach of duty, fault, negligence or otherwise howsoever arising out of or in connection with our engagement by you shall be limited to an upper limit of £3million including interest and costs. Our Professional Indemnity Insurer is International Insurance Company of Hanover SE and its UK Broker is Lockton, St Botolph Building, 138 Houndsditch, London EC3 7AG. Our territorial limit of cover is England and Wales.

Foreman & Co. Limited shall not be liable for any consequential, special, indirect or exemplary damages, costs, or losses or any damages, costs or losses attributable to lost profits or opportunities.

Any advice we provide is personal to the client and may not be used or relied upon by anybody else.

Applicable Law

We only provide advice in relation to the Law of England and Wales.

Any dispute arising between us will be determined by the laws of England and Wales and considered exclusively by the English and Welsh courts.

Contact Details

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