

What we need from you before we can proceed further -

1. Full name
2. Address
3. Date of birth
4. National Insurance Number
5. Ethnicity
6. Disability (if any)
7. Telephone number(s)
8. Email address

To make a payment please call 0207 624 7771.

We will require from you, or from the person paying your costs -

- (1) Form of Identification: Passport, UK Driving Licence, UK Identity Card.
- (2) Source of Income: A copy of your most recent bank statement and utility bill from the last 3 months.

We reserve the right to refuse to accept instructions if you do not promptly deal with providing the above ID clearance.

Reimbursement of costs

Any reimbursement when due can only be made to the same person and to the same account from which the payment was made.

Read our FAQ's

This document explains the terms applicable to private cases. We have not agreed to take your case on a legal aid basis unless agreed in writing with a Partner of the firm.

We also attach the standard terms and conditions applicable to all cases including legal aid cases.

You may also read our FAQs at the link below.

<https://www.jdspicer.co.uk/site/about/frequently-asked-questions/>

All the terms can also be found at –

www.jdspicer.co.uk/quote

Where a fixed fee is agreed, we will cover the work outlined in this document and our written communications with you. Please note that if full payment is not made in advance, we will not be able to represent you unless we have agreed an instalment plan in writing. The work will be undertaken by a member of our team. We will do our best to ensure that this is your preferred choice of team member, where possible but cannot guarantee this.

Work out of office hours

Work will be undertaken in normal office hours unless you have funded work out of hours, and we have agreed to this in advance in writing. In some cases, we will be able to offer advice on the same day or next day, but this is not always possible. We will aim to provide advice on the same day where we have agreed this expressly in writing unless unforeseen circumstances arise.

Deadlines

Unless you have told us about a timetable or deadline for an Appeal in advance in writing, we do not agree to meeting that deadline by accepting instructions unless one of our solicitors has expressly agreed in writing to meet that deadline. Administrative or paralegal staff or non-solicitor staff cannot agree to meet deadlines or Appeal dates. Please see the email header from the member of our team or visit our website for a list of our qualified solicitors.

Where work is commenced forthwith, then you have agreed to waive your rights to cancel this agreement within 14 days as the work and advice is of an urgent nature.

Instructions and advice

The work that we have been instructed to undertake on your behalf is set out in the correspondence and or emails sent to you. This is the work to which this document accordingly applies. The scope of our services will be agreed between us and confirmed in those emails or first letter.

We will not provide advice or further services in relation to any aspect of your case outside of the scope of the services already agreed. We will advise you on the offences you have instructed us on. If additional unrelated matters arise, then you will have to fund that work.

Scope of the work

We cannot specifically advise on complaints about the police, civil actions, your immigration status, employment law, family law or any matter other than criminal law and evidence. The advice will not cover suing any other party in a civil court. Where there is a potential impact on your profession and/or employment, DBS checks, we cannot provide regulatory or employment, advice. Some criminal allegations will have civil consequences where action can be taken against you for a court remedy or damages. We do not advise on the civil consequences of criminal allegations.

Deletion of your data by investigators

As part of our agreement, we do not advise on DBS checks and removing data from investigatory bodies such as the police, HMRC and the Local Authority etc.

Your property

Unless we have agreed in writing to advise on recovery of property, we cannot provide this advice or service to you.

Work beyond the funded agreement

In fixed fee cases we will only do the work that you have paid for. For example, if you have paid for 3 hours work, we will do up to 3 hours work. If less work is required, we will make no refund. If more than 3 hours work is required, you will have to pay for that time in advance. We try our best to accurately estimate how long it will take us to complete the required work. Some enquiries and work take longer than expected therefore we will have to request more fees.

The advice required will usually be provided in one meeting. This will be virtually or by telephone unless we have agreed a face-to-face meeting. We will not provide multiple meetings of a short duration unless this is strictly required, and we have agreed to this expressly in writing. This is because we offer cost effective advice and we have not factored in multiple meetings in low fixed fees.

The meetings will be at a mutually, agreeable time(s) that are suitable to our team.

You will have to fund travel time by agreement and costs if you require, and we agree to a meeting at any other location.

What we charge for in all cases -

- All calls with us and any party
- Emails and messages with us and any party
- Reading papers and all documents we receive.
- Preparing notes of our meetings.
- Considering any matter on your case
- Considering and applying the law to your case.
- Taking instructions and advising you
- Charging for the time of a second lawyer or paralegal in a meeting where required by us
- Listening and sitting in on any meeting with you or any party to your case.
- Travelling and waiting in connection with your case

We do not charge for administrative work such as drawing up a bill or going to the post office to post something to you.

Will your private fees increase?

We cannot quote for the entirety of your criminal law case from the first advice that you seek from us, through to any final appeal which can be months or years later. This is not possible, as we do not know how much work will be needed at each stage. We will do our best to guide you on the costs in advance where possible. Cost will escalate if the case does not conclude swiftly or as anticipated and we have given you a more detailed guide in the link below.

www.jdspicer.co.uk/site/our-fees/will-your-private-legal-costs-increase

The work required could increase and in turn your costs if the work agreed in the fixed terms or quoted hours is exceeded. This can happen for several

reasons e.g., you require more meetings and work than we had estimated for, or new or further evidence arises requiring consideration and instructions from you. Sometimes new lines of prosecution material arise(s), requiring more extensive work. Delays caused by any matters can also increase time and costs.

Our time spent increases with the following actions:

- Repeated calls or emails to us
- Obtaining information from the Police/CPS when they are not forthcoming
- Obtaining your notes from a duty solicitor
- Non-cooperation by any party we seek information from
- Non legible notes from former advisers/lawyers
- Voluminous consideration of documents

What is not covered under a fixed fee

A written full detailed advice letter or opinion rather than an outline client care letter about your case will not be covered unless we have agreed to do this work in advance as part of that fee.

Who will work on the case?

Unless we specifically advise you that one member of our team is working on your case, we work as a team. You can request a specific member of our team, but all members are suitably qualified to help you. This is because our work is of an emergency nature and our commitments can change. Even if we advise you that a certain member of the team will only work on the case due to the nature of our work, this can change, and we reserve the right to allocate a different member of our team and charge for this work. We will ensure that the work is conducted to the same high standard.

Fixed fees are non-refundable

Unless we have agreed hourly rates for work, we will represent you on a fixed fee basis. We will not complete work until the full agreed amount is paid, or an instalment plan has been agreed in writing in advance. In any event, for fixed fee work you must pay the full amount even if the matter does not go ahead or the work required is less than originally quoted.

For example, if we agree to do up to 3 hours work but the case concludes at 1.5 hours work. Fixed fee agreements work out lower overall for you than a high hourly rate. We do not always charge for every member of the team that has worked on the case.

This fixed fee is non-refundable, even if less work is undertaken or if the case does not proceed. This is because our fixed fee is lower than our hourly rates.

You can, if you wish, agree in writing in advance, to pay on an hourly rate basis as set out below.

In fixed fee cases, communications and calls are charged at a minimum of 6 minute each (unless the communication takes longer than 6 minutes to consider in which case, we charge actual time). We charge for all work including text messages and social media platform messages, such as through WhatsApp.

For example, if we have agreed to undertake 3 hours work as part of a fixed fee agreement. If 2 hours of this 3-hour period has been used during a face-to-face consultation with us, and then we subsequently exchange 10 emails, the remaining one hour of our agreed time will be used up. Each email equates to 6 minutes. Therefore, 10 emails will amount to 60 minutes of our time. In this scenario, any additional work beyond the agreed 3-hour period will have to be funded separately.

Our Representation and what we will do next

If you are due to attend the police station or court, we will guide you through the process including whether to answer questions. We will take you through the process, the law, evidence, and sentencing guidelines if necessary and the time covers this. The agreement will specify the amount of work that we will do.

If a court attendance is required, we will advise you on the process and what to expect at court. We can give you an opinion based on the evidence we have to reach this opinion. We can only do all the work required, providing we have adequate time in our agreement.

Representation at the police station under Legal Aid

We can attend the police station with you under the Legal Aid Scheme. Attendances at the police station are non-means tested, so everyone is entitled to free legal representation at the police station if for example they are to be interviewed.

Prior to the Covid-19 pandemic, attendance at the police station was almost always in person.

We currently attend most police station interviews in person as most police forces are insisting on attendance in person for lawyers. The policy of each police force is different and dependant on risks from Covid-19 or any other pandemic.

Some police forces are happy with virtual police station attendance by lawyers where it is suitable.

Under the Legal Aid scheme, we are required to assign a representative to attend the police station with you. The representative attending will be an admitted solicitor, a paralegal, a trainee solicitor, or Legal Executive.

Legal Aid normally only covers the physical or virtual attendance at the police station, if required, and a consultation at the police station before and after the attendance whilst at the police station. It does not cover separate meetings or work away from the police station to talk in advance or read evidence.

You have already had a duty or own solicitor advise you

If you have already had advice from your own solicitor on this matter within 6 months, you cannot receive advice from us. The only exception is if the original advice was from a duty solicitor, and it is necessary for you to change because you seek a specialist firm.

The benefits of private police station attendance

The Legal Aid Scheme does not extend to any attendances on you prior to and after the police station attendance for example at a separate meeting, however you can pay for this service on a private basis.

Some clients prefer a service whereby we discuss the case well in advance of the police station attendance with them and away from the police station in a private meeting.

We can also guarantee the attendance of a more senior or suitable solicitor/representative of your choice from our firm to attend the police station with our private clients, including virtual attendances.

These lawyers are not always available on legal aid, but we can agree fees in advance to arrange for them to represent you. We can arrange for senior lawyers to advise not only you, but also your family and out of regular hours if you consent.

We are flexible to your needs and requirements. If you would prefer, we can have a private meeting with you before your police station attendance to go through the case with you, and then cover your case at the police station under the Legal Aid Scheme or on a private basis.

We can also do additional work for you, such as interviewing witnesses and writing letters to the police to attempt to get the case dropped. With private work, we are generally able to do more proactive work and thoroughly prepare.

You only must pay privately if you want a private bespoke service. We can cover the case under legal aid if you require.

Court attendance

To qualify for legal aid, the case must be serious, and you must be financially eligible. Please see the Legal Aid Agency website for details of eligibility and financial limits. We can also provide you with further details. See our website front page.

Under the Legal Aid Scheme, the work our solicitors can do is restricted to what is reasonable. Solicitors undertaking legal aid work at court, or the police station may have multiple cases. You will be restricted to a solicitor that is available. You will not be able to have repeat meetings that you want but may not be strictly necessary. You may not be able to order expert reports that are not fully justifiable at public expense.

If you pay a solicitor on a private basis to attend court with you and carry out preparation, we will do all the work reasonably required, that we have agreed upon, you have paid for, and our professional rules allow. It is likely that you will receive a much more thorough service. You also have the freedom to choose and pay for whichever solicitor or barrister you wish. You can also select and pay for whatever experts you require. We can discuss this further if you require any clarification on the above.

Legal aid for court

You are under no obligation to accept a private service at court and if you qualify for a legal aid service, we can advise you on applying for legal aid. Applying for legal aid is displayed prominently on the front of our website.

<https://www.idspicer.co.uk/site/legal-aid-form/>

If you want us to do further work beyond an agreed period, then we can agree the fees with you.

Costs if the case does not go ahead

You will not receive a refund because we must open a file and keep that file for many years. Fixed fee agreements are non-refundable. Therefore, the fixed fee will still be payable, even if your case or police interview does not go ahead as

planned. If the date is changed by you or the police with 2 full working days' notice on one occasion (either you or the police) then we may agree to cover the police station attendance for the same fee for the same matter.

You will be required to pay an additional fee if we arrange to attend the police station, and the case is delayed to a different date or time. This can occur for many reasons not limited to police or human error, delays any party, weather, building maintenance, IT, lack of police resources or any other issues.

If after you have agreed the fixed fee, and the case concludes because the police or prosecution decide to withdraw or to discontinue, the Court decides to dismiss or stay the proceedings, we will retain the entirety of the fixed fee. If you change your mind or wish to transfer your case to another firm, for whatever reason, we will be entitled to retain the entire fixed fee. This includes us requiring withdrawing from your case for professional reasons.

In all cases the reason for this is we make our teams resources available to cover the advance cases we are instructed on, and we will not take on other cases to ensure that we cover the cases that we are instructed on in advance. We make staff available to cover your case. They do not take on other work for the dates your case is listed.

If this firm becomes professionally embarrassed, meaning that we are unable to continue to act for you due to our Code of Conduct, we will retain the full fixed fee. If you are successful at the end of your case and awarded a 'Defendant's Costs Order', you will only be able to claim back the value of the time we have spent on your case at legal aid rates.

For example, if we agree a fixed fee of £1,000 and undertake 2 hours of preparation work, you will nevertheless be liable to pay us the entire fixed fee sum. If you win your case at court and make a claim under a 'Defendant's Costs Order', you will only be able to claim 2 hours of preparation at legal aid hourly rates of around £45 per hour; a total of £90.

You must therefore think very carefully before agreeing a fixed fee with us.

If the court case is adjourned or date is changed

If you pay us a fixed fee to attend court on a particular day, and the case is adjourned, further fees will need to be paid for us to attend the adjourned court date.

If the case is adjourned with no less than two full working days' notice, we would not normally seek further fees unless further work was required because of the adjournment. For example, we must do extra work outside the scope of the work

agreed by the fixed fee or extra papers are served on us and the time you have paid for is insufficient.

You can opt for us to work on an hourly basis. If you wish to do so, please discuss this with us.

Reports from Doctors or Experts

As well as the charges made by this firm, disbursements such as the fees of barristers and experts, if instructed, will be added to your bill. We will discuss this with you and advise on these costs in advance. These costs must be paid in advance.

Travel costs

Our travel costs, if required, are not included in our fixed fees and that must be agreed separately. These costs must be paid in advance.

Hourly rate cases where fixed fees not agreed

Our current hourly rates are from as follows:

Partners - £400 per hour

Lawyer/Solicitor - £300 per hour

Trainee Solicitor/Paralegal - £200 per hour

We will bill you in units of one-tenth of an hour. There are 10 units in each hour. If you were represented by a Partner, for example, you will be billed £40 for each unit. These figures do not include VAT, which will be added to the bill. The hourly rate is reviewed periodically and may vary accordingly during your case.

For urgent or more complicated matters we will charge higher rates to be agreed.

VAT

Unless expressly indicated in writing the fees do not include VAT at the prevailing rate of 20%

Contacting us by social media messages, texts, chat platforms

We do not wish to communicate by social media messages. To contact us, please call our office or email us. We may not respond on these platforms as we do not agree to this method of communication.

If you are having any trouble contacting your adviser, email us at –

This will ensure a response or call our head office on 0207 624 7771.

Your responsibilities

It is your responsibility to provide us with clear instructions, to attend appointments, to provide us with up-to-date contact details and whenever required, to provide us with whatever material we may require assisting with your representation. You should be aware that the Criminal Procedure Rules require you to participate fully in the management of your case. We will advise you as the case progresses of what you are required to do. Failure to abide by the Criminal Procedure Rules may harm your defence case and there may be costs implications. For example, if the case has to be adjourned. We are required to be candid with the court as to your level of cooperation. This may require us to inform the court that you are not being cooperative if that were the case.

Our contact with family or associates

We do not provide your family members with information about your case unless we consider it necessary, and we do not accept your instructions through them. While we will of course act entirely in your best interests, we do not accept any liability, or responsibility to your family members.

If we do consult any family member about your matter, we will charge for that time even if it does not necessarily progress your case.

Whether or not you want to provide family members with details of your case or case papers is entirely up to you. We will only ever liaise with you directly unless we have agreed otherwise, and it is necessary to communicate with others.

Where you advise us to give some information to third parties about your case or to liaise with them about your case, we remind you that they are not our clients and that you remain our client. We will act in accordance with your instructions, but we are not here to advise third parties or ensure they understand what advice we are giving to you or them. Where possible, we will advise you and our duty is to you. If working with the third party is not necessary or leading to difficulty or communication difficulties with our lawyer, we will cease to act with that party. If you unreasonably refuse to agree to this, we will cease to act for you.

Privately paid counsel and/or experts

If you are paying for counsel and/or experts on a private basis as a separate cost and for any reason the trial collapses and a retrial is ordered, the original fee paid

for the first trial will not cover the subsequent retrial. A new fee will have to be arranged and paid in full prior to the trial date. If the case is adjourned and your original barrister is not available, more fees will have to be paid. Once a fee is agreed and the case is adjourned, you should assume that more fees will be incurred.

Please see the non-exhaustive list below of examples where this could occur:

- (1) Where there is a hung jury (jury cannot reach a verdict acceptable to the court) and/or a retrial is ordered
- (2) Where the presiding Judge becomes seriously ill and is no longer able to hear the case
- (3) A retrial following a tainted acquittal
- (4) An irregularity in former proceedings, which resulted in the tribunal or jury being discharged
- (5) The prosecutor becomes seriously ill and is no longer able to continue presenting the case
- (6) A key witness becomes seriously ill and is no longer able to attend court until further notice
- (7) A retrial in respect of a very serious offence where new and compelling evidence comes to light
- (8) A retrial is ordered by the Court of Appeal
- (9) A retrial could be ordered for an unforeseeable reason
- (10) The case is adjourned for any routine reasons or delays
- (11) Delays caused by pandemic, ill health of any party
- (12) Delays caused by flood, fire, natural disaster, terrorism, acts of god, extreme weather
- (13) The court being unable to operate due to any reason including health safety, maintenance or building works
- (14) Industrial action by any party in the proceedings that causes delays

Delays solicitor's costs

Delays are likely to increase the number of hours the solicitors will have to undertake, and their costs are likely to increase.

Payment on account

It is our usual practice to ask clients to make a payment on account of anticipated costs and disbursements. We will ask for full payment in advance and notify you.

We shall deliver bills to you at regular intervals for work carried out during the conduct of this case. Please see our terms of business for more information.

Private Cost Estimates

It is extremely difficult to estimate the amount of time that will be spent until the completion of proceedings.

In private criminal cases, preparation costs will be incurred at the following stages

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- Pre-arrest or voluntary interview if you seek advice from £500 to £5,000
- Arrest or voluntary interview from £750 to £5,000
- Post-arrest advice or representations to the police from £500 to £5,000
- Post-charge to first appearance at court from £500 to £5,000
- Interim hearings and sentence from £500 to £5,000
- Trial stage from £2,500 to £20,000 magistrates court, crown court from £5,000 to £50,000 for most cases. We will quote for complicated cases.

*These costs guide above exclude VAT and are only a general outline of costs only. They do not include barristers' fees, expert costs, travel, and accommodation costs etc.

The costs at each stage depend on the number of hours you wish us to carry out.

Initial costs estimates can increase once we are aware of the full extent of the issues involved. This is only an estimate. When the full extent of the issues involved are known, costs could increase as further work may be required by us. In criminal cases, we can give you estimates for initial advice, subsequent work, proactive work, attendance at court and police stations up to each attendance. We cannot estimate preparation for court accurately until disclosure is served in most cases and trial estimates are known.

Estimates are always fair and given in good faith, but unless otherwise has been agreed, our fees may be higher or lower than the estimates given. Where we have agreed a fixed fee, the estimated costs will be not lower than the fixed fee figure.

We will keep you updated about costs and further work required as the matter progresses. You will be notified *immediately* if it becomes apparent that we will have to spend substantially more time on this matter than was originally estimated.

Time Estimate

How long a case takes depends on the amount of work involved. A criminal case can often take quite a different shape from that envisaged at the time when it starts. Accordingly, it can be difficult at this early stage to give you an accurate prediction of the time it will take to conclude.

Based on our vast experience, we would expect matters to generally follow the below timetable:

Police station case	3-6 months (although more serious cases can take longer than 12 months)
Magistrates' Court (Guilty Plea)	1-2 months
Magistrates Court (Not Guilty Plea)	3-6 months
Crown Court (General Cases)	3-12 months
Crown Court (Serious Cases)	Up to 24 months

These are just a guide, there are multiple variables that can change these timeframes. As matters progress, we should be in a better position to advise you of the likely timeframes.

Cost Awards

Can I recover any of my private fees if I win?

You cannot recover your costs if the case ends prior to it reaching court. So, you cannot recover legal costs from the police, for example, unless you sued them. You would need advice from another specialist civil lawyer on this. It is unlikely that you will be able to successfully bring such a case in most cases. You should assume you will not recover any costs if the case concludes prior to a charge.

The court will not award any costs pre charge or summons to court.

The court will not award costs in any civil proceedings in a criminal court –

See below explanatory case law

<https://becket-chambers.co.uk/2018/06/21/costs-against-public-authorities-in-non-cpr-civil-proceedings-in-the-magistrates-and-crown-courts-heads-they-win-tails-you-lose/>

The court will have to be satisfied that it is reasonable to award costs.

The principle for litigants is that their costs are highly likely to be irrecoverable unless they can show unreasonableness on the part of the authority.

Where a defendant is successful at court (i.e., he is not convicted of the offence(s) he faces) he can apply for reimbursement of his defence costs. This is known as a Defendant's Costs Order. If successful, the costs are paid from public funds. The rules state that where a defendant is successful 'A defendant's costs order should normally be made unless there are positive reasons for not doing so, for example, where the defendant's own conduct has brought suspicion on himself and has misled the prosecution into thinking that the case against him was stronger than it was.' Where a defendant faces multiple charges and is convicted of some but not others, the court can still award costs in relation to those matters that were not proved.

One of the drawbacks may be that even if the application is successful, the costs that can be recovered are capped at legal aid rates. For this reason, it is extremely unusual for an acquitted defendant who has been paying privately for his defence to recover the costs of successfully defending himself, his lost earnings or otherwise, for time spent preparing his case. In addition, only individuals, as opposed to companies and other organisations, can recover these limited defence costs in the Crown Court and Magistrates' Court. The recoverable costs will be less than 10 to 20%, at best.

Can I use insurance to cover my expenses?

You can get Legal Expenses Insurance, but you must check this with specific insurers. It is sometimes referred to as Legal Protection Insurance or Legal Insurance. It is usually sold as an "add on" to existing insurance policies and would generally incur a small premium.

If you have LEI, you will not have to pay the up-front costs of legal representation. You can then pay for any solicitor or barrister you wish to represent you, even if you cannot afford it. This helps you access our more thorough Premium Private service.

Need to apply for Legal Aid private cases

Finally, to receive defence costs in the Crown Court, the defendant must have applied for legal aid and be deemed ineligible to receive it. Without a determination of financial ineligibility for legal aid, no costs can be recovered in the event of an acquittal.

Fees recoverable in respect of work done by advocates in the Crown Court will not exceed the fees set out in the relevant cost's rules and regulations. If you require more details, please ask us.

When appropriate, we will apply for a Defendant's costs order on your behalf, should the application be successful we will arrange to draft the detailed bill either internally or by instructing an external costs draftsman, our costs for undertaking this work is 5% plus vat of the profit costs recovered with a minimum charge of £200 plus vat plus the costs of an external costs draftsman. We will deduct such cost from any fees received by us.

We will not apply for a defence costs order on your behalf where we no longer act for you for whatever reason. This means that we will not apply for the costs order if you no longer instruct us and receive a costs order later in the proceedings.

By agreeing to our terms you also agree that the costs award is payable to this firm directly and we will reimburse the costs to you.

Costs if convicted

Where a defendant is convicted of an offence, whether he was found guilty or pleaded guilty, or is found to be in breach of a court order, the defendant can be ordered to pay such prosecution costs as the court considers just and reasonable. A costs order should be made where the court is satisfied that the defendant has the means and the ability to pay. The sum must be specified by the Magistrates/Judge when making the order.

The defendant is entitled to know the costs in advance: 'The prosecution should serve upon the defence, at the earliest time, full details of its costs to give the defendant a proper opportunity to make representations upon them if appropriate. If a defendant wishes to dispute all or any of the prosecution's claim for costs, the defendant should, if possible, give proper notice to the prosecution of the objections proposed to be made or at least make it plain to the court precisely what those objections are.'

What if I am Legally Aided?

Defendants' costs orders can also be made to defendants who have the benefit of legal aid if they are not convicted or are convicted of only some offences they face. However, if a defendant is legally aided, he cannot claim the costs of legal representation covered by legal aid, so any such claim is limited to personal costs directly related to the proceedings. This often means little more than travel expenses.

However, a legally aided defendant who has paid legal aid contributions can seek to recover these expenses through applying for a defendant's costs order.

Our contact with you

We prefer formal communication through email, telephone, or letters. We do not take instructions by text or through social media platforms. Please do not send us instructions by text. If you do, we will charge you as a message at 6 minutes unless greater time was incurred then we will charge that time.

Please do not send us supporting documents other than by email or hardcopy where requested. We require you to send all documents in a clear bundle or Word/PDF. We do not accept screen shots as we wish to avoid mistakes that can be made with viewing unclear screen shots. You will be required to provide the clear bundle in order. If the bundle it is not in order, we will charge for the time taken to organise this or understand the documents.

We will allocate a member of our team to have conduct of your case and confirm their details to you.

As we work as a team, it may be that other solicitors and clerks become involved in taking instructions and representing you at some stage in the proceedings, but this will be made clear to you when appropriate. The time they spend will be chargeable just as the main lawyer working on the file as all work is supervised by lawyers.

Partner responsible: Umar Zeb, who is a solicitor, a Partner, and the Crime category supervisor in the firm, will have overall responsibility for your matter.

Secretary: to be notified.

E-mail communications

In line with government policy to shift the Justice System to an entirely electronic system, we reserve the right to communicate with you by email only. We will obtain your email address at the outset of proceedings and if you do not have an email address, we will ask you to sign a declaration confirming your intention to create an email address within 48 hours and provide the details to us.

Communications over the Internet are not completely secure and if you do not wish for material to be sent to you by email, you must notify us in advance and arrange to collect the material on a mobile storage device supplied by you, personally from our offices. Viruses may be spread over the internet and with the use of mobile storage devices. We take reasonable precautions to prevent these problems by use of a firewall and virus checking software. If we are to communicate by E-mail, it is on the basis that you will do likewise. It is vital that you check your emails regularly as this is the main platform that we will use to communicate with you. We take no responsibility for the loss, theft or distribution of any confidential and legally privileged material sent to you electronically and the implications of the same; whether financial,

emotional, or otherwise. You must always remain vigilant and cautious of the risk of cybercrime and computer hackers. You must use a suitable anti-virus software, take precaution with passwords, be careful which public networks you allow to access your devices and ensure the utmost care with the data you have been sent.

Marketing

To the extent that such information is on the public domain, we may disclose in marketing material to prospective clients and to publishers of legal directories that we have been or were instructed on your case and provide details of the general nature of the case. To the extent that the information is not in the public domain, we may disclose material in a form that preserves your legal privilege and confidentiality. We reserve the right to use your contact details held on file with us and to send you marketing material from this firm. If do not wish to receive such material, please notify us in writing. Please refer to our Privacy Notice below for further details.

Identification

We are under a duty to identify our clients for the purposes of anti-money laundering legislation. We will use an approved secure external platform to carry out relevant checks. We are required to examine original identification documents and retain copies on our files. We cannot accept our costs from you without identification having been produced and we will usually remind you to bring the relevant documents to our office. Please note that we may be required to carry out background checks on our clients and to make further detailed enquires. We recommend that you attend our offices with your passport or driver's license and a utility bill or bank statement. If you do not have the type of identification we require, please let us know and we will advise on what alternative evidence may be acceptable. Please do not send us any funds until the identification procedures have been carried out.

Termination and ceasing to act for you

You may terminate your instructions to us in writing at any time. Equally in some circumstances, we may consider that we ought to stop acting for you, for example, if you cannot give clear or proper instructions on how we are to proceed and/or we cannot continue to proceed if there is a professional breakdown in our relationship.

We can stop acting for you if we cannot communicate with you properly because you do not accept or act on any of the advice that we give you. This is known as a breakdown in communications. It can occur when you do not read or listen to

us when we advise you. It can occur when you argue with us rather than considering what we advise. It can also occur if you intimidate our office staff or lawyers or harass our lawyers by bombarding us with calls or emails about the same issue unreasonably. This does not apply to you reasonably asking more questions or asking for clarity. Our professional rules require us to cease to act in such cases.

We remind you that we cannot mislead the police, the court, or any party in your case.

Please note that we cannot put forward any legal argument that has no basis as professional rules prohibit this.

We can only act with integrity and in accordance with professional rules. If acting for you is likely to breach these rules, we will not act.

Please note that we will charge you for the work we have carried out for you and the expenses we have incurred on your behalf. If you have agreed a fixed fee with us, we will retain the entirety of the fixed fee.

Similarly, you may terminate your instructions to us on a private basis and apply for legal aid, should you qualify, and should we determine we are able to take on your case under the Legal Aid Scheme. There is never an assumption that we may continue with the case if you decide to change from private to legal aid. If your case is transferred to another firm, we will retain the entire fee. If your case remains with us with the benefit of a Representation Order, in addition to expenses and counsel's fees, we will charge you the full fixed fee agreed.

How we use your data

We are registered as a Data Controller with the Information Commissioners Office. We will use the information that you give us to provide you with legal services, as per your instructions. We will keep your information confidential and will only use it for the purpose(s) for which it was provided or as is permitted in law, such as dealing with complaints or regulatory investigations.

If you are a client under the Legal Aid Scheme, we may be required to share some or all that information with the Legal Aid Agency. We may also share some or all your information with quality assurance auditors for the purposes of their assessment of whether we are adhering to quality standards. Any examination will be strictly controlled and will be shared for the sole purpose of ensuring that our handling of your matter meets the requirements of the quality standard.

We may have to share some or all your information with other third parties. This may include barristers, experts, and others who we need to instruct to assist us

with your matter. This includes the Legal Ombudsman if you complain about our service, and the Solicitors Regulation Authority, the statutory body that regulates solicitors. In doing so, we will always take care to ensure that your information remains confidential and safe.

You have rights under data protection legislation, including the right to be informed of what data we hold about you although it is likely that you will have provided us with such information. If you believe that the information, we hold is wrong or out of date, please let us know and we will update it.

We will only hold your information for as long as necessary to provide you with legal services and for only so long as we are required either contractually or under our regulatory obligations. This will generally be for no more than 7 years after the end of your case or matter. After this time, we will confidentially destroy all information that we hold about you.

Our full [Privacy Notice](#) is available on our [website](#) or upon request.

Complaints

We are authorised and regulated by the Solicitors Regulation Authority (SRA). We are committed to high quality legal advice and client care and aim to offer all our clients an efficient and effective service, and I am confident that we will do so in this case. However, if you would like to discuss how our service to you could be improved or the level of your bill if appropriate or should there be any aspect of our service with which you are not satisfied, please contact Mr U Zeb by email at uzeb@jdspicer.co.uk or by post to 140 Kilburn High Road, Kilburn, London, NW6 4JD. We have a procedure in place which details how we handle complaints, and this will immediately be sent to you.

Please note that complaints may only be made by you. We will not accept or deal with any complaints made by family members, relations or other parties associated with you unless you have given them full written authority and we are satisfied that it is necessary to deal with them and you directly. This is because in almost all cases they will not know what advice you have received or understand what we have advised you and the reasons. Our job is not to satisfy them that we have done a good job to carry out your instructions in accordance with our legal and professional obligations. We are also not there to advise a third party but only you.

If you would like to see a copy of our complaint's procedure at any time, please let us know and we will arrange for a copy of our procedure to be sent to you.

Legal Ombudsman

We are permitted a minimum of 8 weeks to consider a complaint. If for any reason we are unable to resolve the problem between us within that timeframe, you may ask the Legal Ombudsman to consider the complaint.

You are free to refer any complaint about our work, fees, or level of service but there are some conditions and time limits. Please be aware that any complaint to the Legal Ombudsman must usually be made within 6 months of you having received a final written response from us about your complaint. Complaints to the Legal Ombudsman must usually be made within 1 year of the act or omission about which you are complaining occurred; or within 1 year from when you should have known about or become aware that there were grounds for complaint. The Legal Ombudsman will not accept complaints where the act or date of awareness was before 6 October 2010.

For further information, please contact the Legal Ombudsman on 0300 555 0333 or visit www.legalombudsman.org.uk. The Legal Ombudsman may be contacted at PO Box 6167, Slough, SL1 0EH.

Solicitors Regulation Authority

If you think a solicitor might be dishonest or you have concerns about their ethics or integrity, you also have the right to notify our regulator, the Solicitors Regulation Authority (SRA). There are no time limits for making a report but there are limits on what the SRA will consider. Please note that the SRA is not able to deal with issues of poor service as complaints of this nature should instead be referred to the Legal Ombudsman. For further information about the SRA's role, please contact the SRA or visit:

<https://www.sra.org.uk/consumers/problems/report-solicitor.page#report>

Other Important Information

Please see the attached terms of business document which covers other important information including confidentiality, insurance, storage, and retrieval of files. Should you have any queries about anything in any of these documents, please raise them with us.

