

110A Sylvan Avenue  
Wood Green  
Haringey  
London  
N22 5HY  
27th August 2019

Dear Sirs,

### Formal Complaint

On **31th January 2018** I submitted a Legal Aid Application.

On **20th February 2018** It was confirmed with a **capital contribution** from me of **£3,445.10**

I was aware of the possible requirement for a contribution,

**I was unaware how high it would be.**

On **22nd February 2018** I called the Legal Aid Agency and officially decline this offer.

22 Feb 18	12:25:02	03002002020	Peak	00:14:01	0.000	F
22 Feb 18	12:39:43	02088893319	Peak	00:05:09	0.000	F

The second number **020 8888 9313** was my legal representation **Tyrer Roxburgh**. The reason of this phone call was to inform them that their service was no longer needed and I'd be raising a formal complaint with the Legal Ombudsman..

On **25th February 2018** I submitted **Legal Ombudsman - 01 - Complaint - 2018-02-25**

On **3rd April 2019** The Legal Ombudsman assigned **Rhys Thomas** had been assigned to investigate the complaint. This is over a year after the complaint was made.

1. This is about the time the invoice was submitted. Why this is highly suspicious.

On **28th June 2019** The investigation was concluded (points 1 and 5 being upheld).

Below is what the Legal Ombudsman understood my complaint to be.

1. Failed to adequately deal with the Legal Aid Agency leading to his funding being withdrawn.  
When the funding was reinstated he had to make a contribution of £3,500;
- ~~2. Failed to reply to correspondence, either at all or within a reasonable time;~~
- ~~3. Failed to progress the matter;~~
- ~~4. Failed to deal with his complaint through their complaints process; and~~
5. Failed to file the Particulars of Claim within the 14 days following the submission of the claim form to the court on 20 November 2017.

The key findings are

**“This issue is that the firm never adequately explained that he would make a contribution in accordance with the Legal Aid Agency guidance. The letters warning about the contribution were sent after the retainer ended”**

&

**“It is therefore my decision that the firm’s handling of Mr McMorrow’s Legal Aid has been poor”**

You have subsequently accepted an invoice from **Tyrer Roxburgh**.

I believe that the acceptance of this invoice is in itself is an error but I am curious about the following:

From conversations with **Legal Aid Agency**, I’ve ascertained that on **20th February 2018** an offer was made, dependant on my contribution of **£3,445.10**. The offer letter states this contribution has to be paid by the **21st March 2018**. As I had not paid, the offer was **revoked**.

1. ... An invoice has been submitted by **Tyrer Roxburgh**. I understand this has been paid. It was assessed down to from **£457.70 + VAT** to **£240.19** Because was their claim was **“Outside of Scope”**  
Making me libeal for **£240.19**
  - a. In most cases I'm VAT exempted.
2. ... As my contribution was not made by **21st March 2018** the invoice was paid on my **emergency certificate**.
3. ....The invoice was submitted on **15th March 2019** for work done between **20th October 2017 - 2nd November 2017**.
  - a. The work was done 16 months prior to the invoice being submitted
  - b. Letter form **Legal Aid Agency (LAA)** dated **27th October 2017** issued an emergency certificate with effect from **27/10/2017**. So work done **20th - 26th October** was not covered by **emergency certificate**
  - c. Letter from **Legal Aid Agency (LAA)** dated **15th December 2017** informing me my emergency certificate had been **nullified**. As no substantial amendment had been submitted.
  - d. Letter from **Legal Aid Agency (LAA)** dated **31st January 2018** reinstated my certificate with effect from **31/01/2018**
4. Due to rejection of the **substantive offer** made On **20th February 2018**, we fall back on my emergency certificate. The certificate issued on **27th October 2017**. This certificate had **limitations (scope)** of **“Limited to the filing and service claim for and particulars”**

**Particulars** were not filed. However if my **emergency certificate** was valid from **27th October 2017** had the above **limitation** then the below excuse would be mute.

The Claimant did not prepare his particulars of Claim prior to the injunction application as he did not wish to accrue legal costs as it was possible that the Defendant would treat his plight seriously as he had instructed solicitors.

5. ...I first became aware of the debt when LCS called me on **19th July 2019**. No letters prior to this had been received. I am aware that I am libeal for my emergency certificate costs as I rejected it. But this invoice is almost a year after the certificate was revoked and no contact was made to ask me to pay the potentially owed sum

- a. A **Subject Access Request** made by myself did not include any debt letters between anyone. So either you failed to comply with Data protection laws or no letters have been sent. This has been referred to the ICO.
6. ... You have no robust systems in place to check the validity of an invoice. Other than checking scope, I see no checks have been performed.

I have real concerns about:

1. The Legal Aid Agency ignoring my concerns regarding **Tyrer Roxburgh**
  - a. My **SARS** request you admit to having recording of my calls, but failed to provide them.
2. The length of time that elapses between doing the work and submitting an invoice.
3. The Legal Aid Agency not informing me of the debt before LCS called me.

If we accept the invoice was paid on the **emergency certificate** and for work done between **20th October 2017 - 2nd November 2017**. You will note the certificate was **nullified** on **15th December 2017** as no **substantive amendment** had been received. My legal representation **Tyrer Roxburgh** put this down as **administrative error**.

**Tyrer Roxburgh** logged a **formal complaint** with **The Legal Aid Agency (LAA)**. The response has never been seen by myself and despite the last item under **Remedy Sought**, no compensation has been received by myself.

On **2nd January 2018** **Ronak Ahmed** <[ronak@tyrerroxburgh.co.uk](mailto:ronak@tyrerroxburgh.co.uk)> from **Tyrer Roxburgh** Sent me the following email

**“Dear Mr McMorrow**

**I trust you had a peaceful Christmas period. Towards the end of last year I was absent on leave so was not in the office much.**

**I am sorry to say that your legal aid was cancelled by the Legal Aid Agency as we failed to submit a substantive application. You will recall that we submitted an emergency application and we were required to submit a substantive application within specific time limits. I confirm that I have appealed the cancellation and once I receive a response I will be in touch. If the appeal is not successful, we will submit a fresh application on your behalf.**

**Following a discussion with the partner at this Firm, I can confirm that you will not be charged any fees for any work due to the lapse of legal aid. I can also confirm that we will continue working on your case as normal so you are not prejudiced.**

**Again, I am sorry for this failure on our part.”**

In this message they (**Tyrer Roxburgh**) take **responsibility** for the error. Key line is **“Following a discussion with the partner at this Firm, I can confirm that you will not be charged any fees for any work due to the lapse of legal aid.”**

I understand stand this to be normal when A certificate is **nullified**.

The certificate was **reinstated** on **31st January 2018**. This is outside the timeframe of work done between **20th October 2017 - 2nd November 2017**.

I am seeking this bill to be written off, an explanation and compensation for Legal Aid Agencies complete mishandling of this case.

Daniel McMorrow