

Client care

Leverets is an entity providing the services of barristers and solicitors of which Rupert Butler is the Head of Legal Practice. Leverets is a trading name of Leverets Advocacy Limited, registered in England and Wales with company number 10923919. Our registered office is at 44a High Street, Sevenoaks, Kent, TN13 1JG. Leverets is licensed by the Bar Standards Board of England and Wales. BSB Entity number is 181741.

1. Standards

Leverets undertakes to give you a reliable, prompt, and responsive professional service.

If you have any problems, please let us know straight away (see “Complaints” below).

2. The basis on which Leverets carries out professional work

Leverets is the incorporated business of Rupert Butler, who is a barrister regulated by the Bar Standards Board of England and Wales, and Stephanie Davies who is a solicitor regulated by the Solicitors Regulation Authority.

Stephanie Davies, Jodie Quinton, Owen Vanstone-Hallam and Rupert Butler are the people that you instruct to carry out the work covered by a service agreement, although there may be times when in order to provide you with the best possible service:

- Rupert Butler shall be entitled to use barristers, solicitors and paralegals to undertake work on your case, subject to his supervision and at his professional risk (for economy and efficiency Stephanie Davies and/or Jodie Quinton and/or Owen Vanstone-Hallam, all Solicitors, may also be acting on your case);
- it is necessary to instruct someone else, such as another Barrister or Solicitor, to undertake work on your case.

There may be times when Rupert Butler’s professional commitments clash. If a possible clash of commitments arises (meaning that Rupert Butler will not be able to work on your case), he will do the following:

- warn you as soon as possible and ask you how you would prefer to continue,
- suggest the name of another Barrister or Solicitor (of a suitable level of seniority and expertise),
- help you find another Barrister or Solicitor to continue working on your case,
- assist you to engage that Barrister or Solicitor.

Leverets will do its best to avoid any clash of dates.

3. The work Leverets will carry out

The work you are instructing Leverets to undertake is:

- general advice regarding the dispute;
- direct correspondence with counter-parties, or related parties;
- representation in negotiations/mediation/court proceedings.

If, on examination of the workload you require, it is clear that this agreement is not suitable then there will need to be a different agreement between us.

4. The range of Leverets' work

Generally, Barristers advise on the law, draft documents for clients to use, and appear on behalf of their client before courts or other dispute resolution tribunals. As Leverets is licensed by the BSB to 'conduct litigation' it can also do everything that a Solicitor can do, except hold your money on your behalf (as opposed to being paid).

If you are a member of the public, the Bar Standards Board's Public Access Guidance for Lay Clients is enclosed <https://www.barstandardsboard.org.uk/uploads/assets/20f0db2a-a40c-4af9-95b1b9557ad748e9/Public-Access-Guidance-for-Lay-Clients.pdf>

This will help you to understand how the Public Access scheme works and explains how you can use it to instruct barristers directly.

5. Circumstances when Leverets may not be able to act for you

In all professional work Leverets must follow the standards and code of conduct published in the *BSB Handbook* and, in particular, Parts 2 and 3 (2nd edition) and Rules C25 and C26.

As a result, if Leverets consider that a Solicitor needs to be separately instructed in your own interests or for some other professional reason, then Leverets will no longer be able to act for you other than on the instructions of a Solicitor.

6. Fees

Set out below are the applicable chargeable rates:

- advisory, correspondence, telephone calls and drafting work will be at the rate of:
 - Rupert Butler £350.00 per hour plus VAT (divided into 6-minute units of billing),
 - Steph Davies £250.00 per hour plus VAT (divided into 6-minute units of billing),
 - Owen Vanstone-Hallam £175.00 per hour plus VAT (divided into 6-minute units of billing),
 - Jodie Quinton £150.00 per hour plus VAT (divided into 6-minute units of billing).
- Rupert Butler accepting an instruction to appear as an advocate will also be £350.00 per hour plus VAT - which charge will also apply to all preparatory hours, including waiting and travelling,
- travel to meetings, or conferences, are charged at cost of travel and ½ hourly rate for the time taken,
- charges are reviewed on 1 January of each year and apply prospective increases only.

At the end of this letter is a note on different types of funding options for litigation.

7. Responsible individuals

Where you, the client, is a private company, it is our usual practice to require one or more of the directors or shareholders ('responsible individuals') to be potentially personally responsible for payment of Leverets' fees and expenses. Whilst we would normally expect payment by the company, we reserve the right to recover payment from responsible individuals.

If there is more than one responsible individual, liability is joint and several, which means that each of them is individually responsible for paying the full amount of our fees and expenses - although, if that were to occur, that individual would normally have the right to recover a share from the others.

The liability of 'responsible individuals' is a primary, rather than a secondary, liability. This means that we are entitled to claim against responsible individuals directly, without having made claim against the company. We would only do this if absolutely necessary. Where Leverets has two, or more, counterparties to this contract then their liability shall be a joint and several liability for the whole of the fees incurred.

8. Limits of liability

Leverets carries professional indemnity insurance cover with BMIF up to a maximum level of £2,500,000.00, which shall be the absolute limit of its liability to you under any circumstances. If you do not feel that this cover is sufficient for your case, then you must notify Leverets whereupon we can investigate whether it is possible to increase cover and/or amend this limitation of liability clause. Any such amendments will not be validly made unless recorded by both parties in writing.

This contract is with Leverets and no individual, or employee of Leverets, contracts with you personally, or assumes legal responsibility to you personally, for work performed on its behalf, including Rupert Butler who has no personal liability to you outside this contract under any circumstances.

All communications with you in the course of Leverets' work, whether oral or written, shall always be treated as having been sent or made on behalf of the company. Leverets accepts no responsibility other than to you.

9. Communications

Leverets will communicate by any reasonable method, such as post, email, and telephone, but it is not able to accept any responsibility for the security of communications unless you wish to agree a specific protocol.

Unless you request otherwise, on entering into a contract it is accepted that Leverets may deliver bills to you (including interim bills) by any of post, hand, email or other electronic messaging service, for which purpose an electronic signature under the hand of a Director of Leverets will be good and sufficient warrant of authority.

10. Documents

It is agreed that:

- Leverets is entitled to keep copies of any documents you supply for its professional records, which it shall do for at least 7 years after the date of the last item of work performed; and,
- Leverets will return all your original documents to you when the work you have instructed us to do has been performed, but only if all fees due and owing have been received in cleared funds, otherwise Leverets may elect to exercise a lien over them until full payment has been received.

11. Data protection

As a general rule Leverets is a data controller in respect of personal data that you give us in relation to our services. We will comply with the Data Protection Act 1998 and the General Data Protection Regulation in connection with all personal data that we receive from you relating to the services.

Our use of that information is subject to your instructions, applicable data protection laws and regulations and our duty of confidentiality. Unless it is in accordance with our instructions from you, we will not disclose personal data, except as required by law. We will take all reasonable steps to ensure that appropriate technical and organisational measures are in place to protect the security of personal

data. We refer you to our Data Protection Policy, which is published on our website and which is incorporated into these terms and conditions.

12. General obligations

The information which you give Leverets will be received in professional confidence. The only exception is that statutory and other legal requirements may cause us to disclose information which we have received from you to governmental or other regulatory authorities and to do so without first obtaining your consent to such disclosure or telling you that I have made it.

The contract will be governed by English law, and any dispute will be subject to the jurisdiction of the English courts.

13. Money-laundering and proceeds of crime

In order to comply with The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and the Proceeds of Crime Act 2002 (and any subsequent amendments) (the 'Regulations') we are required to satisfy ourselves that we are not unwittingly involved in money laundering or terrorist financing. The legislation contains comprehensive requirements regarding client identification, record keeping and mandatory reporting. These requirements are embedded within our client inception procedures. We refer you to our Money-Laundering and Terrorism Policy, which is published on our website and which is incorporated into these terms and conditions.

14. Warranty of Authority

By entering into this contract, you, the signatory, warrant that you are authorised to instruct Leverets and that you have disclosed all relevant matters that may affect the decision to represent you, or the party whom you represent. You also promise that if you cease to have authority to instruct Leverets then you will inform us forthwith and indemnify Leverets in respect of any loss or damage that flows from your lack of authority.

15. Conflicts of Interest

By entering into this contract, you, the signatory, warrant that you have brought to Leverets' attention any actual or potential conflicts of interest. You also promise that if you become aware of any actual or potential conflicts of interest then you will inform us forthwith and indemnify us in respect of any loss or damage that flows from the fact of conflict.

16. Equal Opportunities and Discrimination

Leverets adheres to all current Equal Opportunities and Anti-Discrimination legislation and so we invite you to state if there are any facts or circumstances you would like to draw to our attention about yourself, or any reasonable adjustments that you would like to be made while providing services to you.

17. Termination

Leverets reserves its position to cancel this contract with you forthwith if, at any time:

- you are in arrears of payment of fees, or have refused, or failed to secure, compound, or otherwise reach satisfactory terms of past or future payment;
- you have failed to respond to reasonable requests for instructions, information, or documents;
- continuing to act would place Leverets, or Rupert Butler, at risk of being in breach of any legal or regulatory duty under which Leverets, or Rupert Butler, are licensed to provide legal services;

- there is an actual or perceived risk of a conflict of interests;

without prejudice to any of rights existing under the common law of contract.

18. Your Right to Cancel

If you are a consumer then you have a right to cancel this agreement under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 within 14 days without giving a reason.

The cancellation period will expire after 14 days from the day on which the contract is entered into.

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail to the contact details provided on our letterhead.). To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

If you cancel this contract, we will reimburse to you all payments received from you.

We will make the reimbursement without undue delay, and not later than 14 days after the day in which we were informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

If you requested us to begin the performance of services during the cancellation period, you shall pay Leverets an amount which is in proportion to what has been performed until you have communicated to me your cancellation from this contract, in comparison with the full coverage of the contract.

19. Complaints

Leverets hopes you will be happy with the professional services provided. However, if you are not satisfied, you should first refer to Leverets' complaints procedure. If you would like a copy of the complaints procedure, please ask, or refer to the website.

If for any reason Leverets' complaints procedure is not able to deal with the problem, you may make a complaint to the Legal Ombudsman's service, or to the Bar Council of England and Wales.

For further details about how to make a complaint to the Legal Ombudsman (LeO), including guidance about the new scheme rules that came into effect in 2015, please contact the Legal Ombudsman directly at:

Legal Ombudsman
PO Box 6806
Wolverhampton
WV1 9WJ
Email: enquiries@legalombudsman.org.uk
Phone: 0300 555 0333
Website: www.legalombudsman.org.uk

A guide to the new scheme rules that came into effect in 2015 can be found on the Legal Ombudsman's website at:

<https://www.legalombudsman.org.uk/media/mvzfqf0a/scheme-rules-april-2019.pdf>

Frequently Asked Questions concerning the new Legal Ombudsman can be found on the BSB's website:

<https://www.barstandardsboard.org.uk/complaints-and-professional-conduct/concernsabout-a-barrister/>

You can also search the decision data on [LeO's website](#). This shows providers which received an ombudsman's decision in the previous 12 months, and whether LeO required the provider to give the consumer a remedy.

Funding Options

Below are details funding options available to people who wish to bring or defend litigation.

You can fund a claim by any one of the following methods:

1. 'No win, No fee'

There are two types of "no win no fee" cases:

- Conditional fee agreements (CFAs)
- Damages-based agreements (DBAs)

General points to remember:

- in both cases, your lawyer will only get paid if the case is successful. If you lose your claim, your lawyer does not get paid, your lawyer should properly explain all funding options available to you before you decide whether or not to instruct them in a "no win no fee case", your lawyer should also set out all the agreed terms in writing and provide you with a copy.

Conditional fee agreements (CFAs)

If your claim is successful:

- your lawyer can claim his or her costs plus a "success fee",
- you do not necessarily receive 100% of any compensation awarded as you will have to pay the success fee to your lawyer,
- the "success fee" can be up to 100% of your lawyer's costs, however in personal injury cases, this is limited to 25% of the damages awarded (excluding any damages for future care and loss),
- the losing side will have to pay your lawyer's costs and any expenses that you may be liable to pay as part of your legal costs,
- it is possible to insure against the risk of paying the other side's legal costs.

It is therefore very important that your lawyer properly informs you at the very beginning of the success fee that will be payable if you win your case and any premiums due for insurance.

Remember, if you lose your claim:

- you do not receive any award as your claim has not succeeded,
- you do not pay your lawyer's fee (unless you have breached your no-win, no fee agreement),
- you may be liable to pay your opponent's costs. Your lawyer should advise you of the likelihood of this happening at the start of your case and as your case progresses.

If you are unsure of your position in relation to these potential costs, you should ask for an update from your lawyer.

Damages-based agreements (DBAs)

- These are also known as "contingency fee arrangements" and differ from CFAs in that if your case wins, your lawyer will be paid by taking a percentage of the compensation you are awarded. If your claim is successful:
- your lawyer gets paid by taking a percentage of the amount of compensation you are awarded. Legally, your lawyer can only take a maximum of 25% if your case is a personal injury case. If you are pursuing an employment claim, the maximum is 35%,
- you will be able to claim from your opponent your lawyer's costs that have actually been incurred, but only up to the maximum amount that you have had to pay to your lawyer out of your compensation award. In other words, say you receive £5,000 in compensation arising from a personal injury claim, and under the terms of your DBA contract with your lawyer, your lawyer gets paid by taking 25% of your compensation award. In terms of claiming your lawyer's costs from your opponent, you cannot simply claim the 25% amount you have paid to your lawyer - the claim for costs must be based on the actual amount of costs incurred by your lawyer. For example, say your lawyer's actual costs amount to £800, this is the amount which is claimable rather than £1,250 (which is 25% of your compensation award of £5,000). Despite only recovering £800 from your opponent, you will still be liable to pay the remainder of your lawyer's costs under your agreement with them - in this example, you would be liable to pay the difference of £450.00.

If you lose your claim:

- you do not receive any award as your claim has not succeeded,
- you do not pay your lawyer's costs,
- you may be liable to pay your opponent's costs. Your lawyer should advise you of the likelihood of this happening at the start of your case and as your case progresses. If you are unsure of your position in relation to these potential costs, you should ask for an update from your lawyer.

Remember:

- your lawyer must inform you at the outset of the percentage that will be deducted from a compensation award if your claim wins,
- the percentage charges vary between different lawyers so you should shop around to find the best one for you.

2. Legal Expenses Insurance

Some household buildings and contents insurance may include a legal expenses policy. Sometimes officers and employees are covered by policies of insurance. If so, this may cover your legal fees for your claim, whether or not you win or lose. The policy may also pay for charges that occur during the case, such as expert's fees.

A Certificate of Insurance or Policy Schedule will usually state if it includes a legal expenses policy.

3. Public liability or Professional Indemnity Insurance

Depending on your business you may be covered for risks associated with your claim.

4. Trade Union

If you are a member of a Trade Union or other similar organisation, they may cover the cost of your claim.

5. Legal Aid / Public Funding

Legal aid funding helps people get access to justice and legal advice services. People who are eligible to receive it can get help with: benefit appeals; debt, if someone's home is at risk; special education needs; housing; discrimination issues; help and advice for victims of domestic violence, issues around children taken into care.

The Legal Aid Agency runs the legal aid scheme in England and Wales, and people who are eligible for legal aid can use a free and confidential national advice service called Civil Legal Advice (CLA). You can find out more about CLA at www.gov.uk/civil-legal-advice or contact CLA on 0845 345 4345.

6. Private Fee Payment (pay as you go)

If you decide to fund your claim yourself, you will be required to pay the cost of the case as it progresses. If you win, you should recover the majority of your costs from your opponent.

7. Third Party Funding

An external funder agrees to fund the cost of litigation, including an opponent's costs if the claim is unsuccessful, but will expect to receive a multiple of the costs funded out of any sums awarded.