



Code of Conduct Consultation

On October 31st we closed our 3 month consultation on the draft Code of Conduct, which will replace the current CLC Conduct Rules. The Code is focused upon Outcomes which the CLC regulated community should deliver to their clients. It is principles-based wherever possible to afford businesses the flexibility as to how they deliver these Outcomes. The consultation asked the following questions:

- 1) Do you agree with the definitions used by the CLC to explain Outcomes, Principles and Specific Requirements?
- 2) Do you agree the Overriding Principles are appropriate? Should there be others?
- 3) Are the Outcomes & Principles proposed appropriate? Should there be others?
- 4) Are the specific requirements in the Code appropriate and adequate? Are there any which could be more appropriately re-formulated as Principles?
- 5) Do you find the Code easy to follow? In particular, tell us how you think the layout can be improved?
- 6) Do you think a principles-based approach to regulation raises special risks and, if so, how can those risks be reduced?
- 7) Do you agree the outcomes/principles on Equality & Diversity? Do you think all bodies should have an Equality & Diversity Policy?

Provided below is a summary of the feedback we received and our response. Where answers are provided in direct response to the questions above this is indicated by the numbering. Responses which are not aligned to the numbered questions are indicated by lettering. The Code of Conduct draft will be revised in accordance with the CLC responses given.

	Status	Feedback	CLC Response
1	Licensed Conveyancer, employed	Requests a Plain English explanation of what is meant by 'Principles-Based' and 'Outcomes-Focused' so 'as not to have to guess what lies behind the consultation process'. Seeks reassurance this is not deregulation.	<p>The parameters of principles-based and outcomes-focused regulation were explained in the consultation paper and are self-evident in the draft Code. An overview will also be provided in the introduction to the new CLC Handbook, as well as the proposed Client Charter.</p> <p>Outcomes-focused regulation promotes an element of self-regulation in allowing the regulated community more flexibility. However, our regulatory approach itself will take the form of 'right-touch' regulation, not 'light-touch'.</p>
2	Licensed Conveyancer, employer	Requests the CLC alters its rules so they are authorised to write a Will, 'it seems silly that I am authorised to conduct probate work and yet I am not authorised to write a Will.'	As will-writing is not currently a reserved legal activity it is an activity for which we cannot regulate a licensed conveyancer. Assuming the CLC becomes a Licensing Authority in 2011 the regulated body could apply to become a Licensed Body and we would then be able to regulate the non-reserved activities.
3	Licensed Conveyancer, employed	Queries Overriding Principle 3 <i>Act in the best interests of your Clients</i> against the case scenario of a client who is a cash buyer with no mortgage. The buyer instructs the lawyer not to carry out any searches for the property they are buying. This is believed to generate 'some conflict in what is in the best interests of the client and the client's instruction to us...as the section stands we have to a) carry out our client's instruction even though we believe their instruction is not in their best interest (and so be in breach of this principle) or b) Insist on the client having the searches done or ultimately refusing to act if they decline'. Considers that unless this is addressed, firms will be open to claims.	<p>Overriding Principle 3 requires those we regulate to at all times <i>act in the best interests of clients</i>. This is underpinned by 3 principles particularly pertinent in such a case:</p> <p><i>b) You keep the interests of the Client paramount;</i> <i>d) You cease acting in a matter if the Client so instructs, or in the absence of instructions, where it is reasonable to do so;</i> <i>i) You do not act for a Client where you judge it is not in the Client's best interests for you to do so.</i></p> <p>In the example cited, it is the responsibility of the licensed conveyancer or regulated body to make sure the client is aware of the importance of the searches. Should the client insist these are not taken forward it is up to the licensed conveyancer/body to</p>

			determine how they manage it. Principles-based regulation aims to provide such flexibility. Should the client refuse the searches the licensed conveyancer/body may cease acting for the client on the basis that they consider it not to be in the client's interest that a conveyancing transaction proceeds without such searches (as it may leave the client vulnerable in the longer-term). Alternatively, they may decide to require the client to sign a declaration that they have been advised, and understood, the importance of the searches but have taken the informed choice to proceed. This should not leave the lawyer/body open to claims.
4	Licensed Conveyancer, employed	Response is related to litigation & advocacy regulatory scope proposal: 'I have always been very proud to call myself a Licensed Conveyancer. I regard the qualification as akin to being a specialist surgeon as opposed to a general practitioner...I think that above all else the CLC need to place very special and firm emphasis upon the fact that Licensed Conveyancers are just that - qualified specialist Lawyers who have chosen their subject to the exclusion of everything else and therefore have no other work to distract them. The title, 'Property Lawyer' or even 'Specialist Property Lawyer' might be something that CLC might like to consider instead of 'Licensed Conveyancer'...I think we need to be very proud of our qualification and not seek to 'dilute it' by attempting to qualify again as something that clearly none of us actually are....You will gather from the above, that I am not in favour of the route suggested'.	<p>We agree that licensed conveyancers should be proud of their qualification. In making an application to extend our regulatory scope we do not seek to diminish the specialisation of licensed conveyancers (who can also deliver probate services), but to offer them increased options.</p> <p>Our litigation and advocacy consultation paper proposes the adoption of terms such as CLC Property Lawyer, CLC Litigator, and CLC Advocate, should our application to extend our regulatory scope to include litigation and advocacy in civil matters be approved.</p> <p>It is for each member of the regulated community to determine their own personal preference regarding services provision and marketing approach.</p>
5	Licensed Conveyancer, employed	a). The Codes of Conduct of all legal professions should be based on an agreed Core Guide.	This is not a requirement of the oversight regulator, the Legal Services Board. It may be appropriate for us to explore this in the longer-term.

	<p>b). The Code should be available on the CLC website with a keyword search facility.</p> <p>c). Imperative that any licensed conveyancer may decline to take on any new client at any time, otherwise vulnerable to work overload/failing standards.</p> <p>d). Disclosure of referral fee arrangements should also include any other similar arrangements e.g. estate agents and licensed conveyancers linked in any way that requires their staff to refer clients to one firm only.</p> <p>e). Should stop the practice of licensed conveyancers acting for both the lender and the seller/buyer as its only justification is as a commercial expedient and always places the lender in a stronger position.</p>	<p>We agree. The CLC Handbook will be available on the CLC website. This will include a search facility.</p> <p>The Code does not prohibit this; if it is in the best interests of a client that the licensed conveyancer/body does not represent them they should not do so. The instances in which this would apply include capacity issues.</p> <p>This is underpinned by the following principle, <i>You do not act for a Client where you judge it is not in the Client's best interests for you to do so</i>; and by the following Outcome, <i>Appropriate intentions, skills, competence, resources and procedures in place to serve the best interests of Clients</i>.</p> <p>We agree. The Outcome of client awareness of referral of work arrangements seeks to meet this expectation. The Legal Services Board will publish a decision paper on the subject of referral fees in early 2011.</p> <p>Our current arrangements allow for a CLC-regulated body, or licensed conveyancer, to act for both buyer and seller. Such arrangements have generated minimal regulatory issues and we are not seeking to amend them. We consider such arrangements to be archetypal of a principles-based regime which treats the regulated community as adults and does not create unnecessarily prescriptive barriers.</p> <p>Overriding Principle 3 requires those we regulate to at all times <i>act in the best interests of clients</i>. This is underpinned by the 3 following principles particularly pertinent in such a case: <i>b) You keep the interests of the Client paramount;</i></p>
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6	Licensed Conveyancer, employed	Agrees with all proposals and considers the Code comprehensive and easy to follow.	

7	Licensed Conveyancer, partner	Would like to see more clarification regarding 3)g); previously had an issue re: Inland Revenue pressing for client information. This wasn't revealed on request on the CLC's recommendation. They referred the Inland Revenue to the court, generating stress/additional work.	Confidentiality of client information is a provision fundamental to the best interests of clients. To maintain legal privilege, Client information should only be viewed by others when they are entitled to see it. This may require court proceedings.
8	Licensed Conveyancer, employed	Agrees with all proposals, including that an Equality & Diversity Policy should only be applicable where appropriate. Finds the Code easy to follow. Consideration should always be given as to whether there are any special risks.	
9	Conveyancing practice	<p>Qu.1). Change the definition of Principle to 'which should be demonstrated' instead of 'which must be demonstrated' in order to bring it into alignment with the wording of the professional principles and more in keeping with a less prescriptive, principles-based regime.</p> <p>Qu. 2). Client confidentiality should be an Overriding Principle in its own right.</p> <p>Qu. 3). Client confidence is subjective; replace these Outcomes with 'Clients should be confident that...'. OP 3, 3rd Outcome down would be better as a Specific Requirement.</p>	<p>The Principles are standards which must at all times be complied with. To offer an opt-out from behaving in a principled manner would absolutely threaten delivery of positive Client Outcomes.</p> <p>We agree that client confidentiality is a fundamental element of delivering the Outcomes. It sits under Overriding Principle (OP) 3 to <i>Act in the best interests of Clients</i> because confidentiality is inextricably linked to this. We consider that to change its standing to an OP would belittle the other elements which sit under OP3, when all are equally important.</p> <p>We agree. We have removed client confidence/trust etc. from the Outcomes.</p> <p>We consider the Outcome appropriate; it is a positive outcome for clients that their informed consent is obtained. The principle of <i>You</i></p>

	<p>OP2h) - 'promote' is too proactive.</p> <p>OP3d) needs to have the word 'instructs' in between 'so' and 'or.'</p> <p>Is OP3h) appropriate when some outcomes are beyond the control of APs?</p> <p>The part in brackets of OP4a) appears to directly contradict OP3j); suggests that OP3j) is more logical.</p> <p>OP4e) is inappropriate as LCs/bodies should be able to choose their own clients as long as this complies with OP6; particularly relevant if a client's conduct makes it difficult or impossible for you to act for them.</p> <p>OP4i) should be placed into context relating to matters that you are instructed in, rather than as a general duty on the profession.</p> <p>OP2 (r, s, t & w) seem inconsistent with other specific</p>	<p><i>do not act for a Client where you judge it is not in the Client's best interests for you to do so</i> supports this.</p> <p>We consider the promotion of ethical practice and compliance with regulatory responsibilities to be an essential element of the Code.</p> <p>We agree. We will make the appropriate amendment.</p> <p>The Code of Conduct's Outcomes are the cornerstone of our regulatory arrangements. All whom we regulate must seek to deliver them. Where a body considers the delivery of an Outcome outside of their control they should declare it.</p> <p>We agree. We have removed the wording in brackets which created the potential conflict.</p> <p>We agree. The principle has been removed.</p> <p>This is not a general duty on the profession; it applies only to those providing litigation and advocacy services (assuming our application to regulate these services is approved). Within this context it is especially important for those involved in family law that the welfare of children and vulnerable persons is safeguarded.</p> <p>We agree. These specific requirements have been moved to OP3</p>
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	<p>requirements in that section.</p> <p>OP5(i) would be better formulated as a principle.</p> <p>The Outcomes themselves should be clearly numbered not expressed as bulletpoints.</p> <p>It would be useful to have a key words search facility on the website to allow sections of the code to be accessed easily.</p> <p>Require a further overarching editorial review due to style etc. inconsistencies.</p> <p>Considers OP 6 confusing. 'Why is the CLC seeking to regulate possible discrimination to colleagues/staff when the Code is client-focused?' Would not seek to have this imposed on all smaller practices. It can be argued that a conveyancer acting within the law/with integrity hardly needs to have a separate ED statement.</p>	<p><i>Act in the best interests of Clients</i>, to which they are more appropriately aligned.</p> <p>We consider that this sits better as a specific requirement. An individual licensed by us is specifically required to comply with the regulatory requirements of the body within which they operate. The principle which sits alongside this is co-operation with other regulators.</p> <p>We agree. We will number the Outcomes.</p> <p>We agree. The CLC's regulatory arrangements will be published on the CLC website and a keyword search facility provided.</p> <p>We agree. The version of the Code drafted in response to this consultation will be subject to an editorial review.</p> <p>We are proposing regulatory arrangements which are focused upon the delivery of positive outcomes to a regulated body's clients. Providing those clients with parity of access and service is a significant element of this, and one which can be enabled through a legal profession which is representative of the diversity of its potential consumers. A body which discriminates against its employees is unlikely to enable this. All businesses are required by law not to discriminate, victimise or harass and we consider that the operation of a distinct Equality & Diversity Policy is a route to ensuring this is the case.</p>
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10	Licensed Conveyancer, partner	Happy with the Code of Conduct - it is clear, precise and fair to all parties.	
11	Legal Services Consumer Panel	<p>a) Strongly supports CLC's emphasis on delivering good consumer outcomes and welcomes the overriding principles, though these could be strengthened by being more ambitious i.e. outcomes focused on what occurs, rather than consumer confidence/trust, and 'maintain a high standard', rather than a 'proper standard' of work.</p> <p>b) Supports proposed discretion within 'specific requirements' as this allows innovation, though some should not provide discretion. e.g. OP1 - firms have a separate account for client money, OP3 - firms advise clients that unregulated services are not covered by PII, and OP6 - firms advise clients of their right to have their complaint escalated to the Legal Ombudsman.</p> <p>c) Should aim for less guidance, rather than more - remove Suggested Approaches.</p> <p>d) Needs to define 'vulnerability' term more widely than disabled - e.g. includes consumers' possible lack of law knowledge, at time of distress (such as bereavement) and low literacy; assessment of vulnerability can only be done on a</p>	<p>We agree. Those we regulate should provide their clients with work of a standard which is more ambitious than 'proper'; OP2 will be amended as suggested. We will also remove the subjective terms of 'confidence' and 'trust'.</p> <p>We agree. We intend to remove the proposed discretion and make all specific requirements mandatory. Where flexibility can be afforded we will raise the specific requirement to principle-level.</p> <p>We consider the provision of guidance essential to ensuring that principles-based regulation does not have a disproportionate impact upon very small firms (with finite resources) or new firms (who may benefit from a steer). We will provide example templates, and make it clear these are a possible – as opposed to mandatory or strongly suggested – approach for those in need of guidance.</p> <p>It was certainly not the intention that the term of vulnerability was confined only to persons with disabilities. We readily acknowledge that people can be vulnerable due to a range of characteristics and that persons with a disability may not consider themselves</p>

	<p>case-by-case basis - which Outcomes are limited to.</p> <p>e) Consumer Charter explain in lay terms what consumers can expect from a licensed conveyancer or how to access redress (including Compensation Fund claims, how to make a complaint and timeframes of Regulatory and Enforcement Policies).</p> <p>f) Headline pricing - supports the specific requirement relating to estimates of costs, however a particular conveyancing issue is that consumers end up with a higher than anticipated bill due to disbursements at end of process - must be included in estimate of costs at beginning.</p> <p>g) Under OP3 - the principle that LCs can only exclude or limit liability with the informed consent of the client is open to misinterpretation.</p> <p>h) Amend OP 5 so that cooperation with a Legal Ombudsman is extended to include 'and honour its decision'.</p> <p>i) Useful for general consumer law to be reflected in framework, in particular the Consumer Protection from Unfair Trading Regulations 2008 and its key test i.e. 'whether the trader could have reasonably foreseen that the effect of</p>	<p>vulnerable because of it. The Code Outcomes will be amended accordingly and possible indicators of vulnerability provided to clarify the meaning.</p> <p>We agree. It is our intention to create a Client Charter to provide customers – both potential and existing - of the regulated community with an overview of the Code and their means of redress should their legal service provider not deliver its Outcomes.</p> <p>We agree. We will amend OP2(r) so it requires a complete and accurate estimate of fees and disbursements, rather than just an estimate of costs as proposed previously.</p> <p>We agree. We will clarify the contexts in which this principle applies.</p> <p>We agree. We will add a new principle of 'You comply promptly and fully with any Legal Ombudsman Order'.</p> <p>We agree. We will include principles to cover these regulations.</p>
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		the commercial practice would have been to materially distort the consumer's economic behaviour'.	
12	The Law Society	<p>a) Of the opinion that the CLC does not have the competency to regulate in the areas of litigation and advocacy and therefore consider that the Code should not cover this work.</p> <p>b) Are of the opinion that an Authorised Person should not be allowed to act for both a buyer and a seller, 'public confidence depends upon the absence of conflicts of interest at all stages in a transaction. Currently only a small number of licensed conveyancers practise outside of a solicitor's firm and many are unable to take advantage of the CLC's rules on conflict as they practice alone or in small firms. We are concerned that if the CLC begins to regulate more firms, which are able to take advantage of the conflict rules, then more issues may arise and there will be adverse effects on clients'. Consider this practise to constitute a regulatory conflict between the rules governing solicitors and those governing licensed conveyancers.</p> <p>c). Broadly agree with definitions. Would change principle definition to 'positive outcomes are generated for clients' to 'required outcomes are achieved' as principles do not always generate positive outcomes clients e.g. duty to the Court might mean ceasing for the Client and this is not a positive outcome for that client.</p>	<p>Our litigation and advocacy regulatory scope extension application will demonstrate that we have the appropriate arrangements in place to competently regulate this area.</p> <p>Please see our response at 5(e), page 5 of this document. We regulate firms which abide by our current provisions regarding this requirement/obligation. This has presented minimal regulatory issues due to the safeguards we have in place in our regulatory arrangements. These will be maintained.</p> <p>We consider this a regulatory differential, not a regulatory conflict.</p> <p>We see little reason to amend the definition given that all of the outcomes sought are positive, otherwise our regulatory arrangements would not seek them. In response to the example cited, ceasing to act for a client due to a duty to the court <i>is</i> in the client's interest as the Authorised Person continuing to represent them would compromise their duty, producing a negative outcome for that client. It is therefore in that client's interest that they be represented elsewhere.</p>

	<p>Unclear whether the term 'rule' in the definition of an outcome is correct or should be 'specific requirement'.</p> <p>Consider the definition of a specific requirement as a 'strict direction for conduct' to be contradicted by the allowance that these do not need to be met if the principles and outcomes are still met. Specific requirements such as keeping client money separate should remain mandatory.</p> <p>d). Agree with the Overriding Principles reflecting the LSA. Consider additional principles on effective business management and protecting client money are also key principles which can be incorporated.</p> <p>e) OP1- d) should include that fee arrangements are in the client's best interests; include a principle/ requirement that licensed conveyancers account to clients for any financial benefit; would be helpful to reference the Accounts rules; publicity provisions should prevent the publishing of misleading information.</p> <p>f) OP2 - Concerned as to how the Outcomes will be measured re: confidence.</p>	<p>We agree. 'Rule' had been provided in this reference to provide familiarity and promote understanding. However, to be consistent in going forward we will replace the term with 'specific requirement'.</p> <p>We agree. We intend to remove the proposed discretion and make all specific requirements mandatory. Where flexibility can be afforded we will raise the specific requirement to principle-level.</p> <p>We consider these principles to be adequately covered as essential elements of the Overriding Principles under which they currently sit i.e. <i>Maintain high standards of work</i> and <i>Act with independence and integrity</i>.</p> <p>We consider declaration of the fees arrangement to be sufficient; it is for the client to determine if they are in their interest. Should they decide they are not they can choose to take their business elsewhere. We do not consider it necessary to reference the Accounts Code as we do not reference any other area of the regulatory arrangements by name and all are equally important. Principle 1g) covers the provision of misleading information.</p> <p>We agree. We will remove the confidence references.</p>
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	<p>(o) - unclear as to what 'control' means.</p> <p>(s) suggest 'discuss and agree'.</p> <p>Include a requirement that licensed conveyancers only accept work where they have the expertise and resource to undertake the work.</p> <p>g) <u>OP3</u> - Outcomes should include licensed conveyancers feeling confident that they have supplied all the necessary information in a manner accessible to the client.</p> <p>3d) is Missing some words.</p> <p>Licensed conveyancers should only be able to limit their liability where the liability exceeds the indemnity insurance they hold.</p> <p>The second reference in this section needs to clarify what it refers to.</p>	<p>'Control' is defined in the regulatory arrangements' glossary.</p> <p>The intended Outcome is that clients can make informed decisions. In this context it is appropriate that fees are discussed; if they are not agreed to the client has the right to take their business elsewhere.</p> <p>OP 3 requires that those we regulate <i>act in the best interests of Clients</i> and the Outcomes and principles which underpin this require that appropriate expertise and resources are in place in order to do so.</p> <p>We consider that the outcomes should be client-based, <i>Clients make informed decisions about the services they need, how the matter will be handled and the options available to them; Clients receive good quality and accessible advice.</i></p> <p>We agree. The sentence will be amended.</p> <p>We agree. We will clarify the contexts in which this principle applies.</p> <p>We agree. We will remove the reference.</p>
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		<p>(j) and (l) conflict; if (l) is the correct provision it should cover when a licensed conveyancer might act in a conflict situation, the need to keep information confidential and to ensure the best interests of a client can be maintained. CLC Guidance Note 5 provides some conflict direction and should be retained, particularly rule 4.</p> <p>(vi) should also include informing clients whether they have a right to take any complaint to Legal Ombudsman.</p> <p>h) It would be helpful to include a list of definitions of the main terms used.</p> <p>i) A principles-based approach presents a danger that flexibility provisions may be abused; clear rules are needed in areas such as conflicts, accounts and indemnity. Comprehensive guidance is important to small firms.</p> <p>j) All firms should have an E and D Policy in place.</p>	<p>We agree. The footnote will be removed. We will retain the Conflict of Interest Guidance Note provisions in the new Conflict of Interest Code.</p> <p>We agree. The Legal Ombudsman reference will be added.</p> <p>The revised Rules and Guidance consultation provides a glossary of terms for all of the regulatory arrangements.</p> <p>We agree. Our proposed regulatory arrangements contain distinct Codes on each of these topics. We recognise the importance of guidance and this is provided throughout our regulatory arrangements.</p> <p>The subject of a whether a distinct written Equality & Diversity Policy should be mandatory or optional will be subject to further review.</p>
13	Bar Standards Board	<p>a) Concerned that outcomes-focused regulation may cause uncertainty for both firms and individuals. Deems this especially pertinent in light of the 'raised risks' should licensed conveyancers embark upon new activities such as litigation and advocacy. This will require 'appropriate regulatory support, guidance and where necessary enforcement'. Substantive rules are as important as guidance; the CLC must not lose these and should also consider 'how it</p>	<p>We agree. The second phase of our outcomes-focused regulation consultation provided guidance alongside our regulatory arrangements. We have provided substantive specific requirements where risks to the outcomes cannot be tolerated if we afforded a flexibility of approach in that area. We await the LSB's determinations on referral fees. We welcome the BSB 's joint-working proposal.</p>

	<p>will address direct proposals, such as the LSB's recent proposals on referral fees, within its new Code. Regulatory crossover: 'the move to outcomes-focused regulation may make it more difficult to identify conflicts between the CLC's outcomes-focused approach and the revised barristers' code of conduct. It will be important that the BSB and CLC work together to identify and resolve regulatory conflicts prior to the new codes coming into force, so that any barristers who join CLC regulated entities are clear about the regulatory requirements that apply to the entity and how these relate to their individual requirements'.</p> <p>b) 'It is not felt that Overriding Principle 4 will be sufficient as drafted to cater for the regulation of advocacy and regulation...the BSB has concerns that Principle 4, which is founded on only one specific requirement, is unlikely to provide a satisfactory basis upon which to establish these [understanding primary duty to the court, their duties to clients and the competencies required of advocates] standards. Signposts the CLC to a number of sections in the BSB's Code of Conduct for reference. Warns about the dangers of lowering of entry/training requirements whilst the BSB is working to improve levels of advocacy and enhance advocacy training. The BSB believes the CLC should justify the absence of any safeguards provided by other ARs currently regulating litigation and advocacy.</p> <p>c) Outcomes-focused regulation likely to increase the onus on regulated community to interpret the requirements; this may</p>	<p>We have no intention of lowering the training requirements or regulatory responsibilities of those providing these services. OP4 is not intended to be the only area of regulatory responsibility for CLC Litigators and CLC Advocates: they will be required, as with all other CLC-regulated bodies/ individuals, to comply with the Code of Conduct in its entirety, and all of the Codes which make up our universal regulatory arrangements. We have also provided a Litigation & Advocacy Supplementary Code in the second phase of our outcomes-focused regulation consultation. We acknowledge that our draft Management & Supervision and Conflict of Interests Codes will need to be revisited. Together, we consider these arrangements to be sufficient to regulate individuals providing litigation and advocacy.</p> <p>We agree and have provided guidance across the regulatory arrangements to help mitigate any disproportionate impact on</p>
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	<p>have an adverse impact on smaller firms with fewer resources.</p> <p>d) 'The BSB strongly believes that the CLC should require all of its regulated bodies to have E&D policies....the CLC should justify its contention that 'it would be unnecessarily prescriptive to require all regulated bodies to have a distinct E&D policy' with 'evidence' as it is 'highly likely that the firms whose staff would benefit from an organisational E&D policy are the least likely to produce such a policy voluntarily'.</p> <p>Overriding Principle 6 – there is no requirement for E&D training of staff, 'this could place bodies at risk of complaints of discrimination by clients'.</p> <p>It would be helpful if the CLC could provide guidance as to what is meant by 'vulnerable'.</p> <p>E&D policies should include firms' processes for making reasonable adjustments.</p>	<p>small firms.</p> <p>The subject of a whether a distinct written Equality & Diversity Policy should be mandatory or optional will be subject to further review.</p> <p>The provision of training is mentioned in the Guidance which accompanies the Equality and Diversity Code, provided in the second phase of our consultation. We consider the mandatory provision of dedicated Equality and Diversity training to be a disproportionate requirement of small firms.</p> <p>We agree. We will provide possible indicators of vulnerability to clarify the meaning.</p> <p>The Code of Conduct requires those we regulate to make reasonable adjustments. This is reinforced by the Promote Equality of Access and Service Code and Guidance currently out for consultation. The Suggested Policy (which will become an Example Policy in light of the Legal Services Consumer Panel feedback) echoes this requirement. As what constitutes 'reasonable' is determined on a case-by-case basis we do not consider it appropriate that the process is set out.</p>
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