

## Checklist: SRA Client Care Requirements

<p><b>Client care</b></p> <p>A brief summary of the SRA requirements</p>	<p><b>Rule or regulation</b></p> <p>Where in the Handbook is the full requirement?</p>	<p><b>Key people</b></p> <p>Who will this requirement impact most upon in the firm</p>	<p><b>Things to consider</b></p> <p>For firm wide issues you will in practice need to conduct regular files reviews and staff training (see key people). Here are some additional things to consider depending upon the size of your firm and the nature of your business</p>
<p>Treat clients fairly, protect their interests, agree retainers suitable to the client's needs and put them in a position to make informed decisions about their case</p>	<p>1.1, 1.2, 1.5, 1.6, 1.12 and 6.3 (see IB 6.2 also) of the SRA Code of Conduct</p>	<p>Firm and all staff</p>	<p><b>values:</b> strive towards a culture of fairness and transparency for clients.</p> <p>Consider as a firm how you could demonstrate that clients are treated fairly if asked to do so.</p>
<p>Client service is prompt, including dealing with complaints promptly (including complaints of discrimination)</p>	<p>1.5, 1.6 and 2.5 of SRA Code of Conduct</p>	<p>Firm and all staff</p>	<p><b>values:</b> strive towards a culture of speedy service and good time management</p> <p><b>process (file reviews):</b> consider adopting standard time limits within which certain steps should be taken (such as updates to clients, actioning correspondence and returning phone calls) and in your file reviews check that this is being done</p>

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<p>Client complaints are dealt with promptly, fairly, openly and effectively. This includes reiterating for clients the information given about the <a href="#">Legal Ombudsman</a> once a client complaint has reached the end of your own internal complaints procedure. Clients should not be put under pressure or asked to agree to not report a complaint or other information to the SRA or the Legal Ombudsman</p>	<p>1.10, 1.11 and 10.7 of the SRA Code of Conduct</p>	<p>Firm and all staff</p>	<p><b>values:</b> encourage a positive and constructive <a href="#">approach to complaints</a>. Us lawyers can be a little defensive when someone complains so be wary.</p> <p><b>process:</b> have a thorough user orientated written complaints procedure which prohibits charging for handling complaints or putting pressure on clients not to raise a matter with the Ombudsman. As part of the process provide any complainant's with the procedure and any other information they need to understand how their complaint will be dealt with. The SRA Code of Conduct offers some further guidance on good practice at IB1.22-1.24 and IB 10.11-10.12</p> <p><b>process:</b> attempts to prevent clients from providing information to the SRA should be prohibited and defamation proceedings should not be brought against a client without some form of sign off (see the concerns of the SRA here set out at indicative behaviour 10.12)</p> <p><b>process:</b> keep a record of your client complaints. This can help you spot patterns and improve</p>
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<p>At the outset of matters clients are informed:</p> <ul style="list-style-type: none"> <li>• of appropriate information about you, your firm and how you are regulated;</li> <li>• what protections (such as insurance, SRA or FSA oversight and compensation fund) are in place or are not for a particular matter;</li> <li>• of any limitation on your liability (i.e. for negligence) verbally and in writing (check also that the limitation is above the minimum required by the SRA Indemnity Insurance Rules)</li> <li>• their right to complain to you and to complain to the <a href="#">Legal Ombudsman</a> (where there is such a right) and how to do this, including timescales and contact details;</li> <li>• how their matter will be handled;</li> <li>• what options are available to them, in terms of funding and legal strategy for example;</li> <li>• whether likely cost of legal action could outweigh the benefits gained;</li> <li>• limitations on what you can do for the client, because of the client's funding arrangements for example;</li> <li>• of what they need to know to make an informed choice about how to proceed. Watch out for client referral arrangements which try to tie clients into things before you can advise them;</li> <li>• of the best possible information you can provide about the likely overall cost of <b>their</b> matter (including information on legal aid costs and disbursements);</li> <li>• confirmation that the client was referred to you for a fee if that was the case; and</li> <li>• how to challenge or complain about your bill and when they may be liable for interest on it</li> </ul>	<p>1.1, 1.2, 1.3, 1.7, 1.8, 1.9, 1.10, 1.12, 1.13, 1.14, 8.4, 9.4 and 9.5 of the SRA Code of Conduct</p> <p>Note that there are other client care considerations elsewhere in this checklist also. For example, you may want to mention in your client care letter any outsourcing arrangements, flag your reasonable adjustments policy and should include any wording necessary to comply with consumer legislation (i.e. consumer contract regulations).</p>	<p>Firm and all staff</p>	<p><b>precedents:</b> most firms adopt standard client care letters and terms of business for use by all staff. The Law Society have published free guidance on creating <a href="#">client care</a> letters which includes some standard paragraphs</p> <p><b>precedents:</b> information about how to challenge a bill and interest could be printed on each bill</p> <p><b>process (file reviews):</b> include a standard check in file reviews that the correct precedent is being used. If not, check the relevant points are covered and sign off the variation</p> <p><b>process:</b> a process for centrally signing off or at least sampling periodically the inevitable variations to the standard terms. This is also a good way to check centrally (i.e. someone other than the partner with usual responsibility for an area) for any funding arrangements which may benefit from a second set of eyes. For example: inappropriately high limitations on liability in negligence or profit (see 1.8 of the Code) or profit costs being wrongly claimed as disbursements. See the Law Society guidance on <a href="#">telegraphic transfer charges</a> and note that charging the client more than the firm incurred for telegraphic transfer charges has <a href="#">contributed to strike offs at the Tribunal</a> in the past. Note also the clear warnings by the SRA to avoid describing overheads of your firm (such as normal postage, telephone calls and charges arising in respect of client due diligence under the Money Laundering Regulations 2007) as disbursements in your advertisements and against advertising an estimated or fixed fee without making it clear that additional charges may be payable if that is to be the case (indicative behaviours 8.8 and 8.9 of the Code of Conduct).</p>
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<p>To make recommendations to clients about using third party goods or services in good faith and in the client's best interests</p>	<p>6.1 of the SRA Code of Conduct</p>	<p>Firm and all staff, though perhaps with the approval of agreements to refer clients to third parties going to the COLP or another senior person</p>	<p>Referring clients to third parties can be high risk if there is more involved than a simple referral in good faith i.e. without any other connection or arrangement between the staff member or the firm and the third party. Even when this is not the case client should still be informed of relevant facts about the party being referred to. For example, that a financial adviser who a client is referred is tied to certain products rather than being able to advise on all options which may be available  <b>process:</b> consider requiring the sign off of the COLP or a similar senior member of staff if an agreement of some form is being entered into to refer clients on an ongoing basis to a third party. Exclusively referring all clients to one source is unlikely to be in the best interests of every single client so this sort of issue should be watched out for. Where agreements are entered into they should always be subject to the best interests of the client on a case-by-case basis and compliant with regulatory requirements  <b>values:</b> this requirement should really be covered by the value of treating clients fairly but may be worth stressing to staff the potential risks of having an interest in where clients are referred to</p>
<p>Clients remain informed as the matter progresses of the best possible information you can give about the likely overall cost of their matter. Don't wait for the original estimate to be exceeded before updating the client.</p>	<p>1.13 of the SRA Code of Conduct</p>	<p>Firm and all staff</p>	<p><b>process (file reviews):</b> include a standard check in file reviews that the latest cost estimate has not been exceeded, remains appropriate and the client is not otherwise out of the loop on the costs position</p>

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<p>Enter into client agreements fairly and in compliance with legal requirements (see also IB 2.5 on the importance of making sure staff do not discriminate unlawfully if refusing to take a client on)</p>	<p>1.3 and 1.6 of the SRA Code of Conduct</p>	<p>Firm and all staff</p>	<p><b>process (file reviews):</b> include a standard check in file reviews and / or the process for setting up files to check that the person giving the instructions is the client or if joint clients that the one giving the instructions has the authority to speak for all. Watch out for clients under duress or undue influence and mental capacity issues. See IB1.6, IB1.25 and IB1.28</p> <p><b>ownership, precedent and process:</b> think about identifying a costs law expert in the firm and help them, keep <a href="#">up to date on developments</a>. Get them involved in reviewing and updating the standard client retainer and terms of business. Watch out for contingency fees (note the cap in some employment matters) and conditional fee agreements in particular</p>
<p>Not acting if a client wants to give a gift of significant value to staff, the firm or people connected to the staff or the firm.</p>	<p>IB1.9 SRA Code of Conduct</p>	<p>Firm and all staff</p>	<p><b>process:</b> though this is only an 'indicative behaviour', it is perhaps hard to see when it would ever be sensible to accept a significant gift from the client. Consider setting a maximum value for gifts from clients and gifts above that value may only be accepted with the COLP or other senior individual's authority.</p>
<p>Bring instructions to an end fairly and in compliance with the code</p>	<p>1.3 of the SRA Code of Conduct</p>	<p>All fee earning staff</p>	<p><b>precedent and process:</b> have in place a simple approach / checklist for ending client retainers. You should have a good reason for ending the retainer and give reasonable notice to client, particularly if coming off the Court record. You should also explain to the client their options for progressing the matter. See IB1.10 and IB 1.26</p>

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<p>Have the right skills and resources to deal with the work which is taken on</p>	<p>SRA Principles and 1.4 and 1.5 of SRA Code of Conduct</p>	<p>All fee earning staff</p>	<p>Regular file reviews should pick up any systemic issues in this respect. Be wary of the temptation to accept work beyond your firm's expertise or resources. Some firms have a process for peer approval before taking on higher risk work or work outside of the known practice areas and this can be very effective for issues such as this.</p>
<p>Have professional indemnity insurance in place</p>	<p>1.8 of SRA Code of Conduct and 4.1 of SRA Indemnity Insurance Rules</p>	<p>COLP, COFA or other designated person should have clear responsibility centrally for ensuring this is in place and managing the relationship with the insurers</p>	<p><b>ownership:</b> assign responsibility (even if to yourself) for renewing insurance and ensure that deadlines are placed into a diary accordingly. Partners should be satisfied that this is in hand as renewal dates approach</p>

<p>Tell clients if you discover that they could make a claim against you i.e. for negligence. Should also consider if independent advice is needed where there is potential for a claim</p>	<p>1.16 of the SRA Code of Conduct</p>	<p>Firm and all staff. COLP or other designated person who manages relationship with insurers may also be a very helpful person to check that the relevant information has been given to clients when they notify insurers of potential claims.</p>	<p><b>precedent and process:</b> consider a simple approach / checklist or a precedent letter for these scenarios so you have a uniform approach (in addition to the oral discussions). Also consider as part of the process for notifying the firm centrally of potential indemnity claims a check that the correct information has been given / template used</p>
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<p>Consider not accepting commissions from third parties (such as for selling an insurance product to a client) or other financial benefits (such as a discount from a search provider because your firm has referred a lot of clients to them). The circumstances in which you do not need to pay this sum (or your best approximation of this sum) to the client do not appear to be very clear but certainly seem to be limited. See IB 1.20. Prior to the Code only very small sums could ever be retained (under 20 pounds) and now even that appears questionable and would appear to require express and informed client consent. There are also specific requirements to inform clients about financial or other interests you have when a referral is made to a third party.</p>	<p>1.15 of the SRA Code of Conduct</p>	<p>Firm and all staff.</p>	<p><b>process:</b> consider prohibiting the receipt of commissions or other benefits unless the arrangement has been signed off at a senior level, such as by the COLP. Or prohibit altogether. Some may conclude that the risks and administration involved outweigh the potential benefits.</p>
<p>Ensure that clients, in addition to the other SRA client care requirements (though there does appear to be significant overlap), have access to the following details:</p> <ul style="list-style-type: none"> <li>• your name and firm form ie partnership or LLP etc;</li> <li>• your contact details;</li> <li>• your regulators and your identifying numbers with those regulators ie SRA ID;</li> <li>• your VAT number;</li> <li>• your general terms and conditions;</li> <li>• your insurer’s contact details and their territorial coverage (compulsory coverage);</li> <li>• where to find the SRA Handbook.</li> </ul>	<p>The <a href="#">Provision of Services Regulations 2009</a> and Principle 7 of the SRA Principles</p>	<p>Firm and all staff</p>	<p>These regulations and the Directive which they implement apply to lawyers. There is significant duplication in terms of the information which the regulations require lawyers to provide to clients and what the SRA requires. However, it is a legal requirement to comply with the regulations also. We have sought to summarise the key points opposite (ie those requirements not covered by other SRA requirements) but the regulations should be checked directly. The Law Society has published a <a href="#">practice note</a> previously on its suggested approach, though it was prepared prior to the significant changes made to the Handbook in 2011.</p> <p><b>process:</b> add the relevant details to your standard client care and terms of business and possibly on the website (see the requirements of the regulations for how the information can be made available).</p>

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