

CLIENT CARE POLICY

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I Introduction

- 1.1 Client care is central to the regulatory regime under which we operate. Lamb Brooks is committed to providing a good standard of service to all clients—all staff share the responsibility of ensuring we achieve this.
- 1.2 This policy applies to all individuals working at all levels, including partners, consultants, solicitors, other employees (whether permanent, fixed-term or temporary), contractors, trainees, seconded staff, home-workers, casual staff, agency staff, work experience and students, agents, sponsors, volunteers or any other person associated with the firm wherever located (collectively referred to as ‘**staff**’ in this policy).

2 Responsibility

The compliance officer for legal practice (COLP) is responsible for this policy and for supervising the firm’s client care arrangements.

3 Client care standards

- 3.1 In all our dealings with clients, we will act:
 - 3.1.1 in their best interests;
 - 3.1.2 with independence;
 - 3.1.3 with honesty;
 - 3.1.4 with integrity; and
 - 3.1.5 in a way that encourages equality, diversity and inclusion.
- 3.2 We will not:
 - 3.2.1 abuse our position by taking unfair advantage of clients or others; or
 - 3.2.2 unfairly discriminate by allowing our personal views to affect our professional relationships and the way in which we provide services to clients—see also section I 6 (Equality and diversity).
- 3.3 We will keep the affairs of current and former clients confidential unless disclosure is required or permitted by law or the client consents—see section 4 (Confidentiality).
- 3.4 We will give clients information in a way they can understand. We will ensure clients are in a position to make informed decisions about the services they need, how their matter will be handled and the options available to them.

Client Service Charter (the firm’s Quality Objectives)

- 3.5 The firm has adopted LawNet’s Client Service Charter (‘the Charter’) which should be referred to in each department’s initial documentation to clients. A copy can be viewed on

our website under the ‘About us’ heading (in the LawNet section), and a hard copy must be made available, upon request.

4 Confidentiality

- 4.1 We have a legal and regulatory duty to protect clients’ confidential information. The protection of confidential information is a fundamental feature of our relationship with clients. This duty continues after the end of the retainer and even after the death of the client.
- 4.2 All members of staff must keep the affairs of clients confidential unless:
 - 4.2.1 disclosure is required or permitted by law (eg under the Proceeds of Crime Act 2002—see our Anti-money laundering and counter-terrorist financing policy); or
 - 4.2.2 the client consents.
- 4.3 Detailed requirements are contained in our separate conflict, confidentiality and disclosure policy. If you are uncertain whether particular information is confidential you should follow the process set out in that policy.
- 4.4 Information security is a key part of keeping clients’ affairs confidential. See our separate information management and security policy.
- 4.5 We will ensure we are satisfied that any external provider has taken all appropriate steps to protect clients’ confidential information.

5 Conducting the matter

The SRA and wider regulatory regime imposes a broad range of requirements that are relevant to conducting client matters. These are summarised in this section.

5.1 Enquiries from potential clients

5.1.1 Enquiries from potential clients will be dealt with as shown in the table below:

<p>General telephone enquiries</p>	<p>All telephone calls received should be answered and dealt with in accordance with the procedures contained within the Office Manual (as well as any relevant policies).</p> <p>Where a telephone enquiry is made to reception, the telephone call will be transferred from reception to a member of the appropriate department. Generally, reception has standing instructions not to take messages and therefore telephone calls transferred from reception should always be answered, where possible.</p> <p>Where it is not possible for reception to transfer the call to a person in the relevant department, in the first instance, reception should suggest the client could be transferred to</p>
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	<p>the relevant staff member’s voicemail facility. If the client prefers not to leave a voicemail, then the receptionist can note the name of the person making the enquiry, their organisation (if applicable), a telephone number (even if we have it) and details about the nature of the enquiry. These details should be provided to a member of the appropriate department by email, as soon as possible.</p> <p>Any messages received from reception should be responded to within one working day, if possible.</p>
<p>Telephone enquiries direct to individuals within the firm</p>	<p>All telephone calls received should be answered and dealt with in accordance with the procedures contained within the Office Manual (as well as any relevant policies or additional departmental practices in this regard).</p> <p>Where a telephone enquiry is made directly to a member of staff in respect of a matter being dealt with by another department, the member of staff who receives the call should deal with the enquiry as though it were a general telephone enquiry and act as reception would in such circumstances (see above).</p> <p>Where possible, enquiries should be dealt with promptly by staff and should be resolved during the telephone call, if it is possible to do so. All telephone calls should be documented in an attendance note and kept on the relevant file.</p> <p>Where it is not possible to deal with an enquiry immediately, staff should note the name of the person making the enquiry, their organisation (if applicable), contact details (including, but not limited to a contact telephone number, even if we already have it) and details about the nature of the enquiry.</p> <p>Where it is possible, an anticipated timescale for a response should be provided to the person making the enquiry. However, care should be taken not to make promises as, if they cannot be kept, this may amount to an undertaking on behalf of the firm.</p> <p>Where an initial enquiry is received and the person has not instructed us/booked an appointment, you should ask whether they would be willing to receive a follow-up and, if so, diarise to do so within a few days.</p> <p>Voicemails and messages should be dealt with as though they are direct telephone enquiries and, where possible, calls should be returned within one working day (even if this is</p>

	<p>simply to explain an anticipated timescale for dealing with the enquiry).</p>
<p>General email enquiries</p>	<p>All email enquiries should be dealt with in accordance with the procedures set out in the Office Manual, as well as our IT Policy.</p> <p>If an email is sent to any member of staff in relation to another matter being dealt with by another department or fee earner, the email should be forwarded to the relevant fee earner or a member of the relevant department as soon as possible (and within one working day). If you receive such an email from another member of staff, you should email or otherwise communicate with that member of staff to confirm receipt of the enquiry. You should then deal with the enquiry as though it were received directly.</p> <p>If you are not sure which department would deal with an enquiry that you receive, you should discuss this with your Head of Department and act upon their instructions in this regard.</p>
<p>Email enquiries direct to individuals within the firm</p>	<p>All email enquiries should be dealt with in accordance with the procedures set out in the Office Manual, as well as our IT Policy.</p> <p>You should consider whether it is appropriate to acknowledge receipt of the email and provide an estimated timescale for responding fully to the enquiry (for example, due to workload where an email cannot be responded to within one working day and/or where further information is required in order to properly respond to the enquiry).</p>
<p>Website enquiries</p>	<p>Enquiries made via the website are sent to the Marketing Executive.</p> <p>The Marketing Executive will ensure that the enquiry is forwarded to a member of the relevant department in order for the enquiry to be dealt with. A member of the relevant department will make contact with the person who has made the enquiry within one working day, where possible, (either by telephone or email) as though the enquiry had been received directly – please see above.</p>
<p>Enquiries to reception</p>	<p>Any telephone enquiries made to reception will be treated as general telephone enquiries (see above).</p> <p>In respect of new enquiries made at reception in person, the receptionist will contact a member of the relevant</p>

	<p>department and identify the person’s name and the nature of their enquiry. Wherever possible, a member of the department should promptly go down to reception to speak with the person using one of the private meeting rooms. Conversations should not take place in the reception area. An attendance note of the meeting should be taken by the member of staff, including the name of the person making the enquiry, their contact details and the content of the discussion.</p> <p>If any further follow up is required, the client should be provided with an appointment or an estimated timescale for a response to be provided to them (however, care should be taken not to make promises in this regard as, if they cannot be kept, this may amount to an undertaking on behalf of the firm).</p> <p>Where a member of the relevant department is not available to come down to reception to meet with the person making the enquiry, reception will provide the person making the enquiry with an “enquiry form” for them to complete and advise that this will be passed on as soon as a staff member is available. Reception will then place the completed enquiry form in the pigeon-hole for the relevant fee earner/department in the post room and a member of the department will be contacted by email, to alert them to the written enquiry. The relevant Head of Department should also be copied into the email to highlight that no one was available so they can review whether any changes should be made going forward to increase the likelihood that someone will be available in the future. The enquiry should then be dealt with by a member of the relevant department promptly and in the same way as an email or telephone enquiry (see above).</p>
<p>Enquiries at or following networking events</p>	<p>If a member of staff receives an enquiry at a networking event orally, they should take the contact details for the relevant person and the details of the enquiry. It is not necessary for this to be formalised in writing, but the enquiry should be conveyed (either orally or in writing) to a member of the relevant department for the enquiry to be dealt with accordingly. A member of the relevant department should make contact with the person who made the enquiry within one working day of being informed of the enquiry and any communication should be in accordance with the procedures contained in the Office Manual, any relevant policies and the relevant guidance above.</p>

	If an enquiry is received following a networking event either by email or telephone, then they should be dealt with in accordance with the relevant guidance above (as either an email or a telephone enquiry).
Written enquiries	<p>Any enquiries received by post will be delivered to the relevant department in accordance with the procedures contained within the Office Manual. The enquiry should be dealt with by a member of the relevant department promptly and in the same way as an email enquiry (see above).</p> <p>Any written enquiries that are delivered by hand will be placed by reception in the pigeon-hole for the relevant fee earner/department in the post room and a member of the department contacted by telephone/email to alert them to the written enquiry. The enquiry should then be dealt with by a member of the relevant department promptly, and in the same way as an email enquiry (see above).</p>
Enquiry via a third party, eg family member, another professional	Any enquiries received via a third party should be dealt with in the same manner as any enquiries received at or following networking events (see above).

5.1.2 We will exercise the same level of care in relation to potential clients as we do for existing clients.

5.2 Client identity and authority to provide instructions

5.2.1 Fee earners must identify who Lamb Brooks is acting for in relation to any matter. The process for this is set out in our Anti-Money Laundering and Counter Terrorist Financing Policy.

5.2.2 We will only act on instructions from the client or someone properly authorised to provide instructions on their behalf. If the fee earner has reason to suspect the instructions do not represent our client’s wishes, they must not act—unless they have satisfied themselves that the instructions do reflect our client’s wishes. See sections 6.10 (Duress and undue influence) and 12 (Refusing instructions and ceasing to act).

5.3 Conflict and confidentiality issues

5.3.1 We cannot accept instructions where our duty to act in the best interests of any client in relation to a matter conflicts with the personal or commercial interests of the firm or a member of staff in relation to that or a related matter—or there is a significant risk that it may conflict. This is known as an own interest conflict.

5.3.2 Subject to two specific exceptions, we cannot accept instructions where we owe separate duties to act in the best interests of two or more clients in relation to the

same matter or a related matter and those duties conflict. This is known as a client conflict of interest.

- 5.3.3 We must also be careful to manage actual and potential commercial conflicts of interest. These are conflicts of interest that do not breach any regulatory requirements, but which could have an adverse effect on the firm or our relationship with clients if they arise.
- 5.3.4 We must keep the affairs of current and former clients confidential unless disclosure is required or permitted by law or the client consents to disclosure. See section 4 (Confidentiality).
- 5.3.5 Our Conflict, confidentiality and disclosure policy sets out our processes for identifying and managing conflict and confidentiality issues.

5.4 Scope of services

- 5.4.1 It is important that fee earners agree the scope of services we will provide for each client, including, where appropriate, what services are excluded from our scope of work and what is or is not included in our fees—see section 7 (Costs and funding) below. This should be done at the outset and reviewed, as appropriate, as the matter progresses. General limits on the scope of our services are set out in our terms of business. However, any specific limitations should be recorded in writing in the engagement letter.
- 5.4.2 We will explain to the client, record on the file, and confirm in writing what services we will provide on the client's matter together with any limitations or conditions on what we can do for them, eg because of the way their matter is funded.

5.5 Service levels

- 5.5.1 Fee earners should agree an appropriate level of service with clients, eg agreeing how we will update the client on progress (ie by letter, email or telephone) and how often. Fee earners should also explain our responsibilities and those of the client.
- 5.5.2 This must be recorded on the matter file and confirmed to the client in writing, eg in the engagement letter.

5.6 Contact details of fee earner and supervisor

- 5.6.1 Fee earners must provide their status and contact details to clients, together with the name, status and contact details of the person with overall supervision of their matter.
- 5.6.2 Clients must be informed in writing if the person with conduct of their matter changes, or there is a change of person to whom any problem with service may be addressed.

5.7 Regulatory transparency

- 5.7.1 Fee earners must ensure clients understand whether and how the services we provide are regulated. This includes:
- (a) explaining which activities will be carried out by Lamb Brooks, as an SRA-regulated law firm;
 - (b) explaining which services provided by Lamb Brooks are regulated by the SRA or another legal regulator;
 - (c) ensuring we do not represent that Lamb Brooks is regulated by the SRA, if that is not the case.
- 5.7.2 We must also ensure clients understand the regulatory protections available to them.
- 5.7.3 It is essential that fee earners use our standard engagement letter and terms of business when opening a new client matter, to ensure compliance with these requirements.

5.8 Other information requirements

- 5.8.1 We must ensure clients are informed in writing at the time of engagement about their right to complain. This is confirmed in our Terms of Business.
- 5.8.2 Fee earners must give clients tailored information about the cost of our service at the time of engagement and, when appropriate, as the matter progresses.
- 5.8.3 We must ensure clients are informed of any:
- (a) financial or other interest a third party has in referring the client to Lamb Brooks or vice versa; or
 - (b) any fee sharing agreement that is relevant to their matter.

5.9 Case strategy

- 5.9.1 Fee earners must ensure the strategy for a matter is always apparent on the matter file by keeping file checklists up to date and ensuring there are written records of all verbal communications on the file, in addition to written communications.

5.10 File maintenance

- 5.10.1 Fee earners must ensure the status of the matter and the action taken can be easily checked by other members of staff. This should be done by keeping the document and case management system up to date.
- 5.10.2 Fee earners must maintain all key information on the file, including:
- (a) letters, emails and other communications to and from the client;
 - (b) attendance notes or other records of information;
 - (c) all costs and funding information and updates;

(d) all other documents relevant to the matter.

5.10.3 The matter file should be maintained in an orderly fashion and filing kept up to date.

6 Clients’ attributes, needs and circumstances

6.1 We have a duty to identify and make reasonable adjustments for clients who have a disability. A client has a disability if they have a physical or mental impairment that has a substantial and long-term adverse effect on their ability to carry out normal day-to-day activities. We cannot pass the cost of making the adjustment onto our client. More information is contained in our equality and diversity policy.

6.2 We must always consider act in the best interests of each client and take account of our clients’ attributes, needs and circumstances when taking instructions and during the course of the matter.

6.3 This includes identifying clients who:

6.3.1 have capacity to make decisions and provide instructions, but by reason of a mental and/or physical disabilities, other characteristics or their situation, need extra support to access our services and give instructions;

6.3.2 lack mental capacity to make decisions and provide instructions, for whom a range of statutory and other safeguards must be followed; and/or

6.3.3 are vulnerable to undue influence or duress.

6.4 We will only act on instructions from the client or someone properly authorised to provide instructions on their behalf.

6.5 Factors that may indicate particular attributes, needs or circumstances

6.5.1 The following personal characteristics and situations are examples of factors that could indicate a client has particular attributes, needs and circumstances (including a disability):

Characteristics	Situation
Age	Threat of harm
Low literacy	Bereavement
Physical disabilities	Relationship breakdown
Health problems	Having recently left care
Lack of Internet access	Concern over access to children
Low income	Victim of crime or accident

Characteristics	Situation
Learning disabilities	Loss of income
Mental health issues	Loss of employment
Location	Threat of deportation
Lone parent	Concern over child welfare
Inexperience	
Cultural barriers	
English as a second language	
Being a carer	
Living alone or in poor living conditions	

6.6 Any one or more of these risk factors may mean there are particular attributes, needs and circumstances we need to consider and take into account. Some clients may be affected by more than one factor.

6.7 Identifying the needs of clients with particular attributes, needs or circumstances

6.7.1 It is not always easy to identify clients’ particular attributes, needs or circumstances. Some signs may be obvious while others are hidden and your client may not tell you of any difficulties. You should not feel inhibited about asking for more information. You should tactfully try to identify the needs of your client to find out whether they:

- (a) understand and can act on the information and advice provided, or whether they may need support to do this; and/or
- (b) have any other requirements or preferences:
 - (i) for communicating with you;
 - (ii) in terms of accessing our services, eg *to overcome mobility problems or hearing or sight difficulties*; or
 - (iii) about how our services are provided, eg *documents written in clear and simple language or information given orally*.

6.7.2 Carers or family members may also be able to provide helpful information, but in the first instance you should always seek to discuss these matters with the client alone, unless the client lacks capacity to give you instructions—see section 6.9 (Mental capacity).

6.8 Responding to clients’ particular attributes, needs or circumstances

6.8.1 The table below gives examples of the sort of steps we will consider taking where we identify a client has a disability or other relevant attribute, need or circumstance:

Factor	Potential response
Client does not speak or understand English	Use an interpreter or translator
Client has a physical disability	Liaise with the Office Manager or Head of Department who will ensure appropriate steps are taken in order to accommodate the client's needs
Client: —needs longer to understand what you are explaining —has a speech impairment, or —communicates through a third party	Allow extra time for meetings
Client has visual impairment	Provide information in large print, Braille, audio, DVD or easy-read format Provide a reader
Client has hearing impairment	Provide a sign language interpreter, lip-speaker or deaf-blind communicator
Client's ability to attend the office is impaired by mental health issues	Consider visiting client at home, with appropriate safeguards in place
Client has cognitive impairment, particularly affecting memory	Provide a digital recorder, Dictaphone or electronic note-taker
Client is dyslexic	Provide written text on a coloured rather than white background. The client can advise you if this would be helpful for them and which colours to use

6.9 Mental capacity

- 6.9.1 A client lacks capacity in relation to a matter if, at the material time, they are unable to make a decision for themselves in relation to the matter because of an impairment of, or a disturbance in the function of, the mind or brain. It does not matter whether the impairment or disturbance is permanent or temporary.
- 6.9.2 Capacity is decision-specific. A client who has capacity to make a simple decision may not have capacity to make a complex decision or a decision that has significant consequences or carries significant risk.

- 6.9.3 Fee earners must be satisfied that the client has capacity to give instructions on the matter in question. The statutory test of capacity to make a decision is contained in the Mental Capacity Act 2005. We do not expect fee earners to apply this test. Instead, if you reasonably entertain a doubt about your client's capacity to give proper instructions, you should seek guidance from your Head of Department.
- 6.9.4 In circumstances where we have legal authority to act, notwithstanding that it is not possible to obtain or ascertain the client's instructions, we are subject to an overriding obligation to protect our client's best interests.

6.10 Duress and undue influence

- 6.10.1 Some clients may be unable to take their own decisions because of the influence exercised over them by others (eg family members) rather than because they lack mental capacity.
- 6.10.2 The law treats such individuals differently to those who lack mental capacity. No-one else can take decisions on their behalf because the individual has capacity to make their own decision.
- 6.10.3 If you are concerned about the possibility of duress or undue influence, you must speak to you Head of Department.
- 6.10.4 We will only act on the instructions from the client or someone properly authorised to provide instructions on their behalf. If we have reason to suspect the instructions do not represent our client's wishes, we must not act unless we are satisfied that they do. If someone other than the client is seeking to provide instructions on their behalf, you must consult your Head of Department for specific guidance.

7 Costs and funding

- 7.1 Failure to provide adequate costs information is one of the most common causes of client complaints.

7.2 Costs information

- 7.2.1 We must provide the best possible information about:
 - (a) how the client's matter will be priced; and
 - (b) the likely overall cost of the matter and any costs incurred—at the time of engagement and when appropriate as their matter progresses.
- 7.2.2 This information will be provided by the fee earner conducting the matter and will usually be included in the engagement letter. The information provided should include:
 - (a) Lamb Brooks' charges;
 - (b) whether rates might increase during the period we are to be instructed;
 - (c) expected disbursements (including whether disbursements attract VAT);

- (d) whether and how we will charge if the matter does not proceed, eg *where the sale of a property falls through*;
- (e) whether the client has a potential liability for another party's costs; and
- (f) whether the client wishes to set an upper limit on costs.

7.3 Methods of funding and payment terms

- 7.3.1 Fee earners should consider and discuss with the client any relevant methods of funding their matter.
- 7.3.2 Most clients will pay our costs privately, but alternative methods of funding include legal expenses insurance, no-win-no-fee arrangements (eg a conditional fee agreement or damages-based agreement), public funding (legal aid), trade union or other membership organisation funding and third-party funding.
- 7.3.3 We provide training to relevant fee earners on alternative methods of funding. Any fee earner who requires further information should consult their line manager.
- 7.3.4 Where the client is paying privately, the conducting fee earner should agree and record payment terms with the client, including terms and frequency of interim billing and/or payments on account of costs.

7.4 Limitations or conditions

Fee earners should explain whether any costs or funding issues give rise to any limitations or conditions on what we can do for the client, eg *where the client has legal expenses insurance there may be a condition requiring us to report to the insurer before rejecting a settlement offer. We do not undertake publicly funded (legal aid) work, and if the client could qualify, then they should be advised accordingly and pointed in the direction as to where they may find such assistance / further information.*

7.5 Risk analysis and likely timescale

- 7.5.1 Clients must be in a position to make informed decisions about the services they need, how their matter will be handled and the options available to them.
- 7.5.2 To make such decisions, the client will need to know whether the potential outcome of their matter is likely to justify the expense or risk involved and the likely timescale. Fee earners are expected to discuss these issues with the client at the outset and at appropriate stages as the matter progresses. These discussions should be recorded in an attendance note and confirmed to the client in writing.

7.6 Complaints about our charges

- 7.6.1 We must inform clients in writing at the time of engagement of their right to complain about our charges.
- 7.6.2 This information is covered in our engagement letter and terms of business, but for more information, see section 13 of this policy.

7.7 Mechanism for providing costs and funding information

- 7.7.1 Fee earners must discuss costs and funding at the outset of a matter and confirm their discussion in writing.
- 7.7.2 Our engagement letter and terms of business cover the key costs and funding information that we are required to give to clients. They also prompt the fee earner to record their discussion about risk analysis and overall timescale and provide the requisite information on complaining about our charges.
- 7.7.3 Costs information should be reviewed and updated when appropriate, as the client's matter progresses and as a general rule at least every six months, although the frequency of updates should depend entirely upon the nature of the client's matter. Updates should be confirmed to the client in writing.

8 Service standards, competence and supervision

8.1 Service and competence

- 8.1.1 The services we provide to clients must be competent and delivered in a timely manner.
- 8.1.2 Fee earners must ensure that a timely response is made to telephone calls and correspondence from the client and others
- 8.1.3 All members of staff are required to take responsibility for:
 - (a) maintaining their competence to carry out their role;
 - (b) keeping their professional knowledge and skills up to date; and
 - (c) complying with any competence, continuing professional development or other training requirements that may apply to them, eg under the SRA's competence regime.

8.2 Responsibility for supervised work

- 8.2.1 Any member of staff who supervises or manages others providing legal services must effectively supervise that work and is accountable for it.
- 8.2.2 Managers must ensure that individuals they manage:
 - (a) are competent to carry out their role;
 - (b) keep their professional knowledge and skills up to date; and
 - (c) keep their understanding of their legal, ethical and regulatory obligations up to date.
- 8.2.3 More details can be found in our supervision policy.

9 Instructing and introducing clients to third parties

9.1 We frequently instruct third parties, such as experts and barristers, in the course of acting for a client. This is not the same as introducing a client to a third party, such as a tax adviser or other lawyer.

9.2 The difference, in practical terms, is set out in the table below:

Features of instructing a third party on a client's matter	Features of introducing the client to a third party
We retain control of the matter on which we have instructed the third party	The third party advises the client independently of the firm
We have overall responsibility for that matter	We are not responsible for the advice given by the third party
The third party has a relationship with us rather than directly with the client	The third party has a direct relationship with the client
The third party invoices us	The third party invoices the client directly

9.3 We have separate policies for instructing and introducing clients to a third party in our relations with third parties policy and our introductions to third parties policy.

9.4 We must not receive commission or pay referral fees in relation to personal injury clients.

9.5 We must properly account to the client for any commission or other financial benefit received as a result of making the instruction or introduction, except where the client agrees otherwise. The procedure is set out in the relevant policy.

10 General retainers

10.1 On occasion, we may enter into a general retainer with a client under which we will act for them on multiple or repeated matters. We usually only enter into general retainers with commercial clients. General retainers are also sometimes known as standing terms.

10.2 Fee earners must not unilaterally enter into a general retainer. Any general retainer must be:

10.2.1 approved by the Head of Department; and

10.2.2 recorded in our register of general retainers.

10.3 The requirements in this client care policy apply when we act under a general retainer.

11 Clients' own terms

- 11.1 On occasion, we may contract with a client on the client's own standard terms (sometimes called 'outside counsel guidelines'). We usually only contract on this basis with large commercial clients.
- 11.2 Fee earners must not unilaterally enter into a contract with a client on the client's own standard terms. Any such contract must be:
 - 11.3 approved by the Head of Department. The requirements in this client care policy apply when we act under our clients' own terms, unless the client's own terms expressly require otherwise.

12 Refusing instructions and ceasing to act

- 12.1 We must not refuse to act or terminate instructions on the basis of a protected characteristic—see section 16 (Equality and diversity)
- 12.2 We should refuse new instructions where:
 - 12.2.1 we cannot act in the client's best interests, eg because Lamb Brooks (not the individual fee earner) does not have capacity or the matter is outside our area of expertise;
 - 12.2.2 the client is likely to be unable to pay our charges and there is no suitable alternative method of funding;
 - 12.2.3 there is an own interest conflict or a client conflict (and in the case of a client conflict, neither of the two exceptions applies)—see section 5.3 (Conflict and confidentiality issues);
 - 12.2.4 we are unable to comply with our duty of confidentiality—see section 5.3 (Conflict and confidentiality issues);
 - 12.2.5 there are ethical or regulatory issues, eg *we suspect money-laundering*;
 - 12.2.6 the client proposes to make a gift of significant value to a member of staff or their family—unless the client takes independent legal advice;
 - 12.2.7 the fee earner has reason to suspect the instructions do not represent the client's wishes, eg *where they suspect undue influence or duress* (see section 6.10, Duress and undue influence);
 - 12.2.8 the client refuses to provide a reasonable payment on account of our costs and/or disbursements;
- 12.3 Fee earners should seek approval from their Head of Department before refusing instructions.

- 12.4 We may only terminate an existing retainer with the client and cease to act on reasonable notice and for good reason, eg where:
- 12.4.1 the client fails to provide funds for disbursements;
 - 12.4.2 in certain circumstances, where the client fails to pay costs on account or an interim bill - whether we can terminate will depend on our contractual arrangements with the particular client for interim billing;
 - 12.4.3 the client refuses or fails to give material information;
 - 12.4.4 the client fails to provide adequate or any instructions;
 - 12.4.5 the client requires us to behave unlawfully or unethically;
 - 12.4.6 the client obstructs or prevents us from dealing with their matter;
 - 12.4.7 there is a serious breakdown in confidence between the firm and the client (where there is a breakdown in the relationship between the current fee earner and the client, we should first explore transferring the matter to an alternative fee earner);
 - 12.4.8 the client behaves in an inappropriate way, eg sexual advances or innuendoes, threatening, abusive or violent behaviour;
 - 12.4.9 the client requires us to instruct a third party on the basis of a protected characteristic, such as their age, gender or race—see section 16 (Equality and diversity).
- 12.5 Under no circumstances should a fee earner unilaterally decide to terminate a client's retainer. They must seek approval from their Head of Department.

13 Complaints

- 13.1 Clients must be informed in writing at the time of engagement about:
- 13.1.1 their right to complain to us about our services and our charges;
 - 13.1.2 how a complaint can be made and to whom; and
 - 13.1.3 any right they have to make a complaint to the Legal Ombudsman and when they can make such a complaint.
- 13.2 This information is contained in our Terms of Business. We also provide information about our complaints handling procedures on our website.
- 13.3 The SRA imposes specific requirements in relation to handling complaints. For guidance on our policy and procedures in relation to complaints, see our separate internal complaints handling procedure.

14 Claims against the firm

- 14.1 We aim to offer an excellent service to our clients. Mistakes can occasionally happen despite our best efforts.
- 14.2 We maintain professional indemnity insurance (PII) to protect our clients if we make a mistake.
- 14.3 We must be honest and open with client if things go wrong. If a client suffers loss or harm as a result, we must put matters right (if possible) and explain fully and promptly what has happened and the likely impact. However, we must also be conscious of our obligation not to act where there is a conflict of interest between the firm and the client.
- 14.4 Where a client indicates they are bringing a claim against the firm (on a current or previous matter) or a problem has arisen on a matter which could give rise to a claim by the client, the fee earner must immediately notify their Head of Department. No further work will be carried out on the matter without approval. The fee earner must not take any action on the matter (including responding to or notifying the client) without the approval of their Head of Department - See also our separate negligence policy.

15 Limiting liability

- 15.1 Our engagement letter and terms of business contain specific paragraphs limiting our liability to clients to the extent permitted by the SRA and general law.
- 15.2 Clients may wish to amend or negotiate the limit of our liability to them. Where this happens, fee earners should seek guidance from their Head of Department .
- 15.3 Under no circumstances should fee earners agree or seek to limit liability to a level below £3 million.

16 Equality and diversity

- 16.1 Lamb Brooks encourages equality of opportunity and respect for diversity in our relationships with clients and others.
- 16.2 Lamb Brooks and all staff must not discriminate unlawfully or victimise or harass anyone, including clients, and must provide services to clients in a way that respects diversity. We must also not discriminate unlawfully when accepting or refusing instructions or terminating a retainer with a client (see section 12 above).
- 16.3 This means you must not discriminate on the grounds of:
 - 16.3.1 age;
 - 16.3.2 disability;
 - 16.3.3 gender;
 - 16.3.4 gender reassignment;

16.3.5 marriage and civil partnership;

16.3.6 pregnancy and maternity;

16.3.7 race;

16.3.8 religion or belief;

16.3.9 sexual orientation.

These are known as the protected characteristics.

16.4 Lamb Brooks will make reasonable adjustments to ensure disabled clients are not placed at a substantial disadvantage and will not pass on the costs of adjustments to these clients—see section 6 (Clients' attributes, needs and circumstances).

16.5 Please refer to our equality and diversity policy for further information.

17 Using our standard engagement letter and terms of business

17.1 Our firm's standard client care letters and terms of business have been prepared to cover all relevant parts of this policy, and applicable legal requirements, together with prompts to ensure you provide the client with all necessary information.

17.2 Every client retainer must be on our standard terms as set out in our client care letters and terms of business unless specifically agreed otherwise.

18 Training

18.1 We will provide periodic training on client care. Any member of staff wishing to attend additional training should discuss the matter with their Head of Department.

18.2 Where Heads of Department identify any gaps in training, knowledge or understanding they are encouraged to raise the issue with the COLP as soon as reasonably practicable.

19 Reporting breaches

All members of staff must promptly report any facts or matters they reasonably believe are capable of amounting to a breach of this policy. You do not have to be certain that a breach has happened—you just need a reasonable belief that something may constitute a breach. The reporting procedure is set out in our breach reporting policy.

20 Monitoring and review

20.1 We will review our client care policy regularly—at least annually. Policy last reviewed on 16 October 2023.

20.2 We will provide information and/or training on any changes we make.