

Driscoll Kingston

S O L I C I T O R S

88 Church Street Liverpool L1 3HD

Telephone: 0151 236 6093 Fax: 0151 236 9184

Re: Your Housing Disrepair Claim

This letter sets out our standard terms and conditions that will apply to the case that we are handling for you. It is an important document and you should set aside some time to read through it and make sure that you understand it. Solicitors must give certain information to clients and this is set out in this letter. In this letter, you will find details of the service that we aim to provide to you; what to do if you have any concerns about the way we are handling your case; things you need to do to enable us to represent you to the best of our ability. We will also explain legal fees and expenses.”

We want to reassure you that the other side expects you to use a solicitor. Equally, they expect to pay most of your legal costs as part of any settlement.

This letter contains important information and you should keep it safe so that you can refer to it in the future. To help you to work through the letter, we have divided it into sections and a table of contents appears below:-

- 1.0 Who is our client
- 2.0 Special Needs
- 3.0 What is our client’s objective in instructing us
- 4.0 What do we do / what don’t we do, including details of our service standards
- 5.0 What are the duties on us during this case
- 6.0 What is our assessment of your case on what we know now
- 7.0 What are the next steps in the case
- 8.0 Timescales
- 9.0 Who will be handling the case for you
- 10.0 E-mail communication
- 11.0 Costs
- 12.0 Conditional Fee Agreements
- 13.0 Disclosure of Relationships
- 14.0 Commissions and Additional Fees

Partners James R Driscoll LLB (Hons)
Karla Kingston LLB (Hons)
Eilish Cullen LLB
Associates Joanne Bold

Opening Hours: 9am to 5pm • Monday to Friday (Closed Bank Holidays)

Service by email is not accepted

Driscoll Kingston Solicitors regulated by the Solicitors Regulation Authority number 554855

- 15.0 Complaints
- 16.0 File Storage
- 17.0 Anti-money laundering rules
- 18.0 Confidentiality
- 19.0 Acceptance of cash / cheque processing / telegraphic money transfers / interest on money that we hold
- 20.0 Financial Services
- 21.0 Equality And Diversity
- 22.0 Data Protection
- 23.0 Audits
- 24.0 Statement Under The Provision Of Services Regulations 2009
- 25.0 Your Right To Cancel
- 26.0 Client Acknowledgement
- 27.0 Jurisdiction

1.0 Who is our client

- 1.1 We shall be acting for you and you are our client.
- 1.2 We can only discuss your case and take instructions from you, personally, unless you personally authorise someone else to discuss the case with us. For legal reasons, we need such an authorisation to be put in writing to us and we shall then confirm that we have had such an authorisation from you.
- 1.3 If, at any stage, money is received for you, then we shall only pay it to you in a cheque. We may pay recognised service providers direct, on your behalf at your request, but such a payment is in our discretion and we may refuse to do so and account to you for the money instead, as we see fit.

2.0 Special Needs

- 2.1 If you have any special needs, of any kind, but especially in respect of communicating with us, then please tell us at once. Such special needs may include hearing difficulties, visual impairment, some other physical disability, learning difficulties, language barriers or other cross-cultural issues. Once we know about the issue, we can work together to overcome it. If there is ever anything that you do not understand, then please get in touch with the person handling your case and tell us and we will help you.

3.0 What is our client's objective in instructing us

- 3.1 Your objective, as we understand it, is to recover the best level of compensation for you.
- 3.2 If you have other objectives, please inform us. Your instructions are for us to act for you to achieve your objective. In providing your instructions for us to do this you are providing us with your full authority to act and take any action in the case in what we consider is your best interests.
- 3.3 The issues involved include tracing and contacting the other party and any insurer, bringing a claim against that party based upon the evidence that we have, gathering any additional evidence, proving and quantifying your claim and negotiating a settlement or taking the case to court for you.
- 3.4 You have the option of not making a claim, handling it yourself or using a solicitor to make the claim. If you use a solicitor, then issues about the costs of the claim arise and are dealt with below.

4.0 What do we do / what don't we do

Our service covers:

- the conducting of negotiations on your behalf;
- if necessary, issuing and pursuing court proceedings;
- all the work up to and including a final court hearing;

- Attending any inquest hearing or criminal hearing where, in our discretion, we consider it necessary to do so;
- Any counterclaim against you;
- Any steps to recover your legal costs
- Any steps to recover any level of compensation on your behalf if we consider it a reasonable settlement with or without your approval.
- for the avoidance of doubt, this fee agreement covers all work done since acceptance of your instructions, which may pre-date the signing of any document agreeing our terms.

Our service does not include:

- an appeal by you if you lose your claim.
- Representation in any criminal proceedings.

What are the duties on our client during this case

- You must be honest with us and not ask us to act improperly or unreasonably.
- You have a duty to keep your losses to a minimum. You must tell us anything that may affect our advice. You must give us instructions promptly and accurately. If in any doubt, tell us about it and we can decide with you if the issue is relevant to the case or not.
- You must co-operate with us.
- You must attend expert's meetings, meet us or a barrister for interviews and attend court if necessary.
- It is vital that we can contact you at all times until the case is finished, so please inform us in writing of any change of address or telephone number.
- You must keep all relevant documents and provide them to us, even if they may adversely affect your case. It is possible that a court will order you to hand them over to prove your case and your case can be damaged if documents have become lost.
- If you receive any documents (including court papers) relating to the case you should send these to us immediately.
- You must provide documents to support any losses you are claiming. Failure to do so may mean that the loss cannot be claimed. It helps us to present your case effectively if you record your losses in a diary of similar log.
- You should not contact the other side or their insurers as it could prejudice your case. Let us do this for you.
- We will usually sign all court forms for you, acting in your best interests in doing so, unless you tell us formally not to, to minimise inconvenience to you. Our statement to the Court is based upon what you tell us: it legally binds you as if you said it. You must make sure we have all the correct details, as a false statement by us for you can be a contempt of Court with criminal as well as civil penalties.
- We will accept any offer on your case at any time which we consider is a reasonable settlement for you case. In retaining our services you are agreeing to us taking any such action at our discretion. .

6.0 What are the duties on us during this case

We will:

- Treat you fairly
- Protect your interests in this matter
- Comply with the law and Solicitors Code of Conduct in deciding whether to act or cease to act for you.
- Ensure that we have the resources, skills and procedures to carry out your instructions

- Ensure that the service that we provide is competent, is delivered in a timely manner and takes account of your needs and circumstances.
- Only enter into agreements with you which are legal and which we consider are suitable for your needs and take account of your best interests
- Deal promptly, fairly, openly and effectively with any complaints you may have regarding our service
- Ensure you are in a position to make informed decisions about the service that you need, how the matter will be handled and the options available to you.
- Provide to you the best possible information throughout your case about the likely overall cost of the matter.
- Aim to acknowledge your correspondence and to return your telephone calls within 2 working days.

7.0 What is our assessment of your case on what we know now (Cost/Benefit Analysis)

The merits of the case will be assessed carefully at the beginning and throughout the course of the case. If anything of concern arises we will contact you and advise you. The benefit to you of making a claim is that you would recover compensation, which you are entitled to but may not otherwise receive. The cost of making the claim is further detailed in this letter. From what we know about the case so far, it does look like a good claim. We will keep this under review, of course. You must consider in the light of the potential value of your case and the risks involved in litigation (including the risk of having to pay your opponent's costs) whether to pursue your case. If you need any further specific information to help you, please contact us.

8.0 What are the next steps in the case

- We shall notify the other side about the claim.
- They have 20 working days initially to investigate liability and reply, by law.
- We will be gathering the evidence that we need during that time.
- Please note that you are required by the Court rules to make every effort to try and settle your case before a final hearing. This can be by discussion with the other side or negotiation or by a more formal process such as mediation. Settling the case early can save costs, including Court hearing fees. Please note that the Court may impose cost sanctions on you if you refuse to try to settle your case.

9.0 Timescales

Where liability is admitted, and your case is relatively straight forward, we expect your case to settle between 6-9 months. If Liability is denied, your claim could take approximately 12 months to be concluded.

More complex or higher value cases, cases that have to go to court can and usually do take longer than this

These are guide line figures only based on an average and are not binding upon us.

10.0 Who will be handling the case for you

Your case will be handled by who will be supervised by James Driscoll, Partner. We will try to avoid changing the person who handles your case, but if this cannot be avoided, we will tell you promptly of any change and why it may be necessary.

Sometimes your lawyer may not be available when you contact us (e.g. due to leave or attendance at court), so it may be necessary for another lawyer to assist you.

11.0 Email communication

- If you wish us to correspond with you via email, then please supply an email address to us.
- We may then send documents to and receive documents and instructions from that email address without dispatching hard copies of the correspondence by post.

- We may rely upon such documents and instructions as having come from you personally.

12.0 Costs - How are legal costs calculated?

We have agreed to act on your behalf under a Conditional Fee Agreement. This letter amounts to such an agreement. As a result, if you lose (ie you do not recover any compensation at the end of your case), we will not charge for the work that we do, so long as you have been honest and co-operated with us during your case.

Our promise to you – subject to you complying with the terms and conditions of this Agreement and the terms of any after the event insurance policy you may take out, we will aim to keep the sum you have to pay from your damages to a minimum. A full explanation of the basis of our charges now follows. However, it is the firm's wish that you retain at least 65% of your damages.

If you win your claim, you will be responsible for payment of our basic charges, our success fee, our disbursements and statutory interest. You 'win' your claim if your opponents agree to pay, or the Court awards you compensation. However, as detailed below, you are entitled to seek recovery from the other side of our disbursements and statutory interest, and also a contribution towards our basic charges. A win for the purposes of an interim hearing is a decision or agreement in your favour in respect of the interim hearing which includes an agreement or order to pay you any part of the costs of the interim hearing.

Our basic charges will be calculated by reference to the amount of time we spend on your case. Routine letters and telephone calls will be charged as units of one tenth of an hour. Other letters and telephone calls will be charged on a time basis.

Our usual charging rate is based upon the seniority and experience of the file handler working on your case as follows:

£245.00 per hour – Solicitors of at least 8yrs post-qualification (PQE)

£204.00 per hour – Solicitors of CILEX with at least 4yrs PQE

£170.00 per hour – Solicitors with up to 4 yrs PQE and other staff of equivalent experience

£125.00 per hour –Paralegals or trainees

All hourly rates are exclusive VAT or any disbursements incurred on your behalf.

Please note, our hourly rate charging rates are reviewed annually and may be increased. We will write to you and tell you if this occurs. They are the same as would be charged if the work was done on a non-conditional fee basis. You will be told in writing who is dealing your case.

Since we have agreed to take the risk of not being paid at all for the work we do if you lose, we are entitled under this agreement to a success fee if you win. Our success fee including VAT will be 100% of our basic charges, but the success fee (inclusive of VAT) is subject to a maximum limit of 35% of your General Damages.

Accordingly if you have received any recoverable benefits from the government as a result of your accident (eg income support, DWA or IB) and as a result, your award for past financial losses is reduced due to the recovery by the Government of those benefits paid to you, then our success fee will be calculated purely on the basis of the net figure of the damages that you actually receive.

The amount of our success fee may in fact be less than 35% of your compensation as described above if your case settled quickly. The reason for this being that the amount of the success fee must not exceed the value of the work that we have done for you (our basic costs).

The reason for setting the success fee at 100% is because we wish to take into account the fact that your claim may have to be determined at trial and the Court rules allow us to charge a 100% success fee in such cases. We have also taken into account the matters referred to below.

Please note that if the other side make an interim payment on account of damages before the end of our case in respect of either general damages or damages for past pecuniary losses, we may agree to pass the full amount of that interim payment on to you at that stage. However, please note that the interim payment will be taken into account when our success fee is calculated at the end of the case.

If the other side make a special type of settlement offer to settle your case and if you reject that offer in accordance with our advice, and you subsequently recover less than the amount of the offer we will not claim any basic costs or success fee for the work after we rejected the offer.

We set out below examples of the type of disbursements which may be incurred by us on our behalf. Please note that the amounts stated are estimates and the list of disbursements is not exhaustive:

Court Fee £255 - £600

Barristers' advice £420-£3000

Experts Report £450 - £1000

Insurance on a CFA case as notified to you.

We aim to give you an estimate of the total costs that might be incurred in pursuing a case on your behalf. The costs will depend on the complexity of the case; whether liability is in dispute; the cooperation of the Defendants/Defendant's representatives and many other factors. However, providing that we do not have to issue court proceedings we would expect that the total cost including VAT and expenses, would not be more than £7,000. If the case is settled at an early stage, costs could be considerably less.

We will inform you of the costs incurred every six months but details can be provided at any stage at your request.

You have the right at the stage to ask us to limit our costs to a certain figure and we may send you an account for expenses that we incur on your behalf as they fall due, including court fees, medical report fees and other experts' fees. We will inform you before incurring these experts' fees if we require prepayment by you.

Our service is a continuing service and so our costs are payable when we cease to act for you.

Litigation Risk

A litigation risk is by its very nature potentially risky. Factors that could increase the risk of your claim being unsuccessful, or adverse costs orders being made by the Court, may include but are not limited to:

The absence of full details of our opponent

The absence of a supportive independent witness

A denial of liability being received from the other side.

Withdrawal of liability admission by the other side

Disputes as to causation

A refusal by the other side to admit as alleged.

An allegation of fraud being made by the other side

A previous solicitor has assessed the claim as having less than reasonable prospects of success

- **How are legal costs paid for?**

There are a number of ways in which your liability for legal costs may be met:

Although unlikely, you may already have a legal expense insurance policy which will cover you for this claim, which would mean there may be no need for us to arrange a further policy for you.

You may have a stand-alone legal expense insurance policy in place, although more commonly legal expense insurance policies are offered and attached to other insurance products, such as your home or motor insurance policies, an insurance policy that was arranged with a credit card or through your bank account or travel insurance. Please also check whether any organisation (e.g. a union) provides legal expenses cover.

We therefore ask you to please check all your insurance policies (or organisation membership terms) to see if any contain legal expense cover. If they do, it is possible that the cover is restricted to certain claim types only and there may be other conditions on when and how any case should be pursued, e.g. you may be required to instruct a new solicitor who is on that insurer's or union's panel.

We therefore suggest that you forward to us a copy of any legal expense policy (or membership terms) you discover, so that we can advise you on the terms of the policy and whether it is suitable for this case.

We shall be pleased to negotiate with your legal expenses insurers on your behalf.

Legal aid (more properly known as Community Legal Service Funding) is not normally available for Housing Disrepair compensation claims and we have considered your possible eligibility for such funding before writing this letter to you.

If you are a member of a trade union you may be entitled to free legal advice. Some employers provide legal costs insurance cover for employees. As explained above please check the membership terms if you are a member of a trade union and forward the details to us to check if you think your union may

You may of course choose to be personally responsible for our charges and expenses in which event we shall submit an interim bill from time to time. Clients often find that monthly payments of legal fees enable them to keep a close track on their spending.

You may of course choose to be personally responsible for our charges and expenses in which event we shall submit an interim bill from time to time. Clients often find that monthly payments of legal fees enable them to keep a close track on their spending.

To date, you have not indicated to use that you have any such alternative method of funding and you do not wish to be personally responsible for all our charges, and so we have therefore offered to act for you under this Conditional Fee Agreement. You have indicated to us that you wish to proceed under this agreement.

Please note that under this agreement, where costs are awarded on an interim basis, we may render a bill for the work covered by that interim costs award and keep the money awarded against that interim bill. If you receive provisional damages we are entitled to payment of our basis charges, our disbursements and the success fee at that point.

If on the way to winning or losing you are awarded any costs by agreement of court order, then we are entitled to payment of those costs, and those costs shall be included within the

value of the basic costs for the purposes of calculating the amount of the success fee payment from your damages.

We can end this agreement if we believe that you are unlikely to win. You will not have to pay any fees for our work (other than any expenses paid out on your behalf), unless you subsequently win your case, in which event, we will be entitled to payment of our costs as outlined above.

If you end this agreement we have the right to decide whether you should pay our fees, VAT and disbursements at once or at the end of the case. This is entirely at our discretion.

You have the right to object to any papers or money until payment is made to us. We may keep any interest on costs and disbursements that we recover.

You have the right to object to any bill we deliver to you and you can apply for our bill to be assessed by the Court under Part 111 of the Solicitors Act 1974, or you can make a complaint, please see the section titled complaints further in this letter for more details.

We are entitled to retain any interest awarded on costs and to charge interest on all, or part, of any bill if it is unpaid.

If you do not co operate with us or if you mislead us we will look to you to pay all of our costs.

Some clients believe that that service we provide is free unless you win. That is not the case. If you are honest and co-operate, then the agreement with us protects you in respect of our costs. If you lose, there is no charge. If you tell us something that is not true, or you stop co-operating with us then we can and will ask you to pay our fees. I am sure that this will not happen but I do want to make sure that you understand fully how this agreement works between us.

The most important feature of this agreement is that if you are unsuccessful with your claim, you will not have to pay any costs to this firm, except as set out below.

Whether successful or not, you may be asked to pay costs and expenses in the following circumstances:

If you ask us to obtain extra expert evidence in support of your claim, in circumstances where we might not be able to recover the cost of such evidence from your opponent. We will warn you before obtaining such evidence that this costs would be for you to pay whether the case was successful or not.

If you fail to cooperate with us in the conduct of your claim or provide us with misleading information. In such a situation we would have the right to stop working for you and charge you for the work that has been done at the hourly rate set out in this letter and for expenses incurred on your behalf.

If you instruct other solicitors before our work on the case is finished then we have the right to preserve our lien (keep all your papers) unless you pay all of our charges and expenses due at that time or another solicitor working for you undertakes to pay us what we are owed. In either case this will include a success fee if you win.

If you reject our opinion about making a settlement with your opponent.

If you ask us to get a second opinion from a barrister outside our firm, we will do so, but you will have to pay the cost of the second opinion.

This agreement automatically ends if you die before your claim is concluded. We will be entitled to recover our basic charges up to the date of your death from your estate. If your personal representative wish to continue with your claim for damages, we may offer them a new CFA agreement as long as they agree to pay the success fee on our basis charges from the beginning of the agreement with you.

14.0 Commissions & Additional fees

Our professional rules require us to inform you of any financial relationship that we have with other organisations who have assisted us with our marketing activities. This is so despite the fact that our agreement with them means that they charges are solely at our cost and not yours.

We are entirely independent and will advise you and act for you in your best interests, using our own professional judgment. You are free to raise any questions that you may have and you are free to instruct any solicitor you want.

No third party has any influence over the advice that we give you.

This firm does not collect any commissions from any other party.

It is not permissible for a regulated organisation to obtain claims by “cold calling” – unsolicited approaches by telephone or personal contact. If you were cold called please let us know immediately. Further, if you were not advised that you were free to instruct a solicitor of your choice please let us know.

We sometimes pay a fee towards companies for their marketing expenditure which is calculated by reference to the geographical territories where we are the nominated panel solicitor, together with a profit margin. In addition, we pay a returnable deposit to them in respect of each geographical territory for which we are their panel solicitors. Those payments are not in any way attributable or affected by your decision instruct this firm.

15.0 Complaints

We are committed to high quality legal advice and client care. If you are unhappy about any aspect of the legal service you have received, or about the bill, please contact James Driscoll, Partner by letter, email or telephone.

At any time, or if you are not satisfied with our handling of your complaint, you can ask for a copy of our complaints procedure. If you are dissatisfied with the handling of your complaint, you can, under that procedure, raise the matter with us formally by contacting James Driscoll in writing at: 6th floor, 88 Church Street, Liverpool, L1 3HD or by e-mail to james@driscollkingston.co.uk.

If for any reason we are unable to resolve the problem between us, then the Office for Legal Complaints, which is accountable to Parliament through the Lord Chancellor and is sponsored by the Ministry of Justice, operates a complaints and redress scheme via the Legal Ombudsman (LeO). The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any insurance advice you receive from us, you should raise your concerns with either of those bodies

The LeO is an independent complaints handling body and is not part of the solicitors’ profession and operates independently.

A complaint to the LeO should not normally be made until 8 weeks after you have raised your complaint with us. Under our complaints procedure once we have responded to your complaint if you wish to take it further you must refer the complaint to the Legal Ombudsman within 6 months of the date of our written response. Ordinarily a complaint must also be made within:

- (a) six years of the act/omission or

(b) three years from when the complainant should reasonably have known there was cause for complaint without taking advice from a third party

Whichever is later

A complaint to the LeO may be made by contacting them at: PO Box 6806, Wolverhampton WV1 9WJ or by telephoning 0300 555 0333 or at their website at www.legalombudsman.org.uk.

The LeO will only consider complaints made by members of the public, very small businesses, charities, clubs and trusts. If you are unclear as to your status and whether you have the right to make a complaint to the LeO, you should contact the Ombudsman direct to clarify whether or not you are entitled to do so. The contact details are above.

For the avoidance of doubt, your complaint can include a complaint about our firm's bill. You may, depending on the type of case you have with us, have a right to object to the bill by applying to the Court for an assessment of the bill under Part III of the Solicitors Act 1974. You should note that if all or part of a bill remains unpaid, we are entitled to charge you interest.

If you have a complaint or concern about any barrister or other professional we instruct on your behalf, please let us know. They should have their own complaints process, and so if you are not happy with their service you can complain to them direct. However, we can tell you have to make your complaint if they have not given you that information themselves.

16.0 File storage

We store files for one year after the end of your case, at no charge to you. The files will then be destroyed and we shall take it that we have your permission to do this unless you tell us otherwise in writing. We also reserve the right to make a charge for storage, if we ask you to collect the file and you fail to do so.

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 charge for such retrieval. However, we may make a charge based on time spent for producing stored papers or documents to you or another at your request.

We may also charge for reading, correspondence or other work necessary to comply with your instructions.

We may, in our discretion, make an electronic copy of any document we receive and destroy the paper original document six months after the paper original document was received. If you subsequently ask us for a document, after the six months has expired, then we shall only be obliged to provide you with a copy of the document held in electronic form and not the original paper document. If any particular document is sent to us that you wish us to retain as an original and not destroy it, then you must tell us in advance and again at the time the document is received. If you do not tell us, then we shall hold the document in electronic form only after the expiry of six months.

17.0 Anti-Money Laundering Rules

Proof of identity

The law now requires solicitors, as well as banks, building societies and others, to obtain satisfactory evidence of the identity of their client. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wishing to launder money. In order to comply with the law on money laundering, we need to obtain evidence of your identity as soon as practicable.

We should be grateful, therefore, if you would provide us with documents to verify your identity and address. We need one form of photographic identification, either your driving licence or passport; plus a utility bill (which confirms your address).

18.0 Confidentiality

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: recent legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the Serious Organised Crime Agency.

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 money laundering disclosure.

If, while we are acting for you, it becomes necessary to make a money laundering disclosure, we may not be able to inform you that a disclosure has been made or of the reasons for it.

We use social media such as twitter, Facebook, LinkedIn and Google Plus as part of our marketing strategy. You agree that, in the event that adverse comments regarding ourselves, any of our staff or the conduct of your case are posted or published by you or another on your behalf, by whatever means, then we may exercise a right of reply by use of similar media

19.0 Acceptance of cash / cheque processing / Telegraphic Money Transfers / Interest on money that we hold

Our firm's policy is not to accept more than £500.00 in cash from clients.

Often, you will incur expenses such as hire, treatment fees, repair costs or the like.

When a case is concluded, sometimes the cheque received from the other side is payable to us and sometimes it is payable to you. If it is payable to you, then we can make payment more quickly to you if we encash the cheque into our client account.

We have your permission to endorse the cheque which forms part of your damages into our name. We will then pay these fees due to the creditor, direct, on your behalf. You have no objection to our doing so.

If you ever change your mind, please write and tell us.

Where we transfer money by telegraphic transfer at your request we will ask you to pay £27.00 for our fees, a bank fee of £8.00, plus VAT at the current rate.

Any money that we receive on your behalf will be held in our client account. Interest will be calculated and paid to you at the rate set by Yorkshire Bank. Of course, that may change. The period for which interest will be paid normally runs from the date(s) that we have cleared funds in our client account until the date(s) on the cheque issued to you. The payment of interest on the client money held by the government by Solicitors Regulation Authority accounts rules 2011. The policy of this firm is to pay interest on all clients balances held providing that we only pay interest if the amount due on balance held is £20 or more.

20.0 Financial Services

We are not authorised by the Financial Services Authority. However, we are included on the register maintained by the Financial Services Authority so that we can carry on insurance mediation 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 Services Authority website at www.fsa.gov.uk/register.

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the

independent regulatory body of the Law Society and the Legal Complaints Service is the independent complaints handling body of the Law Society

21.0 Equality and diversity

We are committed to promoting equality and diversity in all of our dealings without clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

22.0 Data Protection

We respect the privacy and security of our clients.

We comply with the Data Protection Act 1998 in the way we collect, store and use information provided by you and third parties in relation to your case.

Unless you instruct us in writing to the contrary, we shall take it that we have your authority, only to the extent that it is necessary to fulfil your instructions, to disclose information to our agents (including Barristers, Experts, Doctors, Enquiry Agents, Hire Companies, Insurers, Medical Providers, Costs Draftsmen or any outsource company) any party or their representatives connected with the case, and any court, official body, doctors or hospitals that have treated you in a personal injury case.

Unless you instruct us in writing to the contrary, we shall take it that we have your authority to disclose information and provide periodic updates as to the progress of your claim and anticipated future steps relating to your claim to any marketing agent involved in this matter or their agent.

Sometimes we ask other companies or people to carry out work on our files, for example drafting witness statements, to ensure that this is done promptly. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible.

Please note that barristers are now required by the Bar Standards Board to write directly to all clients informing them of their right to make a complaint about a Barrister, and how such a complaint may be made. Accordingly, please note that if it becomes necessary for us to instruct a Barrister in relation to this matter, we will need to disclose your contact details to the Barrister's Chambers. Unless you instruct us to the contrary, we will assume that you are happy for us to provide this information on your behalf.

We may carry out database searches using your details and record the results. We may, for example, search the Equifax, Companies House, Electoral Roll, Call ML or similar databases. This is not an exhaustive list. By instructing us, you consent to our making such searches and keeping the results. The database may be accessed by others who may see the data we have supplied.

We would like to contact you by email from time to time about offers, benefits, products and services that may be of interest to you. If you would prefer not to receive such messages by email, please email us at driscollkingstonsolicitors@gmail.com with your Driscoll Kingston reference number in the subject line. .

23.0 Audits

Where required by a third party to provide audit facilities to demonstrate compliance with legislation, we have your authority to disclose such material as we deem reasonably necessary to that third party (e.g. SRA etc) for the purpose of that audit, unless you write and tell me otherwise.

24.0 Statement under the Provision of Services Regulations 2009

We are regulated by the Solicitors Regulation Authority (SRA). Full details of the SRA Code of Conduct can be found at <http://rules.sra.org.uk>. Our VAT registration number appears at the foot of this letter.

25.0 Your Right to Cancel

Under the Consumer Protection (Distance Selling) Regulations 2000, if you were first contacted by us by telephone, you have a right to cancel your instructions to us within seven days of the date of this letter by writing to us and telling us that you wish to cancel the case. Under the Cancellation of Contracts made in a Consumer's Home or Place of Work etc Regulations 2008, if you were asked to enter into this contract at your home (or someone else's home) or place of work, you have a right to cancel your contract with us within 7 days of the date of your contract or this letter (whichever is later). We attach a notice setting out your rights and a notice of cancellation should you wish to exercise such rights.

26.0 Client acknowledgement

We shall be grateful if you will sign the attached form entitled "Instructions to Act" and return it to us to accept these terms between us.

27.0 Jurisdiction

Any dispute or legal issue arising from our terms of business will be determined by the Law of England and Wales and considered exclusively by the English and Welsh courts.

Yours Sincerely

For and on behalf of
Driscoll Kingston Solicitors

Driscoll Kingston

S O L I C I T O R S

NOTICE OF THE RIGHT TO CANCEL
Under Regulation 7(3)

(Cancellation of Contracts made in a Consumer's Home or Place of Work etc Regulations 2008)

1. The identity of the trader under this notice is Driscoll Kingston Solicitors.
2. The trader's reference number, code or other details to enable the contract or offer to be identified is:
3. You, the consumer have a right to cancel the contract if you wish and this right can be exercised by delivering, or sending (including by electronic mail) a cancellation notice to the person mentioned in the next paragraph at any time within the period of 7 days starting with the day of receipt of a notice in writing of the right to cancel the contract.
4. The name and address, (including any electronic mail address as well as the postal address), of the person to whom a cancellation notice may be given by you is:-

To:
Driscoll Kingston Solicitors
6th Floor
88 Church Street
Liverpool
Merseyside
L1 3HD

E-mail: info@driscollkingston.co.uk

5. Notice of cancellation is deemed to be served as soon as it is posted or sent to us or in the case of an electronic communication from the day it is sent to us.
6. You, the consumer, can use the cancellation form provided if you wish.

Cancellation Notice to be Included in Notice of the Right to Cancel

If you wish to cancel the contract you **MUST DO SO IN WRITING** and deliver personally or send (which may be by electronic mail) this to the person named below. You may use this form if you want to but you do not have to.

(Complete, detach and return this form **ONLY IF YOU WISH TO CANCEL THE CONTRACT**).

.....

Driscoll Kingston

S O L I C I T O R S

To: Eilish Cullen
Driscoll Kingston Solicitors
6th Floor
88 Church Street
Liverpool
Merseyside
L1 3HD

E-mail: info@driscollkingston.co.uk

I hereby give notice that I wish to cancel my contract

Name and Address

Signed

Date

Yours sincerely

For and on behalf of
Driscoll Kingston Solicitors