

Only  
**£99**  
(inc VAT)

# SMALL CLAIMS ADVICE SERVICE

Helping you resolve disputes worth £100s to £10,000.



**QualitySolicitors**



## Small claims legal advice, when you need it

From a dispute with a builder to a holiday which didn't live up to expectations, we know just how big an impact a small claim can have, that's why we're here to help you bring a quick and fair end to your dispute. This service gives you the chance to arm yourself with friendly advice and guidance, on a one-off basis, from an expert lawyer and all for a maximum fixed price of just £99.



### What's included?

- One to one meeting giving you access to legal knowledge and advice to help you handle the dispute yourself.
- Expert insight with a chance to find out what's happened in cases similar to yours and an indication of how strong your case is – to help with negotiations.
- Assistance with writing an effective complaint letter.
- Specific help on how the law applies to your situation so you can decide what to do next.
- The straightforward views of a lawyer in plain English, with no legal jargon.
- Advice on the evidence you'll need to prove your case.
- Assistance with preparing for mediation or a court hearing.
- A guaranteed price – with no hidden extra costs.



### Your Options

#### £49 Telephone advice

- ✓ Up to 30 minutes of expert legal advice.
- ✓ Telephone meeting with a lawyer.
- ✓ £49 including VAT.  
No hidden costs – guaranteed.

#### Ideal for:

Claims of £500 or less in dispute where there is no paperwork or documents to review.

#### £99 Ask the Legal Expert

- ✓ Up to 45 minutes of expert legal advice.
- ✓ Face to face meeting with a lawyer (can be by phone if you prefer).
- ✓ £99 including VAT.  
No hidden costs – guaranteed.

#### Ideal for:

Any amount in dispute and can include disputes with paperwork to review.



Not having to take time off work was a big plus – it was all done over the phone after work.

Mr Adam Graham-Yooll





# How it works – the steps involved



## Free First Advice call

Call us on **0800 999 7070** (or **0203 284 0025** from a mobile), to discuss your situation. One of our legal advisors will arrange a time for your local QualitySolicitors to call you back at a time to suit you to discuss your case and tell you if there is a fixed cost service that can help you further. If you prefer, you can go straight to **www.qualitysolicitors.com/small-claims** to book your session.



## Decide which service is best for you

If your dispute is about £500 or less and you're happy with 30 minutes of telephone advice – then select our £49 service. Otherwise, for a face to face service lasting 45 minutes there's the £99 Ask the Legal Expert service.



## Accept our terms and conditions

On the next page of this booklet are our terms and conditions. You'll need to tick the service you want to use, complete your details and sign if you're happy with them. Or you can accept them online at **www.qualitysolicitors.com/small-claims**



## Book your meeting

Next we'll arrange a convenient time for your telephone or face to face meeting. We'll either do this when you call for your Free First Advice or once we've received your online form. We'll need to check the details of the person or business causing your legal problems or concerns (also known as your opponent).



## Pay

You can pay over the phone or if you choose the £99 service, at the office on the day of your meeting, by cheque, debit or credit card.



## Telephone or face to face meeting

Use the time to best suit you – answering your questions, advice on evidence or help writing a complaint letter or completing legal forms. Our aim is that you leave the meeting knowing more about where you stand and the next steps to take to get a fair outcome.



**Book your small claims advice meeting today, call us on 0800 999 7070 (or 0203 284 0025 from a mobile).**

Or to find out more visit **www.qualitysolicitors.com/small-claims**

“ I genuinely didn't think it would be possible to reach an agreement, but you were so helpful and positive, giving us both the clarity we needed. Thank you. ”  
Mrs Emma Williams



## Resolving your dispute – optional next steps

After your advice meeting, you'll hopefully be in a position to resolve your dispute – whether that is sending an effective complaint letter or negotiations. However, if the other side do not act reasonably, then the meeting will have helped you consider your next steps, which may be to use the Small Claims Court (for a judge to decide the outcome) or to try mediation. Mediation is having someone independent helping the two sides to a dispute to try and reach an agreement they can both live with. It is a quick and convenient process with none of the delays or stress of going to court.

When it's in your best interests we can refer you to Small Claims Mediation (UK) Ltd. They offer our clients special prices and a telephone service to help you reach a binding agreement to your dispute.

### The small claims mediation process:

[SMALL CLAIMS MEDIATION](#)



1

#### Introduction

You'll be asked to pay an admin fee of £20 to Small Claims Mediation (UK) Ltd. They will then appoint an independent person called a 'mediator'. This mediator will then call you to discuss your case, the complaint letter you may have sent, and any documents to support your claim.

2

#### Contacting the other side

The mediator will do this for you. They'll contact the other side of your dispute to try to persuade them of the benefits of using mediation instead of you taking them to the small claims court. For mediation to work, you both will need to agree to try mediation.

3

#### Booking

A day and time (convenient to you both) is then set aside, usually in the following week (including weekends and evenings). You both pay the mediation fee (in your case this is less the £20 you have already paid). Typically you will be asked to pay a further £99 (for disputes involving up to £5,000).

4

#### Telephone mediation

Two hours is usually all that is needed for disputes involving up to £5,000. The mediator will start by contacting you both at the agreed time to start the process. Then the mediator will speak to you both separately to help with negotiations. Such conversations are confidential. The two hours is not solid time on the phone. As well as the mediator speaking to you both separately, the clock can be stopped to take a break. The mediator does not take sides. Also, the mediator is not a judge and will not assess the legal strength of either side's case.

5

#### Binding agreement

Where an agreement is reached that both sides are happy with – the mediator will put this into a legal agreement that you both sign. A successful outcome like this is reached in over 80% of mediated cases.

“ Mediation made what was a stressful and emotional situation, easy to deal with. ”  
Mr Chris Martin



# Small Claims Advice (SCA) – terms & conditions

**You – Title:**

.....

**First Name:**

.....

**Surname:**

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**Email:**

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**Phone:**

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**Address:**

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**Us: QualitySolicitors**

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1. By accepting these terms and conditions you will be entering into a binding legal contract with us.
2. In these terms and conditions “us”, “we” and “our” mean the QualitySolicitors firm offering this service and “you” and “your” means you – the person agreeing to these terms and conditions.
3. You must be aged 18 or over – otherwise you must ask an adult to consider accepting these terms on your behalf.

## What you are buying

4. For the fixed cost of the service you select below (including VAT) you are buying the right to the Small Claims Advice service (SCA).
5. It will be provided to you by one of our lawyers, who is a specialist in the general area of law but not necessarily having previous experience of your particular legal problem or situation.
6. It can be arranged to take place when our offices are open during our usual office hours between 9am and 5pm, Monday to Friday.
7. It will last for the time allocated for the service you select below.
8. You will have the right to arrange your SCA for six months from the date you pay for the service.
9. Once you have paid, your money is not refundable (subject only to your rights under clause 36).
10. You cannot pass the right to the SCA to someone else without our agreement and they will also have to agree to these terms and conditions.
11. It is an important condition that you understand and accept the nature and limitations of the SCA service.

## Benefits of the SCA service

12. You can use our Free First Advice service, to provide background information in advance – to maximise the use you get out of the advice meeting.
13. As part of the SCA service, the lawyer will express his or her view as to how the law affects you based on their general knowledge and experience of the area of the law.
14. You can use the time to explore the legal options available to you, with the lawyer answering your questions and addressing your worries.

15. You will receive expert insight based on the lawyer’s experience of the area of law, this could include advice on the strength of your case, the evidence you would need to gather and the realistic value or award you might achieve at court.
16. You can use the service to help you decide what further action to take – either on your own or by instructing a lawyer. This may include advice on whether your dispute is suitable for mediation.
17. You will receive practical advice in plain English. With any legal jargon explained.
18. You can choose to use the time perhaps to receive help with writing a complaint letter or completing a legal form or document.
19. We aim to leave you knowing more about where you stand and how to get the best out of the legal system.

## Limitations of the SCA service

20. The advice given by us is limited to what can be achieved in the time allocated for your selected service.
21. The advice is only available for legal issues governed by the laws of England and Wales.
22. The service is not the same as instructing a lawyer to spend all the time needed to find out all the relevant facts from you, your documents and any other party and then providing comprehensive and specific advice, which could take several hours.
23. The advice given is based on the information you provide in the limited time available.
24. Given the limited time, the advice will be not be comprehensive but should leave you more knowledgeable of the general area of law, even though it may not solve your problem.
25. The advice will be of a general nature, based on the lawyer’s general experience of the area of law.
26. The lawyer will not have the time to conduct a detailed review of any documents you provide. The telephone service is not designed for cases requiring a review of documentation.
27. The lawyer will not be able to test the strength of the evidence of any witness or the opponent.



## Small Claims Advice (SCA) – terms & conditions

28. The lawyer will not be able to conduct further enquiries or investigations as part of this service.
29. The lawyer will only be able to take account of the facts and evidence provided by you.
30. If you do not provide the full story or miss out any facts or evidence that goes against you then the lawyer will not be able to take these matters into account when advising you. So, if there is something important or relevant you think we should know (even if it is unhelpful to your case) it is important you tell us.
31. The lawyer will not have time to undertake research of relevant case law or statutes.
32. If you ask us to help you write a letter or complete a form, this will be in your name and cannot be on our headed notepaper.
33. If we provide you with any written summary of options available or action plan or draft letter during the SCA, this is strictly subject to these terms and conditions and can only be treated as a general overview based on what you told us in the limited time available.
34. With the SCA service, you will not be represented by us. Instead the SCA is limited to a one-off session of legal advice, without the costs associated with instructing us to take on your case or transaction. However, after the SCA service you may decide to go onto instruct us, but that is separate from this SCA.

### Feedback and your right to make a complaint

35. We are passionate about providing new and innovative legal services that are better than traditional law firms at meeting your needs. If you have any feedback on the 'Ask the Legal Expert' service (even if it is a complaint) we would like to hear from you. Please contact Faryal Khurram who will put you in touch with our client care partner. Her number is 0116 204 4326 and her email is faryal.khurram@qualitysolicitors.com.

The client care partner will provide you with full details of our complaints handling procedure. You also have the right to take your complaint to the Legal Ombudsman ([www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)) within 6 months of the date of receiving our final response. In any event, you have a right to go to the Legal Ombudsman within 6 years from the date of the act you wish to complain about or 3 years from when you knew about it. You can contact the Legal Ombudsman on 0300 555 0333, [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk) or by writing to them at Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ.

Tick the service that applies:

£49 Telephone advice meeting lasting up to 30 minutes (dispute about £500 or less).

£99 Ask the Legal Expert – face to face or phone advice meeting lasting up to 45 minutes (any amount in dispute).

Signed by you:

Date:

Signed by us:

Date:

### General terms and conditions

36. Where the services set out in this agreement take place by telephone or by video conference (rather than in person) you have the right to cancel this agreement for 14 days from the date you accept the terms of this agreement and request a refund. This applies as long as you do this before the service is provided to you. You can do this by emailing us at [faryal.khurram@qualitysolicitors.com](mailto:faryal.khurram@qualitysolicitors.com).
37. We reserve the right to end the SCA promotion or alter these terms and conditions at any time, on giving you reasonable notice. This might be for legal, regulatory, business or policy reasons. If you go on to use the SCA following such a change, then you will be considered to have accepted the updated terms and conditions.
38. We reserve the right to either not provide the SCA to you (in which case we will refund the payment made within 14 days of notifying you) or to delegate the legal work to a lawyer employed by another QualitySolicitors firm of solicitors. This might be for reasons such as availability, expertise, conflict of interest or your convenience.
39. In addition to providing the SCA, the data collected by us from you in booking your SCA, where you agree, will only be used for the purposes of referring you to Small Claims Mediation (UK) Limited or for letting you know about the legal services, updates on legal matters and changes in the law; together with special offers offered by us and our partner businesses. The data will not be provided to any other third party.
40. These terms and conditions shall prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials.
41. These terms and conditions replace all previous versions, are correct as of 28 April 2014 and shall be governed by and construed in accordance with the laws of England and Wales, and any disputes will be decided only by the English and Welsh courts.



# Agreement to mediation

**This agreement to mediation only applies if you decide to try to use mediation to resolve your dispute using Small Claims Mediation (UK) Ltd (SCML). Your lawyer will only recommend this if it is thought to be in your best interests. SCML is independent from us and we have no financial incentive in recommending the services of SCML in appropriate cases.**

1. If you agree to try to use mediation through SCML, then you agree to your QualitySolicitors firm providing your details, a copy of this agreement and details of your dispute to SCML. You will then (but only then) be liable to SCML for their administration fee of £20 (including VAT). On payment SCML will then appoint an independent mediator and will contact the other parties to your dispute to try to facilitate the mediation. If the mediation goes ahead, this £20 fee will be refunded to you.
2. Before the mediation both the mediator and the other party (or parties) to the mediation will also accept the same terms of agreement to mediation.
3. Where the other party or parties also accept the agreement to mediation, you will then be liable for your share of the fees and expenses of the mediator ("the mediation fees") in accordance with SCML's Terms and Conditions of Business. The mediation fees include VAT and are in addition to your £20 administration fee. Unless otherwise agreed by you and SCML in writing, each party contributes the same amount to the cost of the mediation. On this basis your share of the full mediation fees would be as follows:
  - **Amount in dispute is £5,000 or less: £99 (£119 less your refunded £20 administration fee) for a mediation of up to 2 hours. In the rare cases more time is needed, £59 for each extra hour (or part hour).**
  - **Amount in dispute is £5,001 to £15,000: £339 (£359 less your refunded £20 administration fee) for a mediation of up to 3 hours; £129 for each extra hour (or part hour).**
  - **Amount in dispute is £15,001 to £50,000: £639 (£659 less your refunded £20 administration fee) for a mediation of up to 4 hours; £129 for each extra hour (or part hour).**
  - **Amount in dispute is over £50,000: fees by agreement with the mediator.**
4. You will be responsible for your own legal and other costs and expenses of preparing for and attending the mediation (such as instructing us to provide you with further advice). You also agree that any court or tribunal may treat both the mediation fees and the legal costs of each party to the mediation as costs in the case in relation to any litigation or arbitration (where that court or tribunal has power to assess or make orders as to costs, whether or not the mediation results in settlement of your dispute).
5. You agree to attempt in good faith to settle your dispute at the mediation and to conduct the mediation in accordance with these terms and conditions and consistent with the SCML Mediation Procedure and the CMC Code of Conduct for Mediators current at the date you accept these terms and conditions.

6. By accepting these terms and conditions you confirm that you have authority to bind yourself and all other people present on your behalf at the mediation both to observe these terms and conditions and also the terms of any settlement.
7. You accept that the mediator shall not be liable to you for any act or omission in relation to the mediation unless the act or omission is proved to have been fraudulent or involved wilful misconduct.
8. You will keep confidential all information arising out of or in connection with the mediation, including the fact and terms of any settlement, but not including the fact that the mediation is to take place or has taken place or where disclosure is required by law to implement or to enforce terms of settlement or to notify their insurers, insurance brokers and/or accountants; and
9. You acknowledge that all such information passing between you and the other parties to your dispute and the mediator, however communicated, is agreed to be without prejudice to any party's legal position and may not be produced as evidence or disclosed to any judge, arbitrator or other decision-maker in any legal or other formal process, except where otherwise disclosable in law.
10. Where you or any other party to the mediation privately discloses to the mediator any information in confidence before, during or after the mediation, the mediator will not disclose that information to any other person without the consent of the person disclosing it, unless required by law to make disclosure.
11. You will not call the mediator or any other party to the mediation as a witness, nor require them to produce in evidence, any records or notes relating to the mediation, in any litigation, arbitration or other formal process arising from or in connection with their dispute and the mediation; nor will the mediator agree to act as a witness, expert, arbitrator or consultant in any such process. If any party does make such an application, that party will fully indemnify the mediator in respect of any costs incurred in resisting and/or responding to such an application, including reimbursement at the mediator's standard hourly rate for the mediator's time spent in resisting and/or responding to such application.
12. You accept that no terms of settlement reached at the mediation will be legally binding until set out in writing and signed by or on behalf of each of the parties to the mediation.
13. You accept that the referral of your dispute to the mediation does not affect any rights that exist under Article 6 of the European Convention of Human Rights, and if your dispute does not settle through the mediation, the right to a fair trial remains unaffected.
14. These terms and conditions shall prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials.
15. These terms and conditions replace all previous versions, are correct as of 28 March 2014 and shall be governed by and construed in accordance with the laws of England and Wales, and any disputes will be decided only by the English and Welsh courts.

Signed by you:

Date:



## Who are QualitySolicitors?

### Your local legal experts

With 200 branches across the UK, our solicitors are local, approachable and professional – all of them meeting rigorous quality standards to be part of our network. Everything we do is designed to make life easier and less stressful for you when dealing with your legal matter. You can count on us to be professional, easy to get hold of and to keep you fully informed of what we're doing and the progress of your case. We're also open on Saturdays. So whatever else is going on in your life, dealing with QualitySolicitors won't be a hassle.



#### QualitySolicitors offer the following key promises:



Direct lawyer contact



Free First Advice



Saturday openings\*



No hidden costs



Same-day response

\*Contact your local office for availability on Saturdays



#### Some situations where this service may be able to help you.

**There are many reasons why you may be involved in a dispute.**

**Here are some examples that are covered by this service:**

- Debt – someone owes you money (whether a friend or a customer of your business).
- Someone has damaged something that belongs to you.
- A service was carried out badly – poor workmanship.
- Faulty shop purchase – you want the shop to replace something that's not working properly.
- Internet purchase doesn't match its online description.
- Holiday went badly wrong due to problems with the hotel and facilities.
- Your car still isn't running properly despite expensive garage work.
- A neighbour is too noisy or is stopping you from enjoying your home.
- Your landlord owes you your deposit or hasn't made repairs.



## QualitySolicitors

Changing the way you see lawyers.



0800 999 7070



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