

Barrow & Cook Complaints Procedure

for clients, suppliers and third parties

This information is to enable you to make a complaint and it is hoped that if you follow the procedure below a satisfactory outcome can be obtained.

We want to give you the best possible service. However, if at any point you become unhappy or concerned about the service, we provide then you should inform us immediately, so that we can do our best to resolve the problem.

In the first instance it may be helpful to contact the person who is working on your case to discuss your concerns and we will do our best to resolve any issues.

If you would like to make a formal complaint, then our full complaints procedure is outlined below. If you are a client, making a complaint will not affect how we handle your case.

Please note: all formal complaints must be made in writing – we will not accept any complaints by telephone or verbally on meetings originally arranged for other matters.

Step 1

Please put your complaint in writing addressing it to the Senior Director and setting out –

- a. The person against whom the complaint is made; and
- b. The nature of the complaint; and
- c. If you are able to do so at this stage, your views on how you would like the complaint to be resolved.

Step 2

We will acknowledge receipt of your complaint within 7 days of receiving it. The acknowledgement will be in writing and will set out a timescale for replying to your complaint.

You will appreciate that depending upon the nature of the complaint and the complexity of the matter, some complaints will take longer than others to investigate. It is our intention to respond to straightforward complaints within 14 days and more complicated complaints within 28 days.

Step 3

Within the above timescales, we will respond in detail to your complaint in writing indicating whether we accept all of your complaint, part of your complaint or none of it, and giving reasons for our decision. At that stage we may also, if appropriate, state how we wish to settle your complaint or we may suggest a meeting with you to discuss matters further.

Step 4

If you accept the outcome of our investigations, then that will be an end to the matter and the complaint will be closed. If you do not accept the outcome, you will be afforded the opportunity to make any further points and representations for further consideration.

Step 5

Following any further representations, we shall contact you to let you know if we have revised the outcome of our investigation, and/or whether we could reach an amicable resolution.

If we do reach an amicable resolution, then we will confirm the agreement with you in writing and take such action as was agreed to settle the complaint. That would then be an end to the matter, and we would then close our complaint file.

If the outcome of investigation remains unchanged, and/or we are unable to reach an amicable resolution of your complaint, we shall inform you of this and that will be our final response to your complaint.

Step 6

What to do if we cannot resolve your complaint

If you remain unhappy with our final response then you can refer your complaint to **The Legal Ombudsman**, an independent complaints body established under the Legal Services Act, who can investigate complaints about the legal service you have received from us.

The Legal Ombudsman expects complaints to be made to them within one year of the date of the act or omission about which you are concerned or within one year of you realising there was a concern.

You must also refer your concerns to the Legal Ombudsman within six months of our final response to you.

The Legal Ombudsman's contact details are: -

Telephone: 0300 555 0333 Minicom: 0300 555 1777

Website: www.legalombudsman.org.uk

Post: Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ

Complaint from someone who is not a client of Barrow & Cook Solicitors

The Legal Ombudsman Scheme Rules do not state that the complainant has to be a client of Barrow & Cook Solicitors in order to fall within its jurisdiction.

Instead, Scheme Rules 2.8(a) and (d) say the complaint "must relate to services which the authorised person provided to the complainant" or "offered, or refused to provide, to the complainant".

In relation to Scheme Rule 2.8(a), this means if the complainant is receiving the benefit of a service, even if they did not directly instruct Barrow & Cook, or pay our fees, they fall within the Ombudsman's jurisdiction.

In relation to Scheme Rule 2.8(d), the Ombudsman will expect the complainant to provide evidence to show the refusal to provide a service was unreasonable before they accept the complaint for investigation.

Anyone considering making a complaint to the Legal Ombudsman who is not a client of Barrow & Cook is advised to first check the Scheme Rules to confirm that the Ombudsman has jurisdiction to deal with their complaint before the complaint is submitted.

What to do if you are unhappy with our behaviour

The Solicitors Regulation Authority can help if you are concerned about our behaviour. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic.

Visit their website to see how you can raise your concerns with the Solicitors Regulation Authority.

www.sra.org.uk