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OUR REF: COR10388/00002/SheikhS

DATE: 28 August 2025

YOUR REF:

REPLY TO: Manchester

Private & Confidential
Mr Simon Cordell
Email: re_wired@Ymail.com

Dear Simon,

Your Case
Highbury Corner Magistrates' Court
Next Hearing Date: 11th November 2025 at 09:30 for Trial

I write further to your attendance at Highbury Corner Magistrates' Court on 28th August 2025, to confirm the outcome of that hearing and the basis on which we act for you.

Allegations

You appeared charged with Assault with Intent to Resist or Prevent Arrest. In order for you to be found guilty of this offence the prosecution must prove that between 26/08/2025 and 26/08/2025 you unlawfully assaulted a police officer with the intention of resisting arrest or preventing the arrest of someone else.

You were charged with Assault with Intent to Resist or Prevent Arrest. The main offence with which you were charged is an either way offence which means it can be tried in the Magistrates' Court or the Crown Court. As discussed, there was not alot of evidence to go through regarding the case, but we did discuss what evidence was in the prosecution papers.

Instructions

You instructed me that you will plead not guilty for the offence as you didn't commit the offence and what was stated in the papers and the witness statements are incorrect. You also stated that the officers didn't arrest you lawfully themselves and they applied force on you for no reason.

You mentioned to me that you were standing at the door behind your dad when the police knocked on the door and that you didn't instigate anything with the police.

Advice on Evidence, Plea and Jurisdiction

Before going into court, we discussed the strength of the prosecution case you face, the chances of any defence succeeding and the issue of credit against sentence of entering a guilty plea at the earliest possible stage. My view of your case is that we would need to obtain further evidence from the prosecution in relation to the offence and then I can advise you accordingly.

However, based on the evidence we already have in the papers, you stated that you will plead not guilty and therefore, in court when the plea was entered your' matter was adjourned to the **11th November 2025- 09:30am at Highbury Corner Magistrates Court.**

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WE USE THE WORD 'PARTNER' TO REFER TO A MEMBER OF THE LLP, OR AN EMPLOYEE OR CONSULTANT WITH EQUIVALENT STANDING AND QUALIFICATIONS
SERVICE IS NOT ACCEPTED BY FAX

In relation to the offence of Assault with Intent to Resist or Prevent Arrest, you pleaded not guilty. The court accepted jurisdiction and you consented to have your case heard in the Magistrates Court. The matter was adjourned for Trial which will take place at Highbury Corner Magistrates' Court on 11th November 2025 at 09:30.

Bail Status

You were bailed unconditionally to attend court on the above date and time. If you fail to do so without reasonable excuse you will be committing a separate criminal offence under the Bail Act, the maximum sentence for which is a custodial sentence. Additionally if you fail to attend court without reasonable excuse, in most cases, a warrant without bail will be issued for your arrest which will result in you being arrested, kept in police custody and brought before the first available court upon which the court could remand you into custody until the conclusion of your case.

If you are unable to attend court on the next occasion, for example if you are unwell, you must provide medical evidence from your doctor specifically stating that you are unfit to attend court, why you are unfit and how long you are likely to remain unfit.You must also keep us informed so that we are able to update the court and seek to persuade them to adjourn your case instead of issuing a warrant.

Next Steps by you

We discussed the fact that as soon as possible you need to stay in touch with us regarding your case but in the first instance we will contact you regarding a meeting once we have further evidence.

Please find enclosed our court proceedings leaflet, which you should read in conjunction with this letter in order to understand how we will handle your case and which provides further information on criminal investigations and proceedings.

Please do not hesitate to contact us should you require any further information.

Yours sincerely,

Sabah Sheikh
Criminal Defence Advocate
Tuckers Solicitors

INFORMATION FOR MAGISTRATES' COURT PROCEEDINGS

Thank you for instructing us to deal with the proceedings you currently have in the magistrates' court. We hope you find the information in this leaflet useful to you in explaining the different kinds of hearings, the process that your case is likely to follow and providing further information relating to different aspects of the court process.

Representation Order (Legal Aid)

If we believe that you are likely to be eligible for legal aid, we will apply for a Representation Order. In order to qualify for legal aid, you will have to show that you are eligible on both merits (ie; the offence is sufficiently serious that legal aid should be granted) and means (ie; your income is below the relevant means test threshold). We will advise you further as to your entitlement to legal aid and as to the supporting documents that may be required in support of any application for legal aid.

If your legal aid application is refused, the decision will be reviewed and we will consider appealing the refusal on your behalf. If legal aid is not obtained we will be unable to represent you further in these proceedings unless you are in a position to pay privately for our services. If you do instruct us privately a note of our charging rates will be sent to you under cover of a separate letter.

Hearings in the Magistrates' Court

First Appearance

This is the first appearance at the magistrates' court following charge at the police station or in answer to a summons. On this occasion, we shall receive some papers from the Crown Prosecution Service which is known as 'Initial Details of Prosecution Case'. The court will then expect a plea to be entered on the first appearance and will only adjourn cases in exceptional circumstances.

Summary Only Offences

Some offences (for example, driving while over the permitted alcohol limit and police assault), can only be dealt with at the magistrates' court. If you are appearing at court for a driving offence, you must bring your driving licence with you as otherwise your case may have to be stood down for a print out from the DVLA. Also, if you are to face a driving disqualification, you must surrender your driving licence (photo card and counterpart) to the court, so it is advisable to have it with you for any driving offences. If you are appearing in court for a domestic related incident, then the matters would be adjourned for 3 weeks for a report to be prepared if a guilty plea were entered.

If the plea is to be not guilty and the case is suitable to be heard in the magistrates' court, then the court will then proceed to set a trial date. It will be necessary to tell the court what the issues are for trial, what prosecution witnesses need to attend and also what defence witnesses are to be called to give evidence. It is necessary to provide the court and the Crown Prosecution Service with details of defence witnesses, including dates of birth and addresses.

Indictable Only Offences

If the charge is such that it can only be dealt with at the Crown Court, once charged you will appear before the magistrates' court and they will "send" the case to the Crown Court for your next hearing date. This will either be for a preliminary hearing if it is anticipated that it will be a guilty plea, or there is another issue that needs addressing early in the proceedings, or it will be adjourned to a Plea and Case Management Hearing.

Either Way Offences

If the charges are "either way" offences, this means that they can be heard in either the magistrates' court, or in the Crown Court. The Crown Prosecution Service will address the court as to where they think the charges are suitable to be heard. We will also address the court, which would then either accept or decline jurisdiction. Your solicitor will be able to advise you with regard to your plea and where the case is likely to be heard.

Entering a Plea

If you indicate a guilty plea, the magistrates may either sentence you straight away, or they may wish to have a report prepared by the Probation Service before deciding on sentence. This could mean the case being "stood down" for a period of time on

that day for a report to be prepared or being adjourned for you to attend on another date to have a report prepared, usually following a meeting between yourself and the probation service.

The magistrates also have the option to commit you to the Crown Court for sentencing, if they feel that their powers of sentencing are not enough.

Guilty Plea

If you indicate a guilty plea, the magistrates may either sentence you straight away, or they may wish to have a report prepared by the Probation Service before deciding on sentence. This could mean the case being "stood down" for a period of time on that day for a report to be prepared or being adjourned for you to attend on another date to have a report prepared, usually following a meeting between yourself and the probation service.

The magistrates also have the option to commit you to the Crown Court for sentencing, if they feel that their powers of sentencing are not enough.

Not Guilty Plea or No Plea

If you do not indicate a plea, or plead not guilty, the magistrates will decide whether they feel that the case is suitable to be heard in the magistrates' court or be sent to the Crown Court for trial. If your case is deemed suitable to be heard in the magistrates' court, you still have the right to elect trial by jury at the Crown Court. If, however, jurisdiction is declined and the magistrates decide that the case should be heard in the Crown Court, you cannot decide to have the case heard in the magistrates' court.

If the matter is to proceed to the Crown Court your case will be sent for a hearing at the Crown Court six to eight weeks after your initial hearing. The Crown Service will be given a time frame in which to serve the papers containing the evidence against you before the next hearing.

Credit for Guilty Plea

Generally, where a guilty plea is indicated at the first stage of proceedings a reduction of one third will be made from the sentence. The first stage will normally be the first hearing at which a plea or indication of plea is sought and recorded by the court. After the first stage of the proceedings the maximum level of reduction is one quarter. The reduction will be decreased from one quarter to a maximum of one tenth on the first day of trial. The reduction will normally be decreased further, even to zero, if the guilty plea is entered during the course of the trial.

There are many variations to this general rule, for example where it is necessary to consider further evidence or advice, where it is necessary to hear evidence to determine the facts for sentencing, where it is necessary to sentence to at least a minimum period or to a mandatory life period, and where particular sentencing options are available for young offenders. Your lawyer will explain how these variations to the general rule apply to you.

Costs

If you plead guilty or are found guilty you may be liable to pay prosecution costs. We will be able to discuss the likely costs level once we have full information in relation to your case.

If you plead guilty or are found guilty you may be asked to pay a fine and/or compensation. In some cases the prosecution will seek to recover from you the 'proceeds of your crime' (called a 'confiscation order') – if yours is such a case we will discuss this with you at a very early stage as it may impact on the plea you wish to enter.

The order that could be made in respect of prosecution costs would usually be around £620, but can be as high as £800 depending on the length of your trial.

There will also be in most cases a victim surcharge to pay, which is dependent on the type of sentence imposed in a case, and can range from £20 to £80.

We can discuss the implications of these costs once the nature of the case against you in known.

Summary Trial

If your case remains in the magistrates' court following a not guilty plea, the summary trial is the point when the prosecution witnesses will be called to give evidence and you and your witnesses will be expected to give evidence also. The magistrates will then decide the outcome of the case. You should ensure that any witnesses in your defence attend court on this date to give evidence on your behalf.

Non-attendance

If you plead not guilty and your case is adjourned for a trial the court will set aside a court room and court time for the trial to be heard. We must warn that if you are on bail and fail to attend at the trial a number of consequences are likely to

arise. You may be committing a separate offence which in itself is punishable with imprisonment and/or a fine. The court may proceed with your trial in your absence which will make it far more likely that you will be convicted. If you are convicted a higher court may be slow to allow you to bring an appeal. There is also the likelihood that a warrant will be issued for your arrest not backed for bail and you may encounter difficulties in obtaining bail upon surrender, arrest or upon future arrests.

Privilege and Case management

Solicitors are required to follow a number of regulations when representing clients. The letters and documents which pass between you and this firm are subject to legal professional privilege. This
means that their contents can not normally be shown to anyone else, such as the police, court and Crown Prosecution Service, without your authority. However, we are under a duty to provide the court with information to enable the court to actively manage cases. It follows that we are obliged to keep the court advised of any failure to complete a procedural step required by the rules imposed by the court. That is the case whether or not you are said to be at fault for that failure. This can commonly arise where we have asked you for information or to attend our office to provide instructions and you have failed to respond. Whilst we could not be forced to reveal your instructions to us we would be obliged to tell the court if you have failed to provide detailed instructions. We wish to ensure that you are aware at the outset of your case of our requirement to keep the court advised of case management issues.

Certificates of readiness

If you plead not guilty to the matter charged we may be required to file a "certificate of readiness" with the court. This is a document which outlines the state of preparation of your trial so that the court can ensure the case is properly managed. If we are not ready to proceed to trial we must explain to the court what obstacles present themselves. We regret to advise that if you have failed to comply with requests to provide your instructions we will be duty bound to confirm that in the form. One of our terms of business is that we will comply with the requirement to file such certificates and must of course complete them accurately.

Defence Witness Notices

All defendants who plead not guilty in either the magistrates' court, or in the Crown Court, are expected to provide full details of any proposed witnesses. This means that if you intend to call any witnesses at your trial (if you plead not guilty), you must let us know as soon as possible, because there is a time limit within which the court and the prosecution should be informed of this. If a witness whose details have not been given to the court and to the prosecution is called to give evidence at your trial, the prosecution may ask the court to take the view that the witness is not a genuine witness. It is possible that the police may interview your witnesses and take statements from them. It is important that nothing is done to discourage witnesses from speaking to the police, as this could lead to a charge of attempting to pervert the course of justice. Your allocated lawyer would be able to advise you in full about this aspect of your case.

Pre-Sentence reports

In a case where you have entered a guilty plea (or you are subsequently found guilty after a trial), the magistrates may decide to order pre-sentence (probation) reports. These are produced by the Probation Service and will normally include a recommendation to the court on an appropriate way of sentencing in the case. This could be a fast delivery report where the case is stood down until later that day, or adjourned for a short time for you to attend the probation office at court and have a report prepared. In cases where there is a domestic element, e.g. domestic violence, or where there may be some mental health issues, it is likely that the case would be adjourned for 3 weeks for a standard delivery report to be prepared. This would mean you having to attend the local probation office in your area by pre-arranged appointment in order to see a probation officer who will then prepare your report.

Youth Courts

Unless a youth is charged along with an adult, the case will have its first appearance in the youth court. This is for young people between the ages of 10 and 18 years. All youths must have an appropriate adult present with them at court for all hearings.

Unless the offence before the court is so serious that it should only be heard in the Crown Court, the court will expect a plea to be entered on the first appearance. We will receive paperwork, including statements from the Crown Prosecution Service on this date and be able to advise fully with regard to plea.

If the plea is to be not guilty, then the court will set a trial date and will expect details of all witnesses to be called at trial. This includes prosecution and defence witnesses and so we would need dates of birth and addresses of any potential witnesses for the defence.

If the plea is to be guilty, then the court will adjourn for a pre-sentence report to be prepared by the Youth Offending Service. This will either be a 3 week adjournment or a 2 week adjournment, if the youth is a 'Persistent Young Offender' (i.e. they have at least 2 previous convictions for offences in the last 3 years and this is their 3rd conviction).

If the offence is so serious that the Crown Prosecution Service say that it should be heard in the Crown Court, then a 'grave

crimes' argument will take place where the magistrates will decide which court should hear the case. If the magistrates decide that the case should be heard in the Crown Court, then the case will be sent to the Crown Court (please see above). If the magistrates say that they can deal with the matter in the youth court, then the court will then ask the youth for his plea.

Conditional Bail

If you are on bail with conditions imposed by the police or the magistrates, it is very important that you keep to those conditions as any breach of them may lead to you being remanded in custody until your case is finally dealt with. Also, should you fail to attend court on the relevant date of hearing, a warrant for your arrest may be issued and you could then be arrested in respect of that and kept in custody until the end of proceedings. You would also face a further charge of failing to surrender to court if you did not have an acceptable excuse for your non-attendance. This offence does carry a custodial sentence of up to 3 months in the magistrates court and 12 months in the crown court.

If you wish to apply to vary your bail conditions, (for example a condition of residence if you intend to move house, even temporarily, or go on holiday), you must inform us beforehand in order that we can ask the magistrates' court to list the matter. You must then attend when the case is listed so that we can make the application to vary your bail conditions. Should they be varied, you would then be given a new bail notice.

Custody

Should you be detained in custody at the police station, you will be entitled to an application for bail at your first appearance at the magistrates' court. If bail is refused, the case will be adjourned for up to 8 days for you to next appear before the court for a second bail application. If your case has been sent to the Crown Court and a preliminary hearing is fixed, you will appear before the Crown Court within 8 days for your second bail application.

Should you appear at the magistrates' court for your second bail application and bail is refused again, you would be entitled to make an application for bail to a Judge at the Crown Court. We would prepare this on your behalf and attend at court for you to apply for bail. You would not be produced at court for this bail application, as it is held in the Judge's Chambers, rather than in open court. This is what is known as a Judge in Chambers bail application.

Should bail be refused after all of these applications, it will generally mean that you are not entitled to make any further applications for bail. Any further application for bail can only be made if it is agreed by the court that there has been a change in circumstances in your case.

Time Scale

The time taken for your case to conclude will vary, depending on certain factors. It is very difficult to estimate, however, as a guide line:

If your case is dealt with by the magistrates and you are pleading guilty, your case could be finalised on the first occasion, or would usually be concluded within 3 weeks.

If your case is dealt with by the magistrates and you are pleading not guilty, your trial will usually be listed within the next 6 – 8 weeks.

If your case is dealt with in the Crown Court, it would usually be concluded within 6 - 18 months.

Confidentiality of Client Files

If your case is funded by legal aid, we need to inform you that the firm is subject to periodic checks by outside assessors on behalf of the Legal Aid Agency. This could mean that your file may be selected at random for checking, in which case we need your consent for inspection to occur. All inspections are, of course, conducted in confidence. If you prefer to withhold your consent, work on your file will not be affected in any way. Since very few of our clients object to this, we propose to assume that we do have your consent unless you notify us to the contrary. We will also assume, unless you indicate otherwise, that consent on this occasion will extend to all future matters, which we conduct on your behalf.

Terms & Conditions of Business

Our Aim

We aim to offer all of our clients the highest possible standard of service and to provide accurate, relevant and timely legal advice and representation. This document sets out the terms on which will act for you, subject to the further information that you will be provided with during the course of your contract with us from time to time.

General Information

Tuckers Solicitors LLP is a limited liability partnership (Registered No. OC382272) in England and Wales and is regulated by the Solicitors Regulation Authority registration number 592449. The firm trades under different brand names, which may reflect particular groups of individuals, particular areas of expertise and/or a specific geographic location. However, regardless of any trading name that may be used, Tuckers Solicitors LLP is the relevant legal entity with which you are contracting and these Terms & Conditions of Business apply in all cases.

We undertake a range of legal services, more details of which can be found at our website at www.tuckerssolicitors.com. We also have a number of other websites that relate to specific practice areas and a full list of these can be provided on request.

We are obliged to carry professional indemnity insurance up to the value of £3 million. Further details can be made available to you if required. The geographical limits of our cover relate to work undertaken in the legal jurisdiction of England & Wales.

You can contact us at any time of day or night by using the email address tuckers@tuckerssolicitors.com or the telephone number 0845 200 3367.

Our Obligations to You

In order to deliver the best service to you we will:

- Act in your best interests,
- Explain to you the risks and benefits of taking any particular course of action and of any alternatives available to you;
- Give you our best advice;
- Give you the best information possible about any likely costs of the action which you are proposing to take, or the work you are asking us to undertake.

Your Responsibilities to Us

In order for us to provide you with the best service and advice, it is important that you:

- Give us instructions that allow us to do our work properly;
- Provide prompt and realistic instructions within the range of options available to you;
- Don't ask us to work in an improper or unreasonable way;
- Do not deliberately mislead us;
- Safeguard documents which are likely to be required and provide promptly all requested documents in connection with your matter;
- Do attend all appointments that are made for you or contact us to arrange an alternative date or time.

We require your detailed instructions in order to progress your case and if you do not attend our offices to give those instructions it will impede the preparation of your case.

Charges and expenses

There are different funding options that may relate to any particular case. We will provide you separately with details of which funding arrangements apply to your case and our respective obligations in relation to our fees. The following general information applies in most cases:-

- Our charges are calculated mainly by reference to the time actually spent by the solicitors and other staff in respect of any work which they do on your behalf. Fixed fees may be offered to you. However, these are usually based, in any event, on a genuine estimate of the time that it is likely that we will need to spend on your case.

- When assessing a fixed fee quotation or the level of our hourly fee rate, regard will be had to all the circumstances, including (in addition to time spent):-

    - The seniority of the lawyer undertaking the work
    - The complexity of the matter and/or the difficulty or novelty of the legal questions raised
    - The importance of the work to you
    - The skill, responsibility and knowledge involved

- The number and importance of the documents prepared or perused
- The place where the work is carried out
- The value of the transaction

- Our hourly fee rates are exclusive of VAT which must be added. Our fixed fee quotations are exclusive of VAT

- Work undertaken on your files might include time spent:-

  - meeting with you and time spent on the telephone with you or with other people with whom we need to communicate in respect of your matter
  - reading and working on papers that relate to your matter, including reading letters, emails and text messages sent by you
  - preparing documents, such as witness statements, or drafting correspondence, including letters, e-mails and text messages,
  - travelling away from the office where it is necessary, for example for attendance at Court,
  - waiting for out of office appointments or Court Hearings to commence
  - time spent in the preparation of any detailed costs calculations,

- From time to time we may arrange for some work on your file to be carried out by persons not directly employed by this firm. However, if this is necessary, you will not be charged at rates greater than those applicable as if we had undertaken the work ourselves.

- The person responsible for the day to day handling of your matter will be able to give you an approximate indication of the amount of fees incurred at any given time, and discuss any other factors which may affect the final fee.

- Routine letters are charged as 6 minute units of time and we charge for the time spent on making and taking telephone calls in 6 minute units and considering incoming letters in units of 6 minutes.

- VAT is payable on our fees at the prevailing rate from time to time.

- Our fees may be reviewed annually and any increases in fees will be notified to you before any such increases take effect.

- Fees that are quoted to you do not include an estimate of any time spent in dealing with the recovery of costs from you and/or the payment of any bank charges which may arise from any transactions which arise from you not complying with agreements to pay sums in respect of fees. We will be entitled to charge our time at the hourly rate of the fee earner on your case for any work undertaken to recover fees from you and, in addition, to charge any fees, penalties or bank charges incurred as a result of any default by you

Disbursements

We call out of pocket expenses disbursements. These are payments which we need to make on your behalf and these are not included in the estimates of the work that we will have to undertake ourselves.

Disbursements include such things as the costs of travelling to and from out of office appointments, Court fees and payments to experts or Barristers fees. We have no obligation to make such payments unless funding is in place to meet such expenses. We will therefore ask you to make payment on account of the cost of those disbursements before they are incurred by this firm and reserve the right not to incur this expense on your behalf if payment has not been made by you to us

Interim billing

We feel it is important that clients are kept informed, not only of the progress of their case but also of their costs. Accordingly, it is our policy to regularly review each private paying client's file and to submit interim invoices. This allows you to be informed as to the progress of the costs of the matter and also avoids you having to pay one lump sum at the end of a particular case. These invoices will account for work undertaken and disbursements incurred. We will then ask for further money on account of costs unless the client balance is sufficient.

Payment arrangements

Where clients pay privately for all or part of the work that we undertake on a case, we ask clients to deposit money on account of the costs that will be incurred. We reserve the right to make the receipt of such payment a condition of our accepting instructions.

It should be clearly understood that the total of our fees and disbursements in the matter may amount to more than the payments on account requested from you. In almost all cases, any monies on account will be paid into Tuckers Solicitors Client Account until used for disbursements or until delivery to you of a bill.

If you do not make payment of monies on account in accordance with our requests, or if you do not make payment promptly to settle any bill of costs – then we will not be obliged to undertake further work on your case until such time as the funds are received and we may be entitled to terminate the contract.

Payment Details

If you wish to provide us with funds by electronic transfer the firm's Bank details are as follows:

Tuckers Solicitors Client Account
Barclays Bank Plc
Acc No: 90947210
Sort Code: 20-72-16

We accept Credit and Debit card payments. However we require the following details in order to process the payment:

a. Full name.
b. Full address.
c. Card number.
d. Valid date.
e. Expiry date.
f. CSV/Three digit code on the back of the card.

g. The issue number for Switch and Solo cards.

We accept payment by most major credit and debit cards, but we do not accept Payment by American Express. All cheques are to be made payable to: "Tuckers Solicitors LLP". Please note however that where payment is made by cheque we will require a period of six clear working days before we can undertake work on your behalf to ensure the cheque is cleared funds.

Charges & Lien on Termination

You may terminate your instructions to us in writing at any time but we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. If at any stage you do not wish us to continue doing work and/or incurring charges and expenses on your behalf, you must tell us this clearly.

Private Bills and Interest

If you wish to set a limit on fees and disbursements to be incurred or on the length of time which may elapse before we render a bill to you, please let us know in writing to the Supervising Solicitor for your matter, details of who should have been advised to you in our client care letter.

Unless otherwise agreed in writing, in cases where we have been instructed on an hourly fee rate we have the right to render interim bills at monthly intervals or other periodic intervals which we regard as appropriate in the circumstances of any particular case. Such bills and final accounts are for the periods covered by them (unless otherwise stated).

We reserve the right to deduct from monies held by us on Client Account or otherwise on your behalf sums equal to the interim/final bill delivered to you.

If we have been instructed on a fixed fee basis we have the right to render a final bill at the conclusion of the case or other periodic intervals which we regard as appropriate in the circumstances of any particular case.

Any money received on your behalf will be held in our Client Account. Any outstanding balances on our bills must be paid within one month of receipt. Thereafter, we are entitled to charge interest at a rate equivalent to that payable from time to time on judgment debts on any outstanding amount of the bill.

If arrangements are made for a third party to pay any of our fees or disbursements and VAT, you still remain responsible for the payment of any charges to the extent that the third party does not pay our bill in full.

Any money received on your behalf will be held in our Client Account. Subject to certain minimum amounts and periods of time set out in the Solicitors' Accounts Rules 2011, interest will be calculated and paid to you where appropriate.

Criminal Proceedings - Recovery of Costs

Where criminal proceedings commence prior to 1 October 2012 and conclude in their favour, an individual (or other legal entity) may claim and subject to assessment recover their private defence costs.

From 1 October 2012 only individuals may claim and only in respect of magistrates' court proceedings or a subsequent appeal to the crown court. The claim will be assessed at legal aid rates and therefore only a small percentage of private defence costs may be recovered.

From 27 January 2014 this has been widened to include all crown court proceedings on condition that an application for legal aid has been made and refused on grounds of financial ineligibility, ie the applicant has a disposal household income of £37,500 or more. This situation is as before, a claim for private defence costs will be assessed at legal aid rates and therefore only a small percentage of costs may be recovered. An applicant with disposal household income less that £37,500 will be offered contributory legal aid. If they decline in favour of private representation even where the case concludes in their favour there is no provision for the recovery of their costs.

If it is appropriate to submit a claim for a Defence Costs Order we will advise you. We charge a fixed fee of £250.00 plus VAT to process the application given our expense of time in preparing the bill. We must also point out that there is a time limit of three months in which the application must be submitted. We will not able to assist therefore unless we are instructed promptly to enable submission of the application within that time frame.

Civil Proceedings – Recovery of Costs

In civil proceedings against another party, you may be entitled to recover all or part of your costs from that other party if you are successful in your proceedings against them. However, notwithstanding any right that you might have to recover costs from another party, you will remain liable for our fees, disbursements and VAT in accordance with the terms of the contract that we enter into with you. Where you instruct us in civil proceedings we will supply you with additional information with regards recovery of costs in civil proceedings.

Complaints

We are committed to high quality legal advice and client care. If you are unhappy about any aspect of the service you have received please raise this with us. We have a procedure in place which details how we handle complaints. This is available on request from any of our offices.

The person with overall responsibility for complaints handling is our Client Care Partner – Barry Tucker. However, your complaint may be processed in the first instance by another member of our complaints handling team. Please forward any complaint that you have in writing to clientcare@tuckerssolicitors.com or hand your complaint to any member of our staff. Please ensure that it is clearly marked as a complaint so that it is forwarded to the correct department.

If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman to consider the complaint. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint or within a year of the act or omission about which you are complaining occurring (or you becoming aware of it). The contact details of the Legal Ombudsman are:-

Legal Ombudsman

PO Box 6167
Slough,
SL10EH
Telephone - 0300 555 0333
Email - enquiries@legalombudsman.org.uk

We would like to make you aware of key information regarding procedures in relation to making a complaint with the Legal Ombudsman:

Normally, you will need to bring a complaint to the Legal Ombudsman (www.legalombudsman.org.uk.) within one year from the date of act / omission or one year from the date the complainant should reasonably have known there were grounds for complaint.

The Legal Ombudsman accepts complaints from prospective clients, who could reasonably have expected to receive a service, but were refused on the grounds of discrimination, for example, or who were unreasonably offered a service they did not want.

Right to cancel

You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day the contract is agreed. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

If you cancel this contract, we will reimburse to you all payments received from you, except that if you requested us to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract.

We will make the reimbursement without undue delay, and not later than 14 days after we notice of cancellation. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

If you have instructed us under “legal aid”, then the above provisions do not apply.

Termination of Contract

You may terminate your contract with us at any time and for any reason (subject to the section on Charges and our Lien on Termination referred to above).

We may terminate your contract with us only if there is a good reason to do so. Such reasons might include, but are not limited to:-

- If you fail to provide us with prompt and realistic instructions such that we no longer feel we are able to act in your best interests.
- If you ask us to act in an improper or unreasonable way
- If you are abusive or violent towards any member of our staff
- If your conduct is in breach of our policy relating to Equality & Diversity
- If you fail to pay a bill of costs or if you do not provide monies requested on account by us in order to undertake work on your matter.
- If a conflict of interest arises

We ask you to respect the fact that the extent of the work that we are able to undertake on your behalf may be limited, either by the amounts that you are able to pay on account of costs or by the scope or funding available under any form of legal aid order. There will be times in your case when it is neither helpful nor possible to provide you with any more or different information in relation to your case. There may also be times when it is not helpful or possible to be able to answer multiple telephone calls, emails or other forms of correspondence within a short period of time. If you are a privately paying client, then the extent of the specific client care that we are able to provide will be dependent, to a degree, on the amount that you wish to spend on your legal representation. If you are in receipt of public funding, then the full extent of the service that we are able to provide, will depend to an extent on the amount of funding available and the need to provide a professional service to other clients.

Where we terminate the contract we will give you reasonable notice, although this may still only be a short period of time, for example if you fail to provide monies on account of costs which we require in respect of an imminent court hearing.

If we do stop acting for you, you may be responsible for any charges that have been incurred up to the date of termination.

Data Protection & Confidentiality

Tuckers Solicitors LLP of 39 Warren Street, London, W1T 6AF is a "data controller" for the purposes of the General Data Protection Regulation (GDPR). This means that we are responsible for deciding how we hold and use personal information about you. Barry Tucker is the Data Protection Officer and can be contacted at tuckers@tuckerssolicitors.com or on 020 7388 8333.

Personal Data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

We may collect, use, store and transfer different kinds of Personal Data about you including, but not limited to, identity data, contact data, financial data, and data concerning the your case, general instructions and the legal services provided by us. We may also process sensitive personal data in connection with the legal services provided which includes information concerning racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data, data concerning health or data concerning a natural person's sex life or sexual orientation and data regarding criminal convictions.

We will collect personal information about you and any relevant third parties during the engagement process, either directly from you or sometimes from your permitted agents and representatives. We may also collect additional information about you from third parties including the police, court service, crown prosecution service, parole board, legal aid agency, experts & consultants, family members, connected individuals and other agents or public bodies who may be involved in the conduct of your case. Additional personal information may be collected during the course of your relationship with us and any subsequent instructions we may receive.

Tuckers will only use your personal information when the law allows us to. Most commonly, we will use your personal information: where we need to perform the contract we have entered into with you (or in order to enter into such a contract); where we need to comply with a legal obligation; where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests; or where it is necessary for the purpose of, or in connection with, legal proceedings (including prospective legal proceedings), the purpose of obtaining legal advice, or is otherwise necessary for the purposes of establishing, exercising or defending legal rights. Please note that some of the above grounds for processing will overlap and there may be several grounds which justify our use of your personal information.

Generally, we do not rely on consent as a legal basis for processing your personal data and we may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law. If it becomes necessary to obtain your consent, we will provide you with full details of the information that we would like and the reason we need it, so that you can carefully consider whether you wish to consent. You should be aware that it is not a condition of any contract with us that you agree to any request for consent from us and you will be able to withdraw your consent at any time.

We need all the categories of information listed above primarily to allow us to provide you with legal services, as per your instructions. We will keep your information confidential and will only use it for the purpose(s) for which it was provided or as is permitted in law (i.e. for dealing with complaints or regulatory investigations). Where we need to collect personal data by law, or under the terms of a contract we have with you and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you. In this case, we may have to cancel a contract you have with us but we will notify you if this is the case at the time.

We may have to share your data with third parties. We will only share your personal data with third parties where required by law, where it is necessary to administer the contract you have with us or where we have another legitimate interest in doing so.

This may include barristers; experts; and others who we need to instruct to assist us with your matter, the Legal Ombudsman (if you complain about our services) and the Solicitors Regulation Authority (the statutory body that regulates solicitors). In doing so we will always take care to ensure that your information remains confidential and safe. We will liaise with you during your case about which experts, barristers and other third parties we instruct on your behalf. Sometimes we ask other companies or people to undertake tasks on our files to ensure this is done promptly (for example photocopying/scanning).

If you are a client under the legal aid scheme then we may be required to share some or all of that information with the Legal Aid Agency and / or with our quality assurance auditors. We may need to share some or all of your information with quality assurance auditors for the purposes of their assessment of whether we are adhering to quality standards. Any examination will be strictly controlled and will be shared for the sole purpose of ensuring that our handling of your matter meets the requirements of the quality standard.

Tuckers uses a diary system which shares a database of appointments with other criminal defence firms of solicitors which are regulated by the Solicitors Regulation Authority. No details of cases are shared. Details of names, dates and times of appointments are not routinely shared or accessible by other firms or employees of those firms. However, in certain agreed circumstances, usually to ensure that we are able to correctly allocate and ensure the prompt attendance of appropriately qualified and experienced staff to each and every police station attendance or court hearing, authorised individuals may be permitted to interrogate the whole appointments database. To facilitate the most efficient use of this system, appointment information is not routinely anonymised but in the event that you do not wish for appointments in relation to your case to be recorded on this system and/or if you would like us to anonymise any appointment information held on this system, then please ask us and we will discuss your request and implement the solution that best serves your needs, including protecting your confidential information.

All third parties in the United Kingdom and the EU are subject to the provisions of the GDPR or similar regulations in relation to your Personal Data and we do not authorise third parties to use your Personal Data for their own purposes.

The data we collect from you may be transferred to, and stored at, a destination outside the European Economic Area (EEA). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. The GDPR restricts data transfers to countries outside the EEA in order to ensure that the level of data protection afforded to individuals by the GDPR is not undermined.

We will only transfer data outside the EEA where permitted to do so by law including where the necessary safeguards are in place such as standard contractual clauses approved by the European Commission or where the European Commission has issued a decision confirming that the country to which we transfer the Personal Data ensures an adequate level of protection. If you have any questions about the transfer of data outside the EEA, please contact us for further information.

The GDPR requires us to put in place procedures and technologies to maintain the security of all personal data from the point of collection to the point of destruction. We ensure that reasonable security measures are taken against unlawful or unauthorised processing of personal data, and against the accidental loss of, or damage to, personal data. We have also put in place procedures to deal with any suspected data security breach and will notify you and any applicable regulator of a suspected breach where we are legally required to do so. If you have any questions about our current organisational and technical security procedures, please contact us for further information.

We will retain your information for a reasonable period or as long as the law requires. Please see further below under the section Retention of Data, Storage of Papers and Return of Documents.

Electronic Communications

During the course of this contract, we may wish to communicate electronically with one another. The electronic transmission of information cannot be guaranteed to be secure or error-free, as it will be transmitted over a public network, and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or otherwise be adversely affected or unsafe to use.

We each agree to use reasonable procedures to check for the most recently known viruses before sending information electronically but we each recognise that such procedures cannot be a guarantee that transmissions will be virus free. We shall each be responsible for protecting our own interests in relation to electronic communications. Save in the case of fraud, neither of us (nor any Tuckers' Solicitors person) should be liable to the other on any basis in respect of any damage or loss arising from or in connection with the electronic communication of information between us.

Future Contact

We sometimes use your personal data to enable us to provide you with further information in the future, where we think that such information might be of interest to you. If you do not wish to receive such information please let us know at any time and, thereafter, we will not retain your data on our system for such purposes.

Your Rights in connection with your Personal Information

You have a right to access the personal data we hold about you. You may ask us to rectify or erase the personal data we hold about you or to restrict the processing we carry out. You can also object to the way we are processing your personal data or request it is transferred to a third party.

For a full list of your rights and how these can be exercised, please visit www.ico.org.uk/your-data-matters for further details. You will not have to pay a fee to access your personal information (or to exercise any of the other rights). However, we may charge a reasonable fee if your request for access is clearly unfounded or excessive. Alternatively, we may refuse to comply with the request in such circumstances.

You also have the right to make a complaint at any time to the ICO (www.ico.org.uk). We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please contact us in the first instance.

If you want to review, verify, correct or request erasure of your personal information, object to the processing of your personal data, or request that we transfer a copy of your personal information to another party, please contact us in writing at Data Protection Officer, 39 Warren Street, London, W1T 6AF, or alternatively, by email at tuckers@tuckerssolicitors.co.uk.

File Audits and Confidentiality

In order to maintain our quality standards, we are obliged from time to time to allow access to external assessors to check the quality of work undertaken on our files. This could mean that your file is selected for assessment. We take all reasonably steps to ensure any inspections are conducted in confidence but please do let us know if you have any concerns about this.

Retention of Data, Storage of Papers and Return of Documents

After the conclusion of your case we will check to ensure that all original documents relating to your file and any other documents that belong to you are returned to you. This is to ensure that we do not retain or have any further responsibility for any documents which belong to you. However, we may retain a copy of these same documents for our own purposes on your file.

At the end of your case we will retain on our systems your personal data, a full copy of our file including all the correspondence on the file with you and other parties to your matter, all advices, all attendance notes, all experts reports and witness statements that were created during the course of your matter. We will also retain documents provided to us in the course of your matter, for example documents provided by the police, details of your case from the Parole Board, disclosure by the Crown Prosecution Service in criminal cases and, where appropriate, a full copy of the case file on the Crown Court Digital Case System. In the case of civil proceedings, in addition to the above we will retain copies of pleadings, court orders, medical records, expert reports, witness statements and other evidence gathered.

In criminal cases, we are frequently served with disks of evidence, often including large video files, audio files and/or image files. It is not possible for us to store these at the end of a case. We may also be served with material on disk which we do not consider relevant to putting forward your defence. We will not be able to store this either as it is not viable for us to retain a copy of such data for a 7 year period from the end of your case. In any event, in the unlikely event that you do wish to retrieve such data sometime after your case has concluded for a proper purpose (for example in connection with an appeal), we would expect that the data will be recoverable from the original source (ie; CPS). If, though, you want to receive a copy of such data at the end of your matter for your own records, then you must request the same as soon as possible. If we are able to provide the data to you without significant cost (for example, by Cloud transfer) then we will do so without charge. If there are unrecoverable costs involved in providing you with such data, then we may ask you to cover the costs of storage media to enable us to do so (ie; the costs of a hard drive).

At the end of your matter we will store your file of papers for such period as we think is appropriate (or such time is required by law) after which time the file will be routinely destroyed without notice to you. If you would prefer your documents not to be destroyed you should notify us in writing at the end of your matter, at which stage we will forward you your file for safe keeping.

We reserve the right to store your file in any format deemed appropriate by us, including in entirely electronic format.

We do not normally make a charge for retrieving stored papers from our archive. However, we reserve the right to make a charge in the following cases:-

- Where we have previously provided you with a copy of your papers and you are requesting a further copy.
- Where you request that we provide your papers in a format which is different to that in which they have been stored; i.e. if they have been stored electronically and you request a paper copy.
- Where you require us to search for specific documents and/or require us to read papers or write letters in respect of your archived file. In such cases, we may charge you at our normal hourly rates, although subject to us having provided you with an estimate of costs of the work in advance.
- To cover the costs of postage for forwarding a file of papers to you or to another firm of solicitors.

Insurance Mediation

This firm is 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, selling and administration of insurance contracts. For our firm, this is predominately in respect of insurance contracts which underwrite clients in relation to the prospect of an adverse costs order in civil proceedings.

Equality and Diversity

Tuckers Solicitors is committed to ensuring that our workplaces are free from unlawful or unfair discrimination and has in place policies and procedures to ensure that all our clients, employees, trainees or volunteer workers as well third parties instructed by the firm, such as barristers or other experts, are treated with dignity and respect.

Bullying and harassment of any kind will not be tolerated. Failure to comply may result in our ceasing to act on your behalf or to procure your services. Please contact us if you would like to be provided with a copy of our Equality & Diversity policy.

Money Laundering

Under the Money Laundering Regulations and Proceeds of Crime Act we have various obligations which may impact on our contract with you.

In certain cases we will require evidence of identity and we may decline to accept payments and deposits made in cash. We may be obliged to refuse to act for you if you fail to supply appropriate proof of identity for yourself or for any principal whom you may represent. We are obliged by these Regulations to satisfy ourselves that your payments to us are not derived from the proceeds of crime but are from a legitimate source. We will therefore ask you for evidence of your legitimate income, such as, but not limited to, bank account statements, wage slips and trading accounts. If you do not provide us with documentary evidence to satisfy this request we may be unable to accept funds from you.

Amendment of Terms

We reserve the right to amend our Terms & Conditions from time to time.

Applicable Law

Any dispute or legal issue arising from our terms of business will be determined by the law of England and Wales, and considered exclusively by the English and Welsh courts.