

**Hart Brown LLP trading as**



**HART BROWN**  
**SOLICITORS**

**Terms of engagement**

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THIS DOCUMENT IS AVAILABLE IN LARGER TEXT ON REQUEST

## Introduction

Hart Brown Solicitors is the trading name of Hart Brown LLP, a Limited Liability Partnership registration number OC 425835 regulated by the SRA number 658593.

This booklet includes our terms and conditions, and our complaints handling procedure. It also tells you about our standard of service, who can instruct us, and the identification we need for you to get matters started. The booklet needs to be read with our letter of engagement (and any separate estimate or confirmatory letter or e-mail) to show how we will work together.

## Our service

We are committed to providing you with a high standard of service and advice.

To achieve this, we will:-

- Listen, understand and try to help you achieve your goals.
- Make you aware of your options.
- Be clear about our fees and give you as accurate an estimate of the likely cost as we can at the outset.
- Keep you informed, tell you how long we expect matters to take, and update you regularly on progress.
- Act and advise you as quickly as we can.
- Co-operate with all parties involved.

To enable us to provide the best possible service, we need you to:-

- Tell us what you want to achieve, and your expectations.
- Respond quickly to our requests for information or documents.
- Let us know immediately if anything related to your matter changes.
- Work with us to agree and achieve realistic timescales.
- Help us to keep working for you by paying our invoices on time.
- Let us know if you do not think we are providing you with the service you expect.
- Let us know if there is anything you do not understand or would like explaining.

We try to be available for our clients as often as possible. Please note:-

- Our official office hours are between 9am and 5pm on Monday to Fridays excluding Bank Holidays. Contact can be made outside these times by arrangement with your advisor.
- Our offices will be closed between Christmas and the New Year, and for occasional staff training days.
- Your advisor may not always be available due to holidays, illness, or other commitments. You will be allocated a new advisor if your advisor is absent for longer periods of time.
- You can always contact your advisor's assistant or secretary when your advisor is not available.
- Please use direct dial telephone numbers for a faster service.
- We encourage the use of e-mail.

## Who can instruct us?

We need to establish at the outset who can give us instructions on your matter.

### Individuals (or groups of individuals)

Each instructing party must sign and return the signature page of our engagement letter or e-mail the required confirmation. If you are an individual and you would like us to take your instructions from a third party, we will require your written authority on this point.

### Organisations

We will take it that we can receive instructions from any officer of an organisation. Please let us know if this is not the case or there are other individuals with authority to instruct us.

## Client Due Diligence

We are required to undertake Client Due Diligence for each client and for each and every new matter opened.

This will require reference to documents, the use of electronic verification confirming identity, current address and for other regulatory requirements, for which checks we charge an administration fee.

If you are an individual, and we are taking instructions from a third party, we will need to identify them by reference to documents confirming identity and current address.

In the case of a business and other organisation, we will need to identify both the legal entity and the people involved.

We charge admin fees as follows:

£20 plus VAT for Client Due Diligence for each client / individual

£20 plus VAT to check the source of funds; and

£20 plus VAT to check a GB Business report and a Business Sanctions check.

### Who needs to be identified?

- Each of our individual clients.
- Any agent, intermediary or representative you appoint to give us instructions
- The instructing partner for a partnership and the other partners in a partnership of three or fewer partners.
- The instructing officer for any UK private unlisted company or limited liability partnership.
- The instructing director for any well-known company.
- Any shareholder with a holding of 25% or more.
- The instructing trustee for any trust or foundation, and at least one other trustee if more than one.

### Are there additional requirements for identifying legal entities other than individuals?

We will obtain standard identification documents but might need to see other documents depending on the legal entity. We will tell you if this is necessary.

### What original documents do we need?

A current signed passport or photo card driving licence or birth certificate AND a council tax or utility bill, or a current bank or building society or similar statement, or a house or motor

insurance certificate, or a benefit book or firearms certificate. Bills and statements must not be more than three months old.

No other document is usually necessary if we see a passport AND photo card driving licence.

If there is a problem providing two of the necessary documents, let us know. We will tell you what alternative arrangements can be made.

#### **What action do the individuals to be identified need to take?**

Unless our Letter of Engagement states that we already hold the required documentation, please visit one of our offices with your original documents. If you are unable to do this and are UK based, we will require from you documents certified by a lawyer or chartered accountant as being true copies of the originals and that the photograph shows true likeness to the individual. For an overseas client, we will require documents as for a UK based client but certified by a notary public or lawyer in a well-established legal practice in the relevant country. These documents must be sent to us direct by the certifying party with sufficient evidence to enable us to verify their identity by reference to a professional directory. If we have questions, we will then be able to contact the certifier direct. Alternatively electronic verification may be requested.

#### **What will we do when you have taken the above action?**

- We will store the certified documents on file and electronically.
- We will undertake the electronic verification checks referred to above. This will be carried out either by us directly or we will ask you to carry out the check electronically (for example by using a smartphone). If we ask you to carry out the check, we will explain this further and send you a link by email or text message to enable you to proceed with the check.
- We will check the source of your funds for any transaction.
- We will review matters throughout the relationship with you as circumstances might change.

### **Our terms and conditions**

#### **1. Definitions**

The words below are defined as follows:-

**"Our terms"** means these terms and conditions which may be amended from time to time.

**"Our letter"** means our letter of engagement letter and any separate estimate or confirmatory letter or e-mail detailing your matter, your lawyer, the likely cost and timescale.

**"Our agreement"** means our letter and our terms which form the agreement between us for your matter.

**"Your matter"** means any separate matter, work, case or transaction handled by us on instructions from you.

**"You"** or **"your"** are references to the client or clients identified for each matter in our letter and references to **"we"**, **"us"** or **"our"** are to Hart Brown LLP or any successor.

**"Cancel"** means that you want our agreement to be treated as if it had never been made.

**"Contentious Business Agreement"** means an agreement for work to be done before a court or arbitrator where the amount to be charged is known or can be calculated at the start.

**"Other supplier"** means any other professional person or organisation instructed in connection with your matter including any barrister, accountant, planning expert, expert witness, tracing agent, estate agent or surveyor.

#### **2. Application of terms**

- 2.1. Our terms apply to all work we do for you as our client.
- 2.2. We will send confirmation of your instructions when you ask us to do any work or provide legal advice. Our letter and our terms will form our agreement for that work.
- 2.3. We will say in our letter (or separately in writing) who we understand our client is for that work.
- 2.4. If there is any inconsistency between our letter and our terms, our letter will prevail.
- 2.5. Before we start work, we will describe the service we understand you want and we intend to provide.
- 2.6. The work we do for you may have tax implications. We will not give you any tax advice or take tax implications into account unless you ask us and we confirm to you in writing we will do this.
- 2.7. There may be occasions we have to decline instructions. We reserve the right to do this.

#### **3. Our team**

- 3.1. You will be allocated an advisor who will deal with your matter. We will tell you about the advisor and their assistant or secretary. Not all of our advisors are solicitors.
- 3.2. A partner will be responsible for supervising your matter but may not be fully familiar with the work. Our letter will inform you of the supervising partner.
- 3.3. Others may become involved for specialist knowledge or other reasons.

#### **4. Fee Terms**

- 4.1. Our letter will include or confirm an estimate of the likely cost for the work and state the hourly rate for your advisor. If other members of our team become involved, their work will be charged at their hourly rates. We will tell you these beforehand where practicable.
- 4.2. Unless there is an agreed fixed fee for the work, our charges are based on the time involved, complexity and value of the matter, its urgency, its importance to you, the extent to which the law involved is routine or unusual, the seniority and experience of your advisor, and the place where and time by when any work has to be done.
- 4.3. If we have agreed a fixed fee for your matter, this will be the amount payable. If we are not able to do the work for a fixed fee, we will give an estimate. Our estimate will be an indication only and not a fixed price for the work.
- 4.4. Any fixed fee work is done on the basis there are no unforeseen complexities or significant developments. A new estimate will be given for that work if these occur.

- 4.5. Work agreed for a fixed fee will be payable in full. We may offer (at our discretion) a partial refund if the matter does not complete.
- 4.6. You authorise us to give your accountant or external auditors any information they request and we are entitled to charge you for the time we spend doing this.
- 4.7. We will provide you with regular updates on fees and expenses incurred (and likely to be incurred) if your matter is long running.
- 4.8. All estimates and fixed fees apply only to the particular matters to which they relate on the basis of the facts given to us and (unless we tell you otherwise) are given on the basis the work will be standard, no particular speed is needed, you only wish to be updated from time to time and on significant developments, you will respond quickly and fully to all requests from us, and you will not contact us unreasonably often. Any change in the work or circumstances might result in a change to our charges. We will tell you if this happens. We record time in units of six minutes.
- 4.9. All ancillary charges will be set out in our letter or cost estimate, or advised to you in writing in advance. Photocopying will be charged at £0.50 per A4 sheet and £0.70 per A3 sheet. We will let you know if these will cost more.
- 4.10. Standard first and second class UK postage for our correspondence is included in our fees. The cost of all other postage including large items is not included in our fees and will be charged to you separately plus VAT. If you require (or it is in your best interest for) any item to be sent by courier, that cost will be charged to you separately plus VAT.
- 4.11. VAT and your expenses will be payable in addition to our fees.
- 4.12. Our hourly rates are reviewed on 1 April each year. We will tell you of any changes and update any estimates as necessary.

## **5. Expenses**

- 5.1. We will tell you in our letter all expenses we can reasonably predict. We will inform you if other expenses become known. We will usually try to agree with you in advance any significant expense not included in our letter. We will also usually need you to pay an expense before it is incurred but you agree to reimburse us on request if we pay this on your behalf. It is not always possible to know in advance how much a barrister or expert will charge for their work. You will pay any extra when the amount is known. You authorise us to incur all expenses relevant to your matter
- 5.2. Our charges excluding VAT for money transfers:
  - BACS transfer (£15)
  - UK CHAPS transfer (TT) (£45)
  - International money transfer (£60)
- 5.3. Our charge for cancelling a cheque or telling you a cheque has not been met on presentation is twenty pounds (£20) plus VAT plus any fee charged by our bank.

## **6. Timing of bills**

- 6.1. Bills may be issued:
  - For residential property matters, on exchange of contracts (or completion if there is no prior exchange of contracts) or on a matter aborting.
  - When agreed, for estate or trust matters.
  - For other matters, monthly, on completion of any stage, or when the matter or our agreement comes to an end.
- 6.2. We may issue periodic or interim bills which will be payable in full.

## **7. Payment of bills and expenses**

- 7.1. You agree to pay all reasonable sums on account of fees and expenses we ask you for from time to time. Payments on account are not intended to be the amount chargeable for the matter or an estimate. We will be entitled to stop work until all requests for money on account and bills have been paid.
- 7.2. Bills are payable immediately. If a bill has not been paid when due, we will be entitled to charge interest on the balance outstanding at the rate of 4% above the base rate for the time being of HSBC Bank PLC compounded quarterly. Interest at that rate will be payable both before and after any judgment.
- 7.3. Payment can be by credit or debit card (up to five thousand pounds (£5,000)), or electronic transfer. We do not however accept credit or debit cards payments for anything other than bills or money on account.
- 7.4. You authorise us to use any money we hold for you to clear or reduce any outstanding bills, expenses or interest due to us.
- 7.5. You agree to pay us in full all fees and expenses when due even if they are greater than the amount you might recover from a third party and they delay or fail to pay.
- 7.6. We will be entitled to keep your papers and documents until we have been paid in full for all work done for you.

## **8. Limit on fees and expenses**

You can restrict the amount of fees and expenses we incur for you by confirming in writing the limit you would like to set. We can stop work when this limit has been reached if you do this. We will only resume work when all fees and expenses have been paid and any new authority (with or without limit) has been given by you.

## **9. Duration of our estimate**

Estimates or quotes for work are available for you to agree for twenty-eight (28) days from when given.

## **10. Authority to give instructions**

- 10.1. Unless you tell us otherwise in writing, we will assume we can act on oral or written instructions given by any person referred to in our letter or under any separate form of written authority
- 10.2. If we act for a number of joint clients, we will assume unless you tell us otherwise that we can act on the instructions of

any one of you on the understanding that the instructions are from all of you.

## **11. Joint clients**

You will be jointly and individually liable under our agreement.

## **12. Money Laundering Regulations**

- 12.1. We must check your identity at the start of a matter and from time to time thereafter.
- 12.2. We reserve the right under the Money Laundering Regulations to stop work without giving any reason.
- 12.3. We might be required to disclose information to relevant authorities regarding suspicion of money laundering or other criminal offence. You agree we will not be liable to you for any loss or damage you might suffer as a result nor will you complain of any breach of confidentiality unless we have not acted in good faith.
- 12.4. We will be entitled to charge for any checks we have to make on the source of the funds if you deposit money direct into our bank account.
- 12.5. You agree to answer fully and honestly all of our questions about your financial affairs, the source of your funds, and any aspect of the work which might involve money laundering.
- 12.6. You agree we may have to conduct checks with an electronic verification service provider or credit reference agency who will record any searches on your file. This information may be used by other credit agencies for making decisions about you and those associated with you.

## **13. Data Protection**

- 13.1. We will process and store your data, and respect your data protection rights, as detailed in the privacy notice we have provided to you.
- 13.2. We may give our insurers (if necessary for the legitimate interests pursued by us) and all relevant regulators (if necessary to comply with a legal obligation to which we are subject) all relevant data concerning a matter where there is a claim, complaint or circumstances that could lead to either and, to this extent, you waive our duty of confidentiality and agree that each relevant file can be copied in whole or in part to our insurers and regulators.

## **14. E-mail**

- 14.1. We will use e-mail if you give us an e-mail address unless you tell us otherwise in writing. We need to inform you that (because of the way the internet works, and as this is insecure) using e-mail might result in us transferring personal information to countries outside the European Economic Area.
- 14.2. E-mails can become corrupted. We do not accept liability for any change or corruption (including the addition of any virus) made to an e-mail after we have sent it. Please tell us if you prefer to have paper confirmation of advice as our charges might increase if we are required to send this.

## **15. Intellectual property**

We will be entitled to all intellectual property rights in connection with anything created for you including advice or documents. Although you may make a copy for your use, you may not show or distribute the original or a copy to anyone without our written consent.

## **16. Credit**

We are not in the business of giving credit. We monitor the position of each client on each matter and across all matters.

## **17. Payments to Hart Brown LLP**

- 17.1. We accept payments by credit card, bank card or bank transfer. We cannot accept any cheque or cash payments.
- 17.2. You must not pay any cheque, or bank draft direct into our bank account. We might have to send a report under the Money Laundering Regulations if this happens and stop the work we are doing for you.
- 17.3. Any money sent must come from an account in your name. If we receive money from anyone we have not identified, the funds will be frozen until the payer has been identified and the involvement and source of funds of that person explained satisfactorily. This could take time and result in additional work (which could affect your matter) and expense.
- 17.4. We cannot accept payment from a bank outside the UK or European Economic Area unless we give you prior written consent.
- 17.5. We may require evidence of the source of funds before we can accept any payment.
- 17.6. If we receive money for your account from a third party and they become involved in any kind of insolvency, you will pay us immediately any amount we have to refund to any insolvency practitioner including any trustee in bankruptcy, administrator or liquidator.

## **18. Interest on money held by us**

- 18.1. Except for the first fifty pounds (£50) and as listed below, we pay interest on money held for a client (or group of clients) in our client account for a particular matter. Any such interest will be paid on completion of the matter and calculated on a daily basis from the date the funds are cleared until we make payment. Except for the first fifty pounds (£50), the interest will be payable at the HSBC Bank client deposit account interest rate for the money held. If the money is transferred to a separate deposit account, we will pay the interest earned on that account.
- 18.2. We will not pay interest on money held:-
  - for a professional expense when the intended recipient has requested a delay in settlement
  - for the Legal Aid Agency
  - by us as stakeholders if we are entitled to the interest as stakeholders
  - If we are acting for a liquidator, trustee in bankruptcy, Court of Protection deputy or trustee of

an occupational pension scheme to which statutory rules and regulations will apply.

18.3. You agree the amount calculated by us will be in full settlement of your entitlement to interest.

## **19. Extent of our liability**

19.1. Subject to what we say below, we are only liable to you for the proper performance of the work described in our letter and any other work we agree in writing to do.

19.2. Nothing in our terms will affect your statutory rights if you are a consumer nor exclude or limit our liability for death or personal injury, fraud on our part or any person in Hart Brown LLP, reckless disregard of our professional obligations, or (for work done under a Contentious Business Agreement) negligence or our responsibility as solicitors.

19.3. When your matter has been completed, we will be under no obligation to tell you of changes in the law which might affect you or your matter, nor are we obliged to remind you of any important dates.

19.4. As far as permitted, all conditions, warranties and other terms implied by law are excluded from our agreement.

19.5. Subject as mentioned in this section, we will not be liable to you for any indirect or consequential loss or damage (however caused) and our total liability to you (including interest and costs) will be limited to:-

- three million pounds (£3,000,000) for professional liability
- five million pounds (£5,000,000) for public liability
- five thousand pounds (£5,000) for any other liability

19.6. To the extent permitted by law or the requirements imposed on all solicitors, we will not be liable to you for any loss resulting from fraud on the part of any person not in Hart Brown (including identity fraud) or for any loss resulting from the effect of a computer virus or other computer attack except to the extent that the loss was caused by negligence on our part.

19.7. If we are acting as part of a team of professionals, our liability will be limited to a fair share of the total loss and damage having regard to the fault of the other professionals.

19.8. The relevant limit on our liability will apply to all claims arising from one act or omission, or a series of related acts or omissions, or the same act or omission in a series of related matters.

19.9. Our work does not include checking any legal document received from you or a third party unless you have instructed us to do this or the document is essential to achieve your objectives. We are entitled to assume that such document does what it is supposed to do.

## **20. Termination**

20.1. You can bring our agreement to an end at any time by letter or (at our discretion) e-mail or telephone.

20.2. We will be entitled to end our agreement by giving you reasonable written notice if:

- You do not pay any bill within thirty (30) days of the bill date or money on account within fourteen (14) days of our request or for any other substantial reason; or
- We are required to stop work for you by law or any competent authority or
- we deem you to be in breach of our 3<sup>rd</sup> Party Harassment Policy

20.3. We will have to end our agreement if any conflict of interest arises.

20.4. Our agreement will come to an end if you (or either or any of you) are made bankrupt or have a winding-up or administration or receivership order made against you or enter into any voluntary agreement as soon as we become aware of this.

20.5. We will be entitled to be paid any fixed fee and (in all other cases) for the work done if our agreement comes to an end before the matter has been completed.

20.6. You appoint Hart Brown LLP as your attorney (following termination of our instructions) to serve and file any notice of change (to enable you to act in person) in any court action and you agree to pay the costs of having our name removed from the court record.

20.7. Our terms will remain in effect after our agreement has come to an end apart from our obligation to do further work.

## **21. Papers and deeds**

21.1. We will send you any important documents when we have finished your matter but may destroy any copy. We will keep your file (or a copy) for a minimum period of six years on the understanding that at any time after we have your authority to destroy this.

21.2. We are entitled to keep a copy of the paper file if you ask for the original because this is necessary for the legitimate interests pursued by Hart Brown LLP. We may keep the original or (as the case may be) the copy paper file and the relevant electronic data for the longer of six years and the limitation period applicable to the nature of the matter and your status plus (in either case) twelve months because that is necessary for the legitimate interest pursued by Hart Brown LLP. After that, although we are entitled to destroy these records then, you consent to our keeping the paper file (or the copy as the case may be) and the relevant electronic data indefinitely.

21.3. We are entitled to keep all accounting data relating to a matter for at least six years as this is necessary for compliance with a legal obligation to which we are subject.

21.4. We reserve the right to make a reasonable charge if you ask us to retrieve your file from storage after the matter has been completed, or answer questions, or send the file or any document to you or someone at your request.

## **22. Liability to others**

All rights under our agreement are for the benefit of (and can only be enforced) by either of us. The provisions of The Contracts (Rights of Third Parties) Act 1999 do not apply.

We are under no duty to anyone other than you even if your aim is to benefit another person.

## **23. Problems**

We aim to provide you with a service which is effective, efficient and good value for money. If you have any problem, please speak with your advisor. If you prefer not to raise the matter with that person (or the problem is not solved to your satisfaction), contact the department manager or supervisor referred to in our letter. If you are still not happy, we will co-operate fully if you refer your complaint to the Legal Ombudsman. Our complaints handling procedure is set out below.

## **24. Severability**

- 24.1. If any of our terms (or any part) are found to be invalid, unenforceable or illegal for whatever reason, the rest of our terms will remain in full force and effect.
- 24.2. If any part of our terms would be valid, enforceable and legal if part were deleted, our terms shall apply with whatever change is necessary to make them valid, enforceable and legal.

## **25. Confidentiality**

- 25.1. We will keep your information confidential except as required by law or if you authorise us expressly or by implication to disclose this. It is implicit in our dealings with any other supplier working on your matter that we are required to give confidential information to the extent necessary to enable them to do their job.
- 25.2. Some of our photocopying is done by an external supplier. Please tell us if you object to this as there may be a risk to confidentiality.
- 25.3. We have obligations to mortgage lenders. You authorise us to give any mortgage lender involved in your matter all relevant information we have about you.
- 25.4. Our duty of confidentiality will be waived if we are required to make a report to the National Crime Agency. We will not be able to continue work on your matter without permission from the National Crime Agency.
- 25.5. Our duty of confidentiality will also be waived, and you agree to us sharing with our insurers, their or our professional advisers, any relevant information (including personal data) appropriate or necessary to respond properly to any complaint or claim you make or intimate against us or if we are concerned we might have been negligent or in a conflict of interest situation. You agree we can provide our regulator (The Solicitors' Regulation Authority) and the Law Society with information either might seek and whether specifically or as part of a more general enquiry.
- 25.6. Some of our client files need to be examined in detail by internal and external auditors so we can maintain a quality service. You agree to this but can withdraw your consent to this in writing at any time.

## **26. Other suppliers**

If we have to instruct any other supplier in connection with your matter, we will be doing so as your agent. You will be responsible for their fees but will reimburse us immediately if we discharge these. Such suppliers will be responsible to you for their advice and actions.

## **27. Equality and diversity**

We are committed to promoting equality and diversity in our dealings. Our written policy is available on request.

## **28. Law and jurisdiction**

Our agreement is governed by the laws of England and Wales. Only the courts of England and Wales can rule on these.

## **29. Transfer of rights**

We will be entitled at any time by written notice to transfer our rights, duties and obligations under our agreement to any relevant successor of Hart Brown LLP (or relevant part) provided that the successor has all necessary professional and regulatory approvals. You agree to this and will at our expense deal with all reasonable requests we make in that connection.

## **30. Codes of conduct**

We are obliged to honour the SRA Codes of Conduct. This is part of the SRA Standards and Regulation which can be found on the website of the Solicitors Regulation Authority.

## **31. Insurance distribution**

We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at [www.fca.org.uk/firm/financial-services-register](http://www.fca.org.uk/firm/financial-services-register). Gerard Saunders at Resolution House Riverview Walnut Tree Close Guildford Surrey GU1 4UX is the Hart Brown insurance distribution officer and the person with overall responsibility for our insurance distribution activities.

## **32. Cancellation**

This paragraph only applies if you are a consumer (not a business) and our agreement is not made at one of our offices. You will have a statutory period of fourteen days from the date of our agreement within which to cancel. We invite you to ask us to start work during the cancellation period by signing the signature page of our engagement letter (or sending us an e-mail) to this effect. We can start work immediately if you do this and will be entitled to be paid for the work done and expenses incurred. You will not lose the right to cancel unless we complete the work during that period. Otherwise, we will not be able to start work for you until the cancellation period has ended.

## **33. Changes to our terms**

- 33.1. These terms supersede any earlier terms or conditions agreed with you and will apply to the work referred to in our letter and all subsequent work we do for you in the absence of an express agreement to the contrary.
- 33.2. It may be necessary for us to change our terms. A copy of any amendments will be notified to you in writing if these affect the particular work we are doing for you.

## Our complaints handling procedure

### Your feedback

Please tell us if something has gone wrong or you are not happy with our service. The sooner we know there is a problem, the sooner we can try to resolve this.

You have a right to complain about any aspect of our work including our services and charges and data protection matters. We will treat any concern as a complaint unless you mention this informally and are happy with an apology. All complaints will be dealt with promptly, fairly and free of charge.

### How can you complain and to whom?

Please tell the person dealing with your matter if you have a complaint and describe your concerns as precisely as you can.

If we are not able to resolve your concerns immediately, we will:

- acknowledge these in writing within seven working days; and
- write to you with our response within twenty working days

If you are not happy with our response, you can ask the department manager or supervisor named in our engagement letter to review the handling of your concerns and our response. Your request must be received by us within three months of the date of our response. The department manager or named supervisor will acknowledge your request within seven working days of receipt and write to you with the outcome of the review within twenty working days of receiving your request.

### Summary of the contact details for a complaint

- Firstly, to the person handling your matter; and
- Secondly, to the department manager or named supervisor.

### What happens if your complaint has not been resolved to your satisfaction within (8) eight weeks?

We will inform you in writing eight weeks after the date on which we received your complaint;

- of your right (if you qualify) to complain to the Legal Ombudsman, and the time frame and full details of how to contact the Legal Ombudsman; and
- if a complaint has been brought and our complaints handling procedure has been exhausted:
  - (i) that we cannot settle the complaint;
  - (ii) of the name and website address of an alternative dispute resolution (ADR) approved body which would be competent to deal with the complaint; and
  - (iii) whether we agree to use the scheme operated by that body.

Any complaint to the Legal Ombudsman must be made within one year of the act or omission complained about or within one year on which you were first in a position to realise there could be grounds for a complaint but in any event within six months from our final response letter. Generally, you will qualify if you are an individual or (if small) a business, charity, club or trust.

You will need to refer to the website of the Legal Ombudsman for the detail but the address is currently: PO Box 6167, Slough, SL1 0EH – the telephone number: 0300 555 0333 – and the e-mail address: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk).

### Bills

You can complain about your bill using the above procedure. If the bill is in respect of contentious work, you can have the bill assessed by the Court but, if you do this, the Legal Ombudsman service cannot be used for that matter in respect of the amount charged. Please note that interest will be payable on any bill (or part) not paid promptly. We can also usually keep your papers and documents until we have been paid in full.

### Data Protection complaints:

You can use the above procedure to complain to us about Data Protection issues e.g If a data breach has impacted you; about how long we retain your personal information; about our response to your Data Subject Access Request or other privacy rights request; about the accuracy of information we hold about you; about the security measures we have in place to protect your personal data; if you believe we have profiled you; or any other data protection matter.

### Our quality records

Each complaint will be recorded on a central register. This is audited regularly to ensure that appropriate action is being taken. The register also helps with a regular review of our quality standards.

### Negligence

If you think the person dealing with your matter (or Hart Brown LLP as a firm) has been negligent, please tell us. The Professional Negligence Pre-Action Protocol is a national procedure for dealing with negligence claims against professionals. This (and not our complaints handling procedure) will apply if you want to make a claim for negligence.

We may not be able to continue acting if you make such a claim as a conflict of interest is likely to arise under our professional code of conduct. You may need to instruct another firm to finish the work and advise generally.

### Ongoing improvement

We will identify the cause of any problem and, where justified, offer appropriate redress. We will learn from all complaints and correct unsatisfactory procedures. Even if you do not mention anything while we are doing the work, you will have an opportunity to tell us about our service when the work has been finished. Please complete and return the satisfaction questionnaire we will send you. We want to raise our standards for the benefit of all clients and need your help to achieve this.

Each legal practice must appoint a Compliance Officer for Legal Practice (COLP) whose duties are to ensure the firm complies with all relevant legislation and regulations including the requirements of the Solicitors Regulation Authority (SRA) Handbook and Codes of Conduct. The COLP must report to the SRA all material breaches of the Handbook and Codes, and any other serious misconduct, on the part of anyone in the firm. The COLP has no function in handling complaints other than to monitor complaints to ensure there have been no material breaches, and report any such breaches.



Nigel Maud at Resolution House Riverview Walnut Tree Close Guildford Surrey GU1 4UX is the Hart Brown COLP and the person with overall responsibility for our complaints handling procedure.