



## SILVER SHEMMINGS ASH

CONSTRUCTION & REAL ESTATE LAW

### CLIENT CARE POLICY

**1. Treating Our Clients Fairly:** Client Care is at the centre of our Practice. It is part of our mission to ensure that at all times we provide cost effective, practical advice and support to our clients, enabling them to gain the maximum benefit from our services.

All staff have a duty to provide an excellent standard of service to our clients. This is true whether working for commercial clients or individual private clients. However we are aware that private clients may not have the same degree of experience with legal processes as do our commercial clients and we aim to be mindful of potential vulnerabilities.

#### 1.1 Client Needs

1.1.1 We will treat all our clients fairly and with respect

1.1.2 In all cases, we will:

- explain to the client, record on the file, and confirm in writing any limitations or conditions on what we can do for them, for instance due to the way that a matter is funded
- have proper regard to any potential vulnerability (e.g. incapacity, duress or disability) when taking instructions and during the course of the matter
- consider whether a conflict of interest is present or has arisen

1.1.3 We will tailor our support according to the needs of each client to ensure that the information we provide is appropriate

#### 1.2 Vulnerable Clients

1.2.1 For every client we will consider:

- whether they are used to dealing with law firms
- to what extent our standard client care letter is appropriate or whether further steps need to be taken to make sure they understand it
- whether they are in a position to make informed decisions
- whether they are vulnerable

1.2.2 All staff take into account whether a client should be considered as vulnerable.

Examples of this include where:

- the client does not speak or understand English
- the client has a physical disability
- we suspect the client is acting under duress or undue influence

In all cases we will consider how we can respond to the potential vulnerability to protect the client's interests

## **2 Protecting Clients' Interests**

### **2.1 Clarity**

2.1.1 Our fee earners must give their name and status (i.e. partner, solicitor, consultant, etc.) to clients and tell them the name and status of the person with overall supervision of their matter.

2.1.2 Fee earners will agree an appropriate level of service with clients, (for instance, agreeing how we will update the client on progress).

2.1.3 Updates may be by letter, email or telephone and we will agree with our clients how often they should receive these. We will explain our responsibilities and those of the client. This will be recorded on the matter file, confirmed in writing and will be included in our client care letter and terms of business.

### **2.2 Quality Of Service**

2.2.1 It is important that we provide our services to clients in a manner that protects their interests. This includes ensuring clients are in a position to make informed decisions about:

- the services they need
- how their matter will be handled, and
- the options available to them

### **2.3 Supervisors**

2.3.1 A Partner of the practice will be nominated to act as the supervisor of each matter we handle for clients. They will oversee the work carried out by our solicitors and consultants to ensure that it meets the high standards that we expect.

## **3 Costs & Payments**

### **3.1 Explaining Costs**

3.1.1 We expect to discuss costs and funding at the initial client meeting, or as soon as possible thereafter, and then confirm the details of the discussion in writing.

3.1.2 Our client care letter and terms of business cover the key costs and funding information that we are required to give to clients. However the general principles are as follows:

- our projected fees
- expected disbursements (including whether disbursements attract VAT)
- whether rates might increase during the period we are to be instructed
- whether we will charge if the matter does not proceed, (for instance if there is a settlement)
- whether the client has a potential liability for another party's costs
- how often the client will be provided with costs updates
- whether the client has set an upper limit on costs
- the payment terms and how and when costs are to be paid

3.1.3 We also inform our clients about:

- their right to challenge or complain about the bill, and
- the circumstances in which they may be liable to pay interest on an unpaid bill

## **3.2 Informed decisions**

3.2.1 It is expected that clients must be in a position to make informed decisions about:

- the services they need
- how their matter will be handled, and
- the options available to them

3.2.2 To be able to do so the client will need to be able to appreciate how much our services will probably cost and the potential outcomes of the matter (including their cost impact).

3.2.3 We will explain whether any costs or funding issues give rise to any limitations or conditions on what we can do for the client.

3.2.4 We can discuss alternative methods of funding costs if necessary.

3.2.5 We will review these points with the client as the matter progresses and if the client's instructions change or develop.

## **4 Referrals, Fee Sharing**

### **4.1 Referrals**

4.1.1 As a general principle we do not receive commissions or other financial benefits for managing instructions.

4.1.2 Similarly we will not accept any referrals that have a financial aspect to them or any fee sharing arrangements.

4.1.3 On occasions we will refer clients on to other firms. We do not take any financial benefit for this.

4.1.4 When a referral is necessary our client will be made aware of suitable providers. Choice of who to refer to will be justified after considering all of the following key aspects:

- Client matter and specific needs of the client.
- Feedback from previous referrals to that provider
- Particular relevance of the provider to the matter

4.1.5 In all instances where referral is necessary the following steps will be taken:

- The client is informed of what role the practice will take and what service they should expect from the new provider
- Any feedback from the client on the service provided by the new service provider will be recorded and reviewed
- Occasionally additional information with regards to advice or assistance already given, including relevant documentation, may be forwarded on to the new provider as well
- We will advise you, the client, of any cost implications of the referral

## **5 Complaints**

### **5.1 Complaints Policies & Procedures**

5.1.1 Complaints, including complaints about bills and those relating to equality and diversity, are handled in accordance with our complaints policy. All our staff have obligations in ensuring complaints are handled properly.

5.1.2 Fee earners will:

- tell clients in writing at the outset of their right to complain to the Legal Ombudsman (LeO) and how to do so (our client care letter and terms of business contain this information so we take every effort to ensure that all clients receive this before we begin work on their matter)
- promptly refer any complaints to the relevant Partner
- respond to any enquiries by the Partner in relation to a complaint fairly, openly and effectively
- comply with our complaints policy

## **6 Regulation**

### **6.1 SRA Code of Conduct 2011**

6.1.1 We conduct work that is regulated by the Solicitors Regulatory Authority (SRA).

6.1.2 Our client care letter and our terms of business contain information on regulations.

6.1.3 This means we must:

- consider whether we should decline or cease to act because we cannot act in a client's best interest (e.g. where there is a conflict of interest)
- refuse to act where our client proposes to make a gift of significant value to us, our family or another member of staff or their family unless the client takes independent legal advice

6.1.4 It also means we must not:

- act for a client when instructions are given by someone else or by only one client in a joint matter unless we are satisfied that the person giving the instructions is authorised to do so
- act for a client when there are reasonable grounds for believing that the instructions are affected by duress or undue influence unless we are satisfied that they represent the client's wishes
- cease to act without good reason and without reasonable notice
- discriminate unlawfully when accepting or refusing instructions

### **6.2 Confidentiality**

6.2.1 We have a legal and regulatory duty to protect our clients' confidential information. The protection of confidential information is a fundamental feature of our relationship with clients. This duty continues after the end of the retainer and even after the death of the client.

6.2.2 All members of staff, including support staff and consultants, owe a duty of confidentiality to clients. We make it clear that they must keep the affairs of clients confidential (including bills) unless:

- disclosure is required or permitted by law (e.g. under the Proceeds of Crime Act 2002—see our Anti-money laundering policy), or

- the client consents

### **6.3 Equality & Diversity**

6.3.1 We expect that all staff and those involved with providing services to, or via, Silver Shemmings Ash to adhere to the principles of our Equal Opportunities policy.

6.3.2 We encourage equality of opportunity and respect for diversity in our relationships with clients and others.

6.3.3 We will not discriminate unlawfully or victimise or harass anyone, including clients, and we must provide services to clients in a way that respects diversity. We must also not discriminate unlawfully when accepting or refusing instructions.

6.3.4 This means that we will not discriminate on the grounds of:

- age
- disability
- gender
- gender reassignment
- marriage and civil partnership
- pregnancy and maternity
- race
- religion or belief
- sexual orientation

6.3.5 We will make reasonable adjustments to ensure that disabled clients are not placed at a substantial disadvantage and will not pass on the costs of adjustments to these clients