

# Client Care Guide

Incorporating Terms and Conditions of Business  
Effective from 1<sup>st</sup> April 2024

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## 1 Introduction

This Client Care Guide and the accompanying letter of engagement set out our service standards and the terms of business on which we agree to act for you. If you have any questions about any of the information contained herein, please contact the person dealing with your case. By continuing to instruct this firm we shall be entitled to assume you have agreed to the terms and conditions set out here. For the purpose of these terms, “we” “our” “us” or “the firm” refers to Grahame Stowe Bateson LLP. 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 the firm.

Your contract is with Grahame Stowe Bateson LLP. There is no contract between you and any Partner, Member, employee or consultant of the firm. Any advice given to you (or other work done for you) by a Partner, Member, employee or consultant of the firm is given (or done) by that person on behalf of the firm and not in his or her individual capacity and no such person assumes any personal responsibility to you for the advice or other work.

## 2 About Grahame Stowe Bateson LLP

Grahame Stowe Bateson LLP, trading as ‘Grahame Stowe Bateson’ and ‘GSB’, is a Limited Liability Partnership registered in England and Wales under number OC448194. Our registered office is Portland House, 7 Portland Street, Leeds LS1 3DR.

We use the term ‘Partner’ to refer to a Member or employee of Grahame Stowe Bateson LLP who is a lawyer with equivalent standing and qualifications. A list of Members is available for inspection at our registered office. We are authorised and regulated by the Solicitors Regulation Authority (SRA) under SRA number 8006874. The SRA Standards and Regulations set out the regulatory framework imposed on regulated law

firms. Further information about the relevant Codes of Conduct are included on the SRA website [www.sra.org.uk](http://www.sra.org.uk).

In accordance with the Provision of Service Regulations 2009 details of our Professional Indemnity Insurance are available by contacting our registered office above. Our VAT number is 343 1828 65.

## 3 Service Standards

We aim to offer our clients quality legal advice with a personal service at a fair cost. As a start, we hope it is helpful to you to set out in this statement the basis on which we will provide our professional services. The firm sets the following standards:

- We will regularly update you with progress on your matter
- We will communicate with you in plain language
- We will explain to you the legal work required as your matter progresses
- We will update you on the cost of your matter, as appropriate
- We will update you on whether the likely outcomes still justify the likely costs and risks associated with your matter whenever there is a material change in circumstances
- We will update you on the likely timescales for each stage of this matter and any important changes in those estimates
- We will continue to review whether there are alternative methods by which your matter can be funded

In return, we request that our clients assume the following responsibilities:

- To provide clear instructions
- To notify us of any important time limits
- To respond to communications from us promptly and to attend arranged appointments
- To notify contact details, change of address, telephone numbers etc. promptly
- Help us plan our working day. Unless it is urgent, write to us rather than telephone and make an appointment if you want to see someone.

## 4 Hours of business

The normal hours of opening at our offices are between 9.00am and 5.00pm on weekdays. Messages can be left via voicemail outside those hours and appointments can be arranged at other times when this is essential.

## 5 People responsible for your work

The person responsible for dealing with your work and the person responsible for the overall supervision of the matter will be set out in the engagement letter. We will try to avoid changing the people who handle your work but if this cannot be avoided, we will tell you promptly of any change and why it may be necessary.

## 6 Legal Aid

If your matter is funded via legal aid, the terms and conditions may differ according to the type of matter and legal aid cover which 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.

## **7 Storage of case papers and electronic media**

We will keep your file of papers in storage for not less than six years except those papers that you ask to be returned to you. This also applies to documents stored electronically. After that, storage is on the clear understanding that we have the right to destroy your file after such period as we consider reasonable without further reference to you. We will not destroy the documents you ask us to deposit in safe custody. No charge will be made to you for such storage unless prior notice in writing is given to you of a charge to be made from a future date which may be specified in that notice.

If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval. However, we may make a charge based on time spent at our lowest charge out rate for producing stored papers or documents to you or another at your request. We will also charge for reading, correspondence or other work necessary to comply with the instructions given by you or on your behalf. The charge will be calculated at the rates applicable at the time you give us further instructions.

## **8 Termination**

You may terminate your instructions to us in writing at any time, but we will still be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. If at any stage you do not wish us to continue doing work and/or incurring charges and expenses on your behalf, you must tell us this clearly in writing. We may only decide to stop acting for you if we have good reason, for example, if you do not pay an interim bill, fail to provide us with instructions or if a conflict of interest arises. We will tell you the reason and give you notice in writing.

## **9 Data protection/UK GDPR**

We use the information you provide primarily for the provision of legal services to you and for related purposes including updating and enhancing client records, analysis to help us manage our practice, statutory returns and legal/regulatory compliance. Our use of that information is subject to your instructions, data protection law and our duty of confidentiality.

Please note that our work for you may require us to pass on such information to third parties such as expert witnesses and other professional advisers, including sometimes advisers appointed by another party to your matter. We may also give such information to others who perform services for us, such as typing or photocopying. Our practice may be audited or checked by our accountants or our regulator, or by other organisations. We do not normally copy such information to anyone

outside the European Economic Area, however, we may do so when the particular circumstances of your matter so require. All such third parties are required to maintain confidentiality in relation to your files.

You have a right of access under data protection law to the personal data that we hold about you. We seek to keep that personal data correct and up to date. You should let us know if you believe the information we hold about you needs to be corrected or updated. The person at the firm with overall responsibility for data protection compliance is the Data Protection Partner, Richard Walters, email [rwalters@gsbsolicitors.com](mailto:rwalters@gsbsolicitors.com). The firm is registered with the Information Commissioner. Further information regarding data protection and privacy is available from the Information Commissioner's Office [www.ico.org.uk](http://www.ico.org.uk).

Under the General Data Protection Regulation (UK GDPR) you, as a data subject, have a number of rights. These include the right to be informed, the right of access, the right to rectification, the right to erasure, the right to restrict processing, the right to data portability and the right to object. Further information about these rights is set out on the ICO website referred to above and in our privacy policy at [www.grahame-stowe-bateson.co.uk](http://www.grahame-stowe-bateson.co.uk).

We may receive personal data from you for the purposes of our money laundering checks, such as a copy of your passport. These will be processed only for the purposes of preventing money laundering and terrorist financing, or as otherwise permitted by law or with your express consent. You consent to us retaining such data for longer than the five-year statutory period, unless you tell us otherwise.

If you send us personal data about anyone other than yourself you will ensure you have any appropriate consents and notices in place to enable you to transfer that personal data to us and so that we may use it for the purposes for which you provide it to us.

## **10 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.

## **11 Communications**

We shall communicate with you in the most effective way, as agreed between us. 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.

## **12 Identity, disclosure and confidentiality**

The law requires solicitors to get satisfactory evidence of the identity of their clients and, sometimes, people related to them. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money. To comply with the law, we may need to get evidence of your identity as soon as possible. If you cannot provide us with the specific identification requested, please contact us as

soon as possible to discuss other ways to verify your identity.

We set out below the forms of identification that are acceptable. These items will, of course, be returned immediately by way of Recorded Post for your security.

**One item to be produced from each list:**

**List A**

1. A current valid full Passport.
2. A signed Employer's ID card bearing a photograph.
3. An Armed Forces Identity Card
4. A full UK Driving Licence.

**List B (items must show the Applicant's name and address)**

1. Bank Statement no more than 3 months old
2. Credit Card Statement no more than 3 months old
3. Utility Bill no more than 3 months old (not a mobile phone bill)
4. National Insurance Card
5. Paid Council Tax bill
6. Government Benefits Book
7. DVLA Vehicle Tax Disc reminder

We are entitled to refuse to act for you if you fail to supply appropriate proof of identity for yourself or for any principal whom you may represent. We may arrange to carry out an electronic verification of your identity if we consider that a saving of time and cost will be achieved by doing so.

Solicitors are under a professional and legal obligation to keep the affairs of the client confidential. This obligation, however, is subject to a statutory exception: legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency (NCA). Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a disclosure. If, while we are acting for you, it becomes necessary to make such a disclosure, we may not be able to inform you that it has been made, or of the reasons for it, because the law prohibits 'tipping-off'. Where the law permits us, we will tell you about any potential money laundering problem and explain what action we may need to take.

External firms or organisations may conduct audit or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files. We may need to disclose your information to third parties (such as barristers, accountants or government agencies) to enable us to handle your affairs. We may also need to permit third parties (such as our auditors and the Solicitors Regulation Authority) to have access to your information for administrative or regulatory purposes. We may also outsource work. This might be for example costings, research and preparation to assist with your matter. Information from your file may therefore be made available in such circumstances. We will always aim to obtain a confidentiality agreement with the third party. We will not otherwise disclose your information to any third party unless permitted or required to do so by law. If you do not want your file to be outsourced please tell us as soon as possible.

## 13 Limits on our liability

Our liability to you for a breach of your instructions shall be limited to £3,000,000.00, unless we expressly state a higher amount in the engagement letter accompanying this Guide. We will 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. We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence.

## 14 Client care and complaints

Always tell us if you are not receiving the service that you hoped for. We must trust and understand each other. We want to know if you are dissatisfied. We can try to put it right. Mention it first to the person looking after your matter. If you are still unhappy after that, then please contact the Supervising Partner by post, telephone or email (contact details are provided on our letterhead or website [www.grahame-stowe-bateson.co.uk](http://www.grahame-stowe-bateson.co.uk)) explaining what action you want us to take. The Supervising Partner will then deal with the matter in accordance with the firm's complaints procedure, a copy of which is available to you upon request in addition to being on our website.

We have eight weeks to consider your complaint. If we have not resolved it within this time, or if you are not happy with our handling of your complaint, then you can have the complaint independently looked at by the Legal Ombudsman who is responsible for investigating complaints about service issues with law firms.

The Legal Ombudsman expects complaints to be made to them within one year of the date of the act or omission about which you are concerned, or within one year of you realising there was a concern. You must also refer your concerns to the Legal Ombudsman within six months of our final response to you. Contact details for the Legal Ombudsman are as follows:

Address: PO Box 6167, Slough SL1 0EH  
Telephone: 0300 555 0333  
Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

The Solicitors Regulation Authority (SRA) can help you if you are concerned about a solicitor's behaviour. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic. Further information is available at: [www.sra.org.uk/consumers/problems/report-solicitor](http://www.sra.org.uk/consumers/problems/report-solicitor).

## 15 Provision of instructions/joint instructions

Unless we are acting for you personally you should tell us, at the outset of a matter, who is properly authorised to provide us with instructions. For the avoidance of doubt, we are not under any obligation to accept instructions from parties whom have not been authorised by you.

If we are instructed by more than one person or more than one representative of a company or other body, which is our client, we are entitled to act on the

instructions of any one of such persons and to correspond with any of such persons unless otherwise agreed.

In this situation there will be no rights of confidentiality between such persons or representatives so that all information and documents can be shared with any one of you. If there is a difference of opinion on your instructions you may need to be separately represented and if a conflict of interest arises between you or your representatives, we may have to cease acting for both or all such persons or companies.

## **16 Applicable law**

Our relationship with you will be governed by English law and will be subject to the exclusive jurisdiction of the courts of England and Wales. However, we may bring legal proceedings in any other jurisdiction, including the jurisdiction where you are domiciled or based, to recover fees or other sums payable to us.