

QualitySolicitors Gould & Swayne

OUR SERVICE CHARTER

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A. What you can expect from us

1. OFFICE HOURS

- a) Our normal office hours are 9.00am to 5.00pm Monday to Friday. We do not close at lunchtime, but staff may not be available to deal with queries if an appointment is not made in advance.
- b) If you cannot come in to our office, then we can visit you at your home. We reserve the right to make an additional charge for home visits, and we will tell you in advance if we propose to do so. We will not make any additional charge if you are unable to visit our office because of a disability and a home visit would amount to a reasonable adjustment as defined by current UK legislation.
- c) If you cannot see us within our normal office hours then we will do our best to arrange an appointment at a different time to suit you.
- d) Emergency appointments are available by special arrangement.

2. CONFIDENTIALITY

We will keep information provided by you confidential save insofar as is necessary for the purpose of carrying out your instructions to us. There are also some other exceptions to our duty of confidentiality and we ask you in particular to read the section on confidentiality in our Terms of Business.

3. EQUALITY AND DIVERSITY

We are committed to the principles of equality of opportunity and respect for diversity in all our dealings with clients, third parties and employees. We have an equality and diversity policy, a copy of which is available upon request.

4. COMMUNICATION

- a) We will do our best to use plain English and avoid unnecessary legal jargon.
- b) We will try to communicate with you by whatever method you prefer. As we explain in the section of our Terms of Business dealing with confidentiality, e-mails and faxes are inherently insecure methods of communication and if you wish us to communicate with you and other parties by e-mail you must accept that they involve a potential risk to confidentiality.
- c) If you have a disability as a result of which we need to adapt the way in which we communicate with you, please let us know and we shall do our best to accommodate your needs.

5. TELEPHONE CALLS

We will always try to speak to you when you call. If we cannot do so, then please leave a message with a member of staff, or on our voicemail. If before 3pm (Monday to Friday) we will aim ring you back that day or as soon as we can. We aim to return telephone calls within one working day;

6. LETTERS and E MAILS

We aim to respond to your letters and emails within three working days at the most. However, e-mails are not automatically forwarded to anyone else and therefore if you receive an automatic response saying that the person you wish to contact is out of the office and you cannot wait until that person's return, please telephone the office to explain your problem and someone else will do what they can to help.

7. COSTS

- a) We will give you the best possible information, both at the time of engagement and when appropriate as your matter progresses, about the basis on which we will charge and the likely overall cost of your matter.
- b) We will tell you as soon as it appears that a costs estimate may or will be exceeded, explain why that is the case, and give you a revised costs estimate.
- c) If you are being charged by reference to the time the matter takes, we will agree with you at what intervals we will bill you and/or at what intervals we will update you on the costs accrued to date.
- d) Where appropriate we will continue to review whether there are alternative methods by which your matter can be funded.

8. KEEPING YOU INFORMED

- a) We will ensure that you are given the information necessary to enable you to make informed decisions about the services you need, how your matter will be handled, and the options available to you, both at the outset and as the matter progresses.
- b) We will explain what we will do and what you will be responsible for doing.
- c) We will do our best to ensure that matters proceed smoothly and quickly and will provide you with an estimated timescale.
- d) Sometimes delays are unavoidable if we are waiting to hear from someone else before we can make progress.
- e) We will regularly explain what is going on and the progress being made.

9. COMPLAINTS AND CLAIMS

- a) We hope that we will meet your expectations of us. However, should you have concerns about any aspect of our service, please raise them in the first instance with the person who is dealing with the matter. If you still have queries or concerns after doing so, or would prefer to discuss them with someone else, please contact, CHARLES CULSHAW at our Wells office (telephone 01458 442433 or e-mail c.culshaw@gouldandswayne.co.uk) or, in his absence or if he is dealing with the matter, Gian Floris (telephone 01749 390082 or e-mail g.floris@gouldandswayne.co.uk).
- b) We will not charge for dealing with a complaint.
- c) You have the right to challenge or complain about our bill interim or final. If you wish to do so, please note the following points:
 - Such a complaint will be dealt with in the same way as other complaints.
 - If we have not already done so, we will provide you with a detailed narrative so that you can easily understand how the costs were incurred.
 - If you apply to the court for assessment of a bill, the Legal Ombudsman may not deal with a complaint about that bill.
 - If you do not pay a bill, or part of a bill, which is subsequently agreed or found to be properly payable within our normal payment terms, we reserve the right to charge interest in accordance with our Terms of Business.
- d) If we are unable to resolve any concerns immediately, we have a complaints procedure that will be sent to you on request or if that you make a complaint about our service. You must follow our complaints procedure if you wish to take matters further.
- e) If, eight weeks after you have initiated our complaints procedure, you are still not satisfied with our response, you have the right to complain to the Legal Ombudsman unless you are:
 - a business which is bigger than a micro enterprise
 - a charity or club with an annual income of more than £1m, or
 - trustees of a trust with asset value of more than £1m.

- f) There is information about how to complain to the Legal Ombudsman on his website at www.legalombudsman.org.uk/consumer/index.html.

You can also contact the Legal Ombudsman by

e-mail at enquiries@legalombudsman.org.uk,
by telephone on 0300 555 0333, or
by post at PO Box 6806, Wolverhampton, WV1 9WJ.

Please note that there are time limits for complaining to the Legal Ombudsman. Normally, you will need to bring a complaint to the Legal Ombudsman within 6 months of receiving a final written response from us about your complaint or within 6 years of the act or omission about which you are complaining occurring (or if outside of this period within 3 years of when you should reasonably have been aware of it).

- g) We hold professional indemnity insurance, details of which can be provided on request.

B. What we ask of you

It is important, to ensure that we are acting in your best interests and to ensure that your matter proceeds as smoothly as possible, that you:

- a) explain to us all your objectives and expectations, major and minor, associated with the matter on which you are instructing us.
- b) provide us with clear, timely and accurate instructions.
- c) read carefully everything that we send you, and tell us if there is anything you do not understand or want to know more about.
- d) provide all the information and documentation required to deal with the matter in a timely manner.
- e) deal promptly with anything we ask you to do.
- f) meet all requests for payment of expenses or bills promptly.
- g) inform us of any change in circumstances that may affect what we are doing for you, including any change of address or if you are going away for more than a week.
- h) do not give us any untrue or misleading information.
- i) if appropriate attend as necessary any expert or at any court hearing and preserve documents relevant to your case even where harmful to it.

If you do not do as requested above, it may hold your matter up, we may have to increase our estimate of the likely overall cost of the matter, and in some circumstances we may have to stop acting for you. We will tell you if this becomes a possibility. Please see the section in our Terms of Business for more information about ending our instructions.