**Graham & Co Solicitors Limited**

**FUNDING YOUR CASE**

**Legal Aid**

You agree that you will keep us and the Legal Aid Agency informed of any change in your financial circumstances once in receipt of legal aid. For further information see: <https://www.gov.uk/criminal-legal-aid-means-testing>

**1. Police Station Attendances**

Anyone who is to be interviewed under caution at a police station, either under arrest or as a volunteer is entitled to have a solicitor either present to advise them in person, or to speak to on the telephone, free of charge. Investigations by non-police agencies e.g. Department for Work and Pensions, RSPCA etc. are not funded under the police station scheme. You may however be eligible for advice and assistance and we will assess whether you qualify.

**2. Magistrates Court**

Legal Aid is available by applying to the Legal Aid Agency (LAA). This means that the cost of your representation is free. We will be happy to help you complete any application for legal aid. The application will be considered:

* On whether your case is in the interests of justice and
* Your means are such that you are entitled to this assistance. You automatically get free legal aid if you are:
* under 18 or receive:
* Income Support (IS)
* income-based Jobseeker’s Allowance (JSA)
* Universal Credit (UC)
* State Pension Guarantee Credit
* income-based Employment and Support Allowance (ESA)

You will be asked to provide your national insurance number and details of the type of benefit you are claiming. A check will be carried out at the time the application is made. If you are in employment we will require proof of you (and your partners) means as follows: -

* Up to date wages slips for the last 3 months.
* Up to date bank statements for the last 3 months.
* Details of any outgoings you may have, i.e. utility bills, debts, child support payments.

If Legal aid is REFUSED, because you do not supply the financial information required or you do not meet the criteria, then YOU WILL HAVE TO PAY for your legal costs if you want representation. Please see the section on private funding below.

You should be aware that if you plead or are found guilty then the Court may order you to pay a contribution towards prosecution costs. There may be a victim surcharge and/ or compensation in some cases. We will advise you further on these costs.

**3. Crown Court**

If your case is sent to the Crown Court, you will automatically qualify for legal aid on merit once you have completed application forms. Crown Court cases are also means tested and therefore your financial circumstances will have to be considered. In Crown Court cases, you may be ordered to contribute towards the cost of your case depending on your financial circumstances. It is important that you provide as much information as you can for a correct assessment. You will need to provide: -

* Up to date wages slips for the last 3 months.
* Up to date bank statements for the last 3 months for all bank accounts.
* Details of any outgoings you may have, i.e. utility bills, debts, child support payments.
* Up to date accounts/tax forms (if you are self-employed).
* Any assets you have, properties, savings etc.

**WIFE/HUSBAND/LIVING TOGETHER** - If you are living with your partner or are married you will have to provide the above financial information for that person; once again it is important that you provide as much information as you can.

If the Court decides you must pay a contribution towards the cost of your case they can make an order in one of two ways: -

* Income Contribution - 5 monthly payments of a set amount over a 5-month period.
* Capital Contribution - One off payment at the end of the case.

If you do not provide proof of your financial circumstances the Court have the power to order you to pay £900 per month or 100% of your monthly disposable income (whichever is higher) for 5-month period.

The first contribution must be paid within 28 days of the Contribution Order being made.

You must tell the Court of any changes to your financial circumstances during the case because any change may affect the amount you must pay towards your costs.

You can ask for a review of your Contribution Order if you cannot afford to pay, or you think a mistake has been made or something has been omitted.

**LATE-PAYMENT /NON-PAYMENT OF CONTRIBUTION**

If you pay your contribution late or you do not pay it at all the Court has the power to impose the following sanctions: -

* LAA may charge interest.
* Recoup the money owed via debt collectors.
* Place charging orders on any property you own.

If any of the above occurs the Court will send letters to you and it is between you and the Court to resolve the issue. We are not involved in the imposition of these sanctions and therefore the Court, LAA or debt collectors must be contacted directly by you.

**It is important** that you understand that Legal aid is means tested and the Government enforces contributions and payment for Magistrates, Crown Court and other legal work and the non-payment of any contribution is not something within our control.

**End of the Case**

If you are found NOT GUILTY, any payments you have made will be refunded with interest. If you paid the contribution late or not at all and action was taken against you, the cost of that action will be deducted from your refund.

If you are found GUILTY the Court can order that you may have to pay towards your defence costs from any capital assets you have.

This would apply only if: -

* You have over £30,000 in assets, savings, and equity in property. If for example you had £32,000 in assets, then a further payment of up to £2,000 could be ordered.
* Any payments that you have already made have not covered your total defence costs.

**Private funding**

If you must pay for your legal costs without assistance from public funding from LAA, Graham & Co charge an hourly rate as follows: -

**(A) Partner/Senior Solicitor/Solicitor over 10 years**

Attendance, preparation and advocacy - £200.00 Plus VAT

Travel and waiting - £100.00 Plus VAT

Telephone calls and letters - £20.00 per call/ letter Plus VAT

**(B) Solicitor**

Attendance, preparation and advocacy - £150.00 plus VAT

Travel and waiting - £75.00 Plus VAT

Telephone calls and letters - £15.00 Plus VAT

**(C) Trainee Solicitor/ Paralegal/ Clerk**

Attendance, preparation and advocacy - £100.00 Plus VAT

Travel and waiting - £50.00 plus VAT

Telephone calls and letters - £10.00 per call/ letter Plus VAT

Other expenses we must pay to conduct your case and travel are charged to you at cost. We will advise you specifically on our costs if you are paying privately and other costs or expenses that are going to be incurred and update you every six weeks on progress or, as you require. We are happy to provide a fixed fee quote for most matters.

Defendant’s Costs Orders are only available in the following circumstances:

**Magistrates' Court Proceedings**

In simple terms, the legislation provides that non-legally aided privately paying clients in the magistrates' court will be entitled to recover their legal costs under a Defendant's Costs Order if they are acquitted, but the amount will be limited to the amount that would be payable under specified legal aid rates.

**Crown Court Proceedings**

An acquitted (or otherwise successful) Crown Court defendant who has paid for legal services may recover their legal costs, limited to the amount that would be payable under specified legal aid rates if they applied for, and were determined ineligible for, legal aid.

**Graham & Co Solicitors Limited**

**Terms and Conditions of Business**

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1. **Introduction**

These Terms and Conditions of Business along with the accompanying engagement letter govern the lawyer-client relationship that will exist between us. By continuing to instruct this firm we shall be entitled to assume you have agreed to the terms and conditions set out here. Unless otherwise agreed, and subject to the application of then current hourly rates, these Terms and Conditions of Business shall apply to any future instructions given by you to this firm. Nobody is authorised to alter these terms other than in writing.

1. **Service Standards**

The purpose of this letter is to set out the way in which Graham & Co Solicitors Limited will carry out work on your behalf, explaining how we will manage your case. We may send this to you again at various stages of the case as a reminder.

We have advised you about the law, evidence and procedure relating to your case at each stage and we will keep you updated by letter, phone, text or email regarding any developments that affect how your case is managed. You should be aware that the use of e-mail is not secure for confidential matters. We take every precaution to ensure that e-mail is virus free but we cannot guarantee this. If you require correspondence to be addressed to a specific person or marked private and confidential then you must tell us.

In return, we ask that you provide clear and accurate instructions when asked, to attend arranged appointments and provide information quickly. Ensure you tell us your contact details, change of address, telephone numbers etc. and when relevant to make payments promptly.

1. **Legal Aid**

If your matter is financed via legal aid, the terms and conditions may differ according to the type of matter and legal aid cover that applies. This will be explained to you in the engagement letter. You agree that you will keep us and the Legal Aid Agency informed of any change in your financial circumstances once in receipt of legal aid. Please note that although your own costs will be covered by legal aid, if you lose your case you could be ordered to pay the other side’s legal costs in a limited number of cases; if this applies we will inform you. Any potential liability for costs under legal aid will be explained in the accompanying engagement letter.

1. **People responsible for your work**

We have advised you in the letter enclosing this information sheet who is dealing with your case in person and if there is any change to your representation, we will advise you immediately.

1. **Hours of business** - **OFFICE HOURS**

The normal hours of opening at our offices are between 9.00am and 5.00pm on weekdays.

**OUT OF OFFICE HOURS**

We operate a telephone deployment scheme.  If you telephone the office, your call will be diverted to our on-call Solicitor. If the call concerns an arrest, our on-call Solicitor will assist you.  **If your call is non-urgent, then we would ask that you contact the office during office hours only.**

1. **Attendance at Court – Us**

The Fee Earner with day-to-day responsibility of your file will arrange your representation in Court either by Counsel, agent or our own in-house advocates. Inevitably, due to commitments of advocates in other courts, it is not always possible to arrange the same representation on each hearing or police station attendance. Wherever possible, we will try to do so but if you wish to know who will be attending on your behalf you must telephone the office and request the name of the person attending. The important thing to remember is that any representative who does appear on your behalf will be highly competent and in possession of the full facts regarding your case.

1. **Attendance at Court - You**

It is important to attend at the time specified. This will assist the representative to take instructions and discuss the case and help in getting your case called on more quickly. If you are late, or you **fail to attend** without a reasonable excuse, a warrant can be issued for your arrest and you commit an offence of failing to surrender to bail, which can result in a custodial sentence and/or fine. If for any reason, you are delayed in attending Court, you should always contact both the office and the Court to explain any difficulties. If you are unwell you must obtain a doctors’ note which states that you are unfit for court.

1. **Bail**

If you are subject to any conditions of bail you must comply with them.  Failure to do so will lead to your arrest and you will be produced before the Court in custody.  If the Court determines that you are in breach of bail they have the power to keep you in custody until the proceedings are concluded. If your bail conditions are causing you severe hardship please contact the office, there is a mechanism by which we can apply to the Magistrates Court to vary your bail conditions if required.

1. **Time estimates**

How long a case takes depends on whether you are in the Magistrates’ or Crown Court, on bail or in custody and whether you plead guilty or not guilty and whether there are expert issues to deal with. It can be difficult at the outset to give you an accurate prediction of the time it will take to conclude. There are timescales, which the Police, CPS, Courts and ourselves are to work to and at each stage we give you as much information as we can. We are always happy to advise on request.

1. **Guilty Plea advice**

We are obliged to give advice on the credit offered by the Courts for an early plea of guilty. This is not always a straightforward decision and you will be given advice on the strength or weaknesses of the evidence throughout your case. If you have any concerns regarding this issue please contact the Solicitor dealing with your case.

1. **Defence witnesses**

If your case is to be tried in either the Magistrates’ or Crown Court, you are expected to provide to the Court full details of any witnesses at the outset of the case or as soon as they are identified. To prepare your case, we need these full details as soon as possible so that we may speak to them.

1. **Storage of papers and documents**

After this matter, your file will be closed and all relevant documents placed in storage. It is essential that if you require the return of any of your papers or documents, you should inform us immediately and they will be returned to you. Should you require documents at a later stage, there will be an administrative charge of £10-£30 depending on the size of the file.  We will keep your papers in storage for a period of six years. After the appropriate time has passed, we will destroy the file unless you have advised us to the contrary in writing.

1. **Equality and diversity**

We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees. Please contact us if you would like a copy of our Equality and Diversity Policy.

1. **Client confidentiality and Data Protection Act 2018**

We have an obligation of confidentiality to you. Our use and storage of that information is subject to your instructions, the Data Protection Act 2018 and your legal privilege, meaning that anything you tell us cannot be disclosed to third parties without your express permission. Please note that while representing you, we may need to disclose information about you and your case to third parties, such as expert witnesses, barristers, or the Legal Aid Agency. We are subject to periodic checks by outside assessors for quality purposes.  This could mean that your file is selected for audit, in which case we would need your consent for inspection to occur.  All inspections are of course conducted in confidence. We will assume that we do have your consent unless you notify us, in writing, to the contrary.

1. **Complaints Procedure**

At Graham & Co we are committed to providing a high-quality legal service to all our clients. When something goes wrong, we need you to tell us about it. This will help us to improve our standards. If you wish to complain please contact Richard Graham at this office. The Managing Director Richard Graham personally investigates all complaints promptly upon receipt, we will respond within 5 working days to acknowledge your complaint. We will respond to your complaint within 21 working days. If we require longer to investigate then we will notify you as soon as possible. We have a complaint handling procedure, copies of which can be requested. Should you have any comments regarding our service you can contact the Legal Ombudsman at PO Box 6167, Slough, SL1 0EH.

The Legal Ombudsman will expect you to have given us a chance to resolve your complaint before they intervene. Normally you need to bring a complaint to the Legal Ombudsman within 6 months of receiving a final written response from us and within one year form the date of the act or omission about which you are complaining or one year from the date you should reasonably have known there were grounds for complaint. Please return the questionnaire that you receive at the end of the case so we can use your feedback to improve our service.

1. **Provision of Service Regulations 2009**

In accordance with the Provision of Service Regulations 2009 details of our Professional Indemnity Insurance can be obtained by contacting our office. We are regulated and authorised by the Solicitors Regulation Authority (SRA). The SRA Code of Conduct sets out the regulatory framework imposed on service providers such as ours. The current edition of the SRA Code is available on the SRA website at [www.sra.org.uk](http://www.sra.org.uk).