

## Responses to CLC 29 June 2018 Consultation

1. As worded the clause may indicate the firm must have a website, which is presumably not intended. Suggest reword to “you provide Cost Information on your website (where the firm has a website), and by other reasonable means on request.”

A requirement to disclose on the website average, or the range for, amounts for costs, fees, disbursements and referral payments should be possible notwithstanding that all pertinent facts affecting such figures are unlikely to be known at this point in time.

The information on ‘average’ fees, costs and disbursements may be of more value to competitors than consumers. For without price comparison websites, members of the public can provide their own comparisons only after viewing websites. Having a good website, which is easily accessible, and figures highly in search engine results, therefore becomes of even greater importance if consumer buying habits for conveyancing services from the internet become significant.

2. Description of and likely cost of any disbursement to be included in the estimate. This should not be an issue provided the format in which the information is provided is not prescribed.

3. Experience and qualifications does not guarantee, or often even indicate, the quality of service to be provided. Seems to assume technical expertise is always better or even required in a standard conveyancing transaction. Clients cannot measure technical expertise – it is seen and used by them as a shorthand to making a choice of lawyer. Firms will have to work harder at meeting the service quality issue of ‘how did you make me feel?’ even though at this point the transaction has not commenced. The CLC may be in danger of handing conveyancing back to the solicitors' profession. With limited understanding of the expertise of licensed conveyancers, or even what a licensed conveyancer is, customers may default to choosing firms by whether: “is my firm a solicitors, or is my lawyer a solicitor?” which would be a retrograde step for the licensed conveyancers' profession.

4. Key stages and indicative timescales will have to be carefully managed by firms. Otherwise the failure of a client's transaction to follow an idealised key stages expectation, and or indicative timescale, may create unreasonable expectations in the minds of consumers, leading to service complaints.

5. Complaints process, redress and PII information to be included on the website. For firms with a website should not be an issue.

6. Right to complain and how is already provided in Client Care Letter, so including on a website should not be an issue.

7. Right to complain and refer to LeO is already given, so inclusion on a website should not be an issue.

8A Including the practice licence number should not be an issue. As the information is currently available on the CLC website, the change should not facilitate bogus firm identity fraud.

8B Removing the requirement to name Managers may reduce the ease by which fraud using ‘telephone-spoofing’ can be carried out.

9. CLC secure logo in a prominent place on website. If it provides consumer confidence and reduces the opportunity for bogus firm fraud then the proposed change would be good. However, if a prominent badge indicates that the firm is not a solicitors firm (see comments in 3 above), then it is not necessarily a good thing should it be used, albeit naively, by consumers as a short-hand for not instructing members of the licensed conveyancers profession.