



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 or not you qualify.

2. Magistrates Court and Crown Court

Legal Aid is available by applying to the Legal Aid Agency (LAA). This means that the cost of your representation will be free or mostly paid for pending your contribution. 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 if any. 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 would like representation, please see the section on private funding below.

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 have to 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 or 100% of your monthly disposable income (whichever is higher) for 5 month period.

The first contribution has to 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 have to 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 have no involvement 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 in 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 have to pay for your legal costs without assistance from public funding from LAA, Reeves & Co charge an set rate dependant on the case.

Police station cases not covered by Legal Aid:

- £500 for a 2 hour meeting
- £500 to £2000 for attending police station dependant on the case
- £100 for any administration additional to the above required

If your case stays at the Magistrates Court:

(Any price range is dependent on case complexity and will be confirmed before an invoice is created)

- Magistrates 1st Appearances - £700 - £1200 plus VAT
- 2 Hour Meeting - £600 plus VAT

TERMS AND CONDITIONS OF BUSINESS

- Bail Application - £500 plus VAT
- Sentence hearing - £600 - £1200 plus VAT
- Trials – Starting from £1800 plus VAT

If your case is transferred to the Crown Court:

(Any price range is dependent on case complexity and will be confirmed before an invoice is created)

- Bail application - £800 plus VAT
- PTPH - Range in price, starting from £1500 plus VAT
- Sentence - Range in price, starting from £1000 plus VAT
- Trial - Range in price, starting from £2200 plus VAT
- Other hearings - Range in price and will require an individual quote

Individual hourly rates of advice/ advocacy as follows: -

(A) Partner

- Attendance, preparation and advocacy - £200.00 plus VAT
- Travel and waiting - £100.00 plus VAT
- Telephone calls and letters - £20.00 plus VAT per call / letter

(B) Solicitor or Trainee Solicitor

- Attendance, preparation and advocacy - £150.00 plus VAT
- Travel and waiting - £75.00 plus VAT
- Telephone calls and letters - £15.00 plus VAT per call / letter

(C) Para-Legal / Clerk

- Attendance, preparation and advocacy - £100.00 plus VAT
- Travel and waiting - £50.00 plus VAT
- Telephone calls and letters - £10.00 plus VAT per call / letter

Other expenses we have to pay to conduct your case and travel are charged to you at what it costs us. 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.

Fixed fee matters, when quoted, will be clear on the number of conferences included etc. Any additional meetings or hearing will be charged using the above rates.

Defence Cost Orders

Defence Cost Orders (DCO's) allow you to recuperate some of the private costs paid should you be found not guilty. **YOU MUST BE REFUSED FROM LEGAL AID TO GET A DEFENCE COST ORDER.** If you would not like Legal aid submitted, it will be made clear that it will be highly unlikely you will be able to obtain a DCO.

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 provided that they applied for, and were determined ineligible for, legal aid.

Please note that should a DCO be granted it is likely you will only be able to recuperate Legal aid rates – it is likely this will be less than the amount paid privately.

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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.

2. Service Standards

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

We have advised you in connection with 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 particular 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.

3. 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. Any potential liability for costs under legal aid will be explained in the accompanying engagement letter.

4. 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.

5. Hours of Business

OFFICE HOURS - The normal hours of opening at our offices are between 9.00am and 5.30pm on weekdays.

OUT OF OFFICE HOURS - We operate a telephone deployment scheme. If you telephone the office, your call will be diverted to our Deployment Manager. If the call concerns an arrest, our Deployment Manager will immediately contact the first available Police Station Representative to assist you. If your call is non-urgent, then we would ask that you contact the office during office hours only.

6. 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 in possession of the full facts with regard to your case.

7. 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 doctor's note which states that you are unfit for court.

8. 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.

9. 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.

10. 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.

11. 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. In order to prepare your case we need these full details as soon as possible so that we may speak to them.

12. Storage of Papers and Documents

At the conclusion of 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 plus VAT 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.

13. 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.

14. Client Confidentiality and Data Protection Act 1998

We have an obligation of confidentiality to you. Our use and storage of that information is subject to your instructions, the Data Protection Act 1998 and your legal privilege, meaning that anything you tell us cannot be disclosed to third parties without your express permission.

Please note that during the course of 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.

15. Complaints Procedure

At Reeves & 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. Upon receipt, we will respond within 3 working days, setting out how your issue will be handled and a timetable will be provided for dealing with the issue.

We have a complaints 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 15870, Birmingham, B30 9EB.

The Legal Ombudsman will expect you to have given us a chance to resolve your complaint before it will get involved. Normally you need to bring a complaint to the Legal Ombudsman within 6 months.