

The Fixed Price Legal Service (Dispute Resolution and Professional Negligence) (“the Service”) Terms and Conditions

Appointment Length	With a solicitor	With a partner
Up to 30 minutes	£50.00 inc vat	£100.00 inc vat
Up to 60 minutes	£100.00 inc vat	£200.00 inc vat

Accessing the Service

1. The Service is subject to these Terms & Conditions. When you access the Service and agree to make the required payment these Terms & Conditions will apply.
2. To access the Service, telephone, email or write to us and tell us what you require advice on.
3. We will make an initial determination about whether the Service is suitable for the advice you require. Where you require advice about a dispute we may need to do a conflict check before we can agree to provide the Service.
4. Where we decide that the Service is suitable for the advice you require:
 - 4.1 we will advise you how much time your appointment is likely to take.
 - 4.2 we will also advise you whether the Service you require needs the expertise of a solicitor or a partner, though if there are no special circumstances, and you have no preference, we would normally suggest an appointment with a solicitor.
 - 4.3 we will take your contact details from you, including your full address.
 - 4.4 we will ask for/take an advance payment.
 - 4.5 we will reserve an appointment date and time for you.
 - 4.6 when we have received your payment we will confirm your appointment in writing, by email (or by post, at your request).
 - 4.7 we usually allow 14 clear days between the date your payment is made and the Service being provided. This is to allow you to exercise your 14 day right to cancel.* If you require the Service earlier then you may agree, (in writing) to the Service being provided before the end of the cancellation period, in which case, your right to cancel will end once the Service is provided.
 - 4.8 we will telephone you on the appointed day and time.
 - 4.9 after your appointment, we will provide you with a receipted invoice, by email, (or by post, at your request).
5. Where we decide that the Service is not suitable for the advice you require:
 - 5.1 we may advise you on a suitable alternative, and if you agree, we will make arrangements to provide that advice under our standard terms of business.
 - 5.2 In the event that you have already made an advance payment, we will refund your payment in full within seven days of receipt of the payment.

The Service

6. The Service is for initial verbal advice on a single, non-complex legal problem.
7. The Service is not suitable for resolving complex legal problems, though it may be suitable for identifying what they are and advising you of your options.
8. Our Dispute Resolution Solicitors have expertise, and can advise on, legal problems within the following areas of law; professional negligence, will and estate disputes, property disputes, contract disputes and disputes between business owners.
9. We do not advise on matters outside of the categories listed at paragraph 7, within the Service.
10. We can only advise on problems to which the laws of England and Wales apply.
11. We will provide you with up to 30 minutes or 60 minutes of time to discuss your problem and receive advice, face to face, or by telephone.
12. All appointments for the Service are made between 9am and 4pm, Monday to Friday.
13. We will not review documentation within the fee for the Service. We make a separate charge for this:
 - 13.1 If it is necessary for us to review documentation in order to advise you, then we will make a separate charge calculated by reference to the amount of documentation we are asked to review.
 - 13.2 We will require you to provide the documentation that you want us to review before we confirm your appointment so that we can advise you of the separate charge we will make for reviewing it. You can then decide whether or not you wish to continue with your appointment.
 - 13.3 If you do wish to continue with your appointment once you know what the separate charge for reviewing documentation will be, then we will make an appointment in accordance with paragraph 3 above, and we will require you to pay any separate charge for reviewing documentation at the time your appointment is made.
14. We do not provide written advice within the Service. Written advice will only be provided under our standard terms of business.
15. The Service may not be used for follow on or subsequent advice about the same legal problem. Subsequent or follow on advice will only be undertaken under our standard terms of business.
16. Provision of the Service does not oblige us to accept any further instruction from you or in relation to the legal problem for which the Service was provided.

17. We can only advise you on the information that you give to us. We accept no responsibility for the accuracy of any advice given in the Service where that advice is based on information which is incorrect, regardless of the reason.
18. We have the absolute right to decline any request for us to provide the Service, without giving a reason.
19. Provision of the Service requires us to retain data. We also reserve the right to record telephone calls where we deem it necessary. By using the Service you consent to the retention of data and the recording of calls.
20. The laws of England and Wales apply to all aspects of the Service.

***Your Right to Cancel**

(The Consumer Contracts (Information, Cancellation and Additional Charges Regulations) 2013)

21. Your 14 day right to cancel

You have the right to cancel where the contract was concluded at a distance or away from our premises. You do not have to give us any reason and you do not incur any liability to pay us anything because you have cancelled.

This means that you have the right to cancel your instructions with us within 14 days of the date that you make payment for our fixed fee service. You must cancel your instruction by notifying us in writing (by post, email or fax). Simply write to us setting out your name and address and stating that you want to cancel your instruction. Written correspondence should be addressed to Veronica Howley at Lees Solicitors LLP, 44/45 Hamilton Square, Birkenhead, CH41 5AR. Emails should be sent to vth@lees.co.uk

22. Asking us to start work during the 14 day cancellation period

If you require us to start work during the 14 day cancellation period, then you must make an express request, by notifying us in writing (letter, email or fax), that you require us to start work straight away.

Once we have started work, you may be charged for the work we have done within the 14 day period if you then cancel your instructions.

23. Our Fee for Late Cancellation

In the event that we telephone you for the scheduled appointment, and we are unable to speak to you (whatever the reason), we will treat your non-availability as a late cancellation and we will charge a late cancellation fee of £30 plus the full amount of any separate charge we have made for reviewing documentation.

24. **Complaints**

If you consider that we have unreasonably refused to accept your request to act on your behalf in this case, and you consider that as a consequence, you have suffered financial loss or have been unreasonably inconvenienced by our decision not to accept your instruction, then you do have the right to complain. Our complaints handling procedure is available [here](#). All of these stages in our complaints handling procedure are designed to enable us to resolve your complaint promptly within the Firm. If for whatever reason your complaint is not resolved or not resolved to your satisfaction within eight weeks of the date of your initial complaint, you can refer the matter to the Legal Ombudsman. You can call the Legal Ombudsman on 0300 555 0333, email to enquiries@legalombudsman.org.uk, visit the website at www.legalombudsman.org.uk or write to Legal Ombudsman, PO Box 6806 Wolverhampton, WV1 9WJ. Normally, you will need to bring a complaint to the Legal Ombudsman within 12 months of receiving a final written response from us about your complaint and within six years of the act or omission about which you are complaining occurring (or if outside of this period, within three years of when you should reasonably have been aware of it).

25. **Equality and Diversity**

Lees is committed to the avoidance of discrimination and to the promotion of equality and diversity.