

# Legal Consultation - Terms & Conditions

- 1. By accepting these terms and conditions you will be entering into a binding legal contract with us. Where you accept this agreement online or provide us with your email address, you agree to receive information about this agreement and service electronically, such as by email.
- 2. In these terms and conditions "us", "we" and "our" mean the Freeman Harris 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 £100 (excluding VAT) you are buying the right to a legal consultation session.
- 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 will take place at our offices (unless you prefer it to be provided by telephone) and 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 up to 30 minutes.
- 8. You will have the right to arrange your legal consultation session for six months from the date you pay for the service.
- 9. Once you have paid, your money is not refundable.
- 10. You cannot pass the right to the legal consultation service 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 legal consultation service.



# Benefits of the legal consultation service

- 12. You can use our Free Initial Assessment service, to provide background information in advance to maximise the use you get out of the 30 minutes.
- 13. As part of the legal consultation 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.
- 16. You can use the service to help you decide what further action to take either on your own or by instructing a lawyer.
- 17. You will receive practical advice in plain English. With any legal jargon explained.
- 18. You can choose to use the time to receive help writing a 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 legal consultation service

- 20. The advice given by us is limited to what can be achieved in 30 minutes.
- 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 neither comprehensive nor specific 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. In 30 minutes, the lawyer will not have the time to conduct a detailed review of any documents you provide.
- 27. The lawyer will not be able to test the strength of the evidence of any witness or the opponent.
- 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 complete picture 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 that you think we should know (even if it is unhelpful to your case) it is important that you tell us.
- 31. In 30 minutes, 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. At the end of the service our lawyer will summarise their advice and any steps you or we will take. If we provide you with any written summary of options available or action plan or draft letter (charged separately) during or after the service, 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. If we keep a paper record of our service to you, it is our practice to destroy these after 6 years.
- 34. With the legal consultation service, you will not be represented by us, instead the legal consultation service 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 legal consultation service you may decide to go onto instruct us, but that is



separate from this legal consultation service.

#### Feedback on the service

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 this service (even if it is a complaint) we would like to hear from you. Please address any feedback to the firm directly, or alternatively contact Ian Freeman (ian@freemanharris.com), Freeman Harris' CEO.

Should you not be satisfied, you also have the right to take your complaint to the Legal Ombudsman (<a href="www.legalombudsman.org.uk">www.legalombudsman.org.uk</a>) within six months of the date of receiving the firm's final response. In any event, you have a right to go to the Legal Ombudsman within six years from the date of the act you wish to complain about or three years from when you knew about it. You can contact the Legal Ombudsman on 0300 555 0333, enquiries@legalombudsman.org.uk or by writing to them at Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ. The solicitor's code of conduct can be found at www.sra.org.uk/solicitors/handbook/code/content.page

#### General terms and conditions

36. Where we agree to provide this service by telephone then you have the right to change your mind and cancel this agreement for 14 calendar days from the date of this agreement - and then within 14 days we'll pay you a full refund by the same method as you paid us. Just let us know by calling 02077907311 or by emailing contact@freeman harris.com. We reserve the right to end the legal consultation service 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 legal consultation service 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 legal consultation service 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 Freeman Harris firm of solicitors. This might be for reasons such as availability, expertise, conflict of interest or your convenience.
- 39. The data collected by us from you in booking your legal consultation session, where you agree, will only be used for the purposes of 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 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 are unique to Freeman Harris and are correct as of 28 September 2018 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.

I agree to the terms contained in this document:
Name (please print)
Signature
Date