



To:-

Date

Dear

Thank you for instructing Law Abroad plc. This letter sets out how we will deal with your matter and our agreement with you on costs and our plan of the next steps to be taken.

A Client's Guide to the UK's Leading Lawyers 2011 (www.chambersandpartners.com) says of Law Abroad plc:

“Superlative service ... Excellence and personal service ... in a league of its own in terms of client care ... It is one of the very best firms.....glowing reputation is fully deserved”

The Legal 500 ([read more](#)) says:

“extremely high standards, both in terms of legal advice and client care”

“overall it is one of the very best law firms”

“The firm's service standards are widely recognized to be unmatched by any other firm”.

Files are audited regularly and each lawyer's performance is published on our website – www.lawabroad.co.uk.

Exactly the same standards and our four core promises apply to work done in South Africa, as well as in England and Wales.

Our four core promises:

Law Abroad plc
Registered in England: Number 3384650
Registered Office: 79 Marlowes, Hemel Hempstead, Hertfordshire HP1 1LF
PO Box 764, Wellington 7654, Western Cape, Republic of South Africa
A list of directors is open to inspection at the registered office
Freephone 0800 298 4 298
info@lawabroad.co.uk
Regulated by The Solicitors Regulation Authority

- We will see you within 5 minutes of your appointment time or your arrival in the office, whichever is later.
- We will contact you each calendar month to tell you how your case is progressing.
- If you telephone us before 3.00pm we will return your call within 3 hours.
- Any email received from you by 3.00pm will be answered the same day.

We will pay you £50 each time we do not keep any of these four core promises.

Who will deal with your case?

I will. I am a solicitor dealing with this type of work. Others may assist me and you will be advised at the time. If I am not available any member of Law Abroad plc will be happy to take a message. Details of our staff and their performance audits are on our website at www.lawabroad.co.uk. Our telephone lines are staffed 24 hours a day, 7 days a week.

24/7 Electronic File Access

I will provide you with a secure website address and unique user name and password to enable you to access your electronic file 24 hours a day, seven days a week. You can therefore keep fully up to date with any progress that has been made on your file.

Your responsibilities

You must co-operate with us in order for us to deal with your matter. That involves giving us clear instructions when we ask you and not giving us false or misleading information.

You must keep to any arrangements we have about paying for our services. You must not ask us to act in any way that would breach our professional rules.

Our responsibilities

We must act in your best interest at all times. We must comply with our professional code – the Solicitors’ Code of Conduct 2007, the main principles of which are:

1. to uphold the rule of law and proper administration of justice;
2. to act with integrity;
3. not to allow our independence to be compromised;
4. to act in the best interest of each client;
5. to provide a good standard of service;
6. not to behave in a way that is likely to diminish the trust the public places in us or our profession.

The full code is available at www.sra.org.uk.

Complaints Procedure

Law Abroad plc has unmatched standards which we are determined to maintain. If you are unhappy with any aspect of our service, please contact Kerry Underwood, our complaints handling solicitor. Any complaint will be fully investigated free of charge. Our full complaints procedure is on our website at www.lawabroad.co.uk.

Costs and funding

I have discussed with you the way in which the legal costs of your matter might be funded. These include:

- fixed fee
- legal expenses insurance
- after the event insurance
- trade union funding
- legal aid
- conditional fee agreement
- contingency fee agreement
- payment by another person
- hourly rate

Details of the arrangements we have made are contained in a schedule to this letter.

I have also discussed with you the situation where you may be responsible for another party's legal costs if your action is unsuccessful or if you withdraw from the case. These costs of another party may be covered by an existing insurance arrangement that you have or you may be able to purchase insurance to cover this potential liability. We can help you with this.

Fixed Costs Contingency Fees - Our unique appeal procedure

If we are working for you in return for a fixed fee or under a contingency fee agreement then our fee is not directly related to the amount of work we do.

This creates a risk that a lawyer will under-settle the claim so as to avoid too much work and to get the fixed fee or contingency fee for less work than the matter needs.

We have strict rules within Law Abroad plc to avoid this happening and we will never settle a matter without your authority.

However, if you are unhappy about the terms of settlement in a case dealt with by payment of a fixed fee or a contingency fee then you may use our appeal procedure. This enables you to appeal to Iain Goldrein QC and we will pay his fees and abide by his decision. Thus if he decides that we under settled by £1,000 we will pay you that sum.

We trust that this will never happen but we regard it as important to have such a procedure in place. For more information about our appeal procedure please contact Kerry Underwood at this office.

This is additional to and separate from all other rights of redress you may have and does not affect them.

Payment

Where we have agreed with you a fixed fee for any work that fee is payable in advance of us doing the work otherwise we normally deliver a bill each month.

You can pay on line, which is our preferred method of payment, by simply clicking on the link on the bill to enter our website and make the payment. You can also pay by debit and credit cards and there is no extra charge for this.

We will keep you informed about costs as your matter progresses. Each three months, we will tell you how much the costs are, but please feel free to ask about costs at any time.

We will explain to you, and confirm in writing, any changed circumstances which will, or which are likely to, affect the amount of costs, the degree of risk involved, or the cost-benefit to you of continuing with the matter.

We will inform you in writing as soon as it appears that any costs estimate or any agreed upper limit on costs may or will be exceeded. If the matter is urgent we will speak to you about the increase in costs but may have to confirm the arrangements in writing later.

We will consider your eligibility for legal aid if a material change in your means comes to our attention, but please note that this firm does not carry out legal aid work.

Money Laundering

Under the Money Laundering Regulations 2007 we must obtain evidence of the identity of all clients both individuals and companies. In some lengthy matters we need to update this evidence as the case goes along.

Under the Proceeds of Crime Act 2002 we must report any suspicions that we have regarding money laundering to the authorities. These regulations used to be restricted to the proceeds of drug trafficking and terrorist activity, but now relate to the proceeds of any crime whatsoever. There are severe penalties if we do not comply and it is highly

unlikely that the need to make a report would ever apply to you, but you should be aware of our obligations.

If we make a report the Act stops us from carrying out any further work for you unless we obtain authority to do so. The Act also stops us from telling you that a report has been made or explaining to you why we have stopped work for you. These duties override our duty to you and as such you accept that we will not be liable for any loss you may suffer because of our actions in complying with these duties.

For what it is worth the directors of this company take the view that all of this is a complete waste of time and achieves none of the Government's objectives but while the law exists we must obey it.

Financial Services

We are not authorised under the Financial Services and Markets Act 2000 but we are able, in certain circumstances, to offer a limited range of investment services to the client because we are governed by the Solicitors' Regulation Authority. We can provide these investment services if they are an incidental part of the professional services we have been engaged to provide.

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.

Termination

In the unlikely event we can no longer act for you I will advise you accordingly providing full reasons for our decision. Please note we would be entitled to keep your papers and documents while there is money owing to us for our charges and expenses.

Limiting liability

In certain circumstances and in certain cases we may wish to limit our legal liability to you but if we need to do so I will discuss and write to you separately about this.

What we will do next

I have discussed with you the issues involved in your matter and the options available to you and we have discussed what you are hoping to achieve in relation to the work that you would like us to do for you. I have set out in a separate schedule a brief plan setting out what we will do and what we hope to achieve for you including an estimated time

table. I have set out the next steps we intend to take to progress your matter including where you will need to help us achieve your goal. If there is anything in this document that you do not understand or do not agree with please contact me immediately so we can discuss and agree any variation.

I am required to conduct a cost-benefit analysis into your matter before proceeding. This means that I must weigh up the costs you are likely to incur against the likely benefits of proceeding with your matter.

My advice is that at this stage you should proceed. If for any reason circumstances change to affect this advice I will let you know in writing.

Other matters

We may from time to time receive commission on work carried out or placed on your behalf. Any such commission over £20 belongs to you and will be paid to you unless we have agreed between us that any such sum may be kept by my firm – for example where you owe us money and we can off set the commission against sums due.

On conclusion of your matter your papers will be scanned and stored securely in electronic form which is backed up on a regular basis. This service is free of charge. We will physically destroy the file one month after the end of the matter unless you tell us that you wish to collect and keep your papers. Obviously we will not destroy important original documents such as wills and deeds.

In terms of service provision we aim to be the best law firm in the world. If you are aware of any aspect of our service that is bettered by another law firm, please tell me, as there is always room for improvement.

To ensure that you have received, understood and agreed to the terms in this letter please sign, date and return a copy to me as soon as you can and please sign and return a copy of the schedule attached to this letter.

Data Protection Act

You are asked to note the following in particular and to sign the declaration:

“I understand that the information that I give in relation to my matter, including sensitive personal data, may be processed for the purposes of providing legal advice and all related matters. This may include the transfer of information outside the European Economic Area. This will include South Africa which does not have a specific data protection law, but I understand that my records will continue to be handled in line with good practice followed in the United Kingdom. By signing this letter I consent to such processing and transfer. I understand that I do not have to consent to the transfer of information outside the European Economic Area and that I may revoke my consent at any time.”

If you have any queries about this letter please telephone me.

With kind regards

Yours sincerely

[Name of Lawyer]
LAW ABROAD plc

Signed:

Dated: