The consultation closes on **July 16 2026 at midnight.**

Consultees do not need to answer all questions if only some are of interest or relevance.

Answers should be submitted by PDF or word document to
CJC.SolicitorsAct.Consultation@Judiciary.uk

If you have any questions about the consultation or submission process, please contact
CJC@judiciary.uk

Please name your submission as follows: 'name/organisation - CJC The Reform of the Solicitors Act 1974.

You must fill in the following and submit this sheet with your response:

Your response is (public/anonymous/confidential):	Public
First name:	Richard
Last name:	Langley
Location:	UK
Role:	Solicitor
Job title:	Committee Member
Organisation:	London Solicitors Litigation Association (LSLA)
Are you responding on behalf of your organisation?	Yes
Your email address:	richardlangley@broadfieldlaw.com

Information provided to the Civil Justice Council:

We aim to be transparent and to explain the basis on which conclusions have been reached. We may publish or disclose information you provide in response to Civil Justice Council papers, including personal information. For example, we may publish an extract of your response in Civil Justice Council publications or publish the response itself. Additionally, we may be required to disclose the information, such as in accordance with the Freedom of Information Act 2000. We will process your personal data in accordance with the General Data Protection Regulation and the Data Protection Act 2018.

Consultation responses are most effective where we are able to report which consultees responded to us, and what they said. If you consider that it is necessary for all or some of the information that you provide to be treated as **confidential** and so neither published nor disclosed, please contact us before sending it. Please limit the confidential material to the minimum, clearly identify it and explain why you want it to be confidential. We cannot guarantee that confidentiality can be maintained in all circumstances and an automatic disclaimer generated by your IT system will not be regarded as binding on the Civil Justice Council.

Alternatively, you may want your response to be **anonymous**. That means that we may refer to what you say in your response but will not reveal that the information came from you. You might want your response to be anonymous because it contains sensitive information about you or your organisation, or because you are worried about other people knowing what you have said to us.

We list who responded to our consultations in our reports. If you provide a confidential response your name will appear in that list. If your response is anonymous, we will not include your name in the list unless you have given us permission to do so. Please let us know if you wish your response to be anonymous or confidential.

The full list of consultation questions is below:

Please give reasons for your answers. Please do so by reference, where applicable, to the guidance given in the footnotes.

All answers should be supported by evidence where possible to enable evidence-based conclusions to be drawn.

It is not necessary to answer all the questions

The LSLA was formed in 1952 and represents the interests of a wide range of civil litigators in London. It has almost 4,000 members throughout London among all the major litigation practices, ranging from the sole practitioner to major international firms. Members of the LSLA Committee have sat on the Civil Justice Council and are current members of the Law Society Civil Justice Committee, the Senior Courts Costs Office User Group, the Chancery Division Court Users Committee, the Rolls Building Users Committee, and the Commercial Court Users Committee. As a consequence, the LSLA has become the first port of call for consultation on issues affecting civil and commercial litigation in London, and it has on many occasions been at the forefront of the process of change, including the Disclosure Working Group and the BPC witness statement reforms.

This document sets out the response of the LSLA to the consultation exercise by the Civil Justice Council on the Reform of the Solicitors Act 1974, Part III. In this, we draw on the experience of our corporate member firms. Given this, the views that are expressed below reflect a range of perspectives.

There are a number of questions for consultation, and this document responds to those to which the LSLA feels it can provide a meaningful response.

A – Overview

1. *Do consultees agree that any revised code for the regulation of solicitor and own-client costs should have the objectives identified in paragraph 4.2 above?*

    (a) *Should the revised code contain any other objectives that aren't identified above?*

    (b) *If consultees disagree, why? What alternate objectives should be relied on?*

A1. The London commercial litigation market depends upon the ability of solicitors and clients to negotiate and honour commercial fee arrangements. Any reform which undermines the enforceability of freely negotiated retainers risks damaging London's position as a pre-eminent global centre for commercial dispute resolution.

A2. The LSLA supports the broad objective of modernisation, but there is a real danger that a consumer-protection model becomes the overarching principle of the new regime. This would be a mistake and would create the same perverse incentives for litigation about costs that the reforms are intended to address. The new code must deter technical, tactical, or low-merit challenges just as clearly as it facilitates proper complaints. Commercial clients, particularly sophisticated corporate clients using London litigation firms, do not require the same level of court-supervised paternalism as vulnerable consumers or small-value claimants.

A3. With that in mind the LSLA broadly agrees with the objectives identified in paragraph 4.2 of the consultation paper. However, any revised statutory code should additionally include as express objectives: (i) preserving the ability of solicitors and clients to agree commercial terms on a consensual basis, particularly where both parties are sophisticated and legally advised; (ii) providing an efficient process which discourages vexatious, frivolous, or tactically motivated challenges to bills; and (iii) enabling solicitors to enforce payment of proper fees for work carried out in a timely manner, without disproportionate procedural impediment.

A4. The objectives should also encompass the efficient resolution of fee-related complaints in a timely and non-arbitrary manner. This means that a revised code should have the objective of maintaining an efficient and proportionate mechanism for the assessment of solicitor and own-client costs disputes that fall outside the jurisdiction of the Legal Ombudsman, particularly in relation to higher-value bills. Reform should therefore seek not only to improve consumer complaint mechanisms, but also to provide an effective and accessible framework for the determination of larger costs disputes by the courts.

B – Solicitors' charges should be "fair and reasonable"

2. *We propose that solicitors' charges should be subject to an overarching principle that they be 'fair and reasonable', judged on an objective basis, which should apply both to the amounts actually charged and to contractual terms, but not to the manner in which the agreement was reached. Do consultees agree with this recommendation?*

B1. The LSLA welcomes in broad terms the introduction of an overarching "fair and reasonable" principle, particularly the proposal that the test should apply to the amounts charged and to contractual terms, but not to the manner in which the agreement was reached. The separation of the fairness inquiry from the process of reaching agreement is an important clarification that should reduce satellite litigation of the kind seen under the current Part III. However, the application of this principle must take into account a number of additional points of importance to the London commercial litigation market.

B2. For those firms conducting complex litigation in the London market, under instruction by sophisticated clients, the starting point for any "fair and reasonable" assessment must be that the conduct of such litigation is inherently complex, resource-intensive, and demands expertise of the highest order. The assessment must respect the commercial bargain struck between willing parties at the outset of the engagement, and should not involve a retrospective, hindsight-based reappraisal of the reasonableness of fees by reference to some notional standard of what might have been charged by a different firm or in different circumstances.

B3. There needs to be clear recognition that, particularly in the conduct of premium high-end complex litigation in the London Courts, clients have a wide choice of firms to instruct, and if they choose to instruct firms charging higher hourly rates, the premise for any assessment should not be that such rates are unreasonable according to some objective standard.

B4. Reflecting the wide choice of firms, it is also now far more common than in previous years for clients to move from one firm to another, sometimes on multiple occasions, before the conclusion of proceedings. This has significant implications both for costs incurred and for costs recovery. Successor firms frequently inherit incomplete knowledge of the matter, must spend considerable time reviewing historic files and advice, and may face substantial difficulties in recovering the resulting costs from opponents or clients. Any reformed regime should recognise the impact that repeated changes of solicitor can have on overall costs, such that solicitors are not penalised unfairly in their ability to recover costs which have been fairly incurred.

B5. It should be made clear that the assessment is made by reference to the information available and the circumstances prevailing at the time and the fee agreement reached and the work was undertaken - not with the benefit of hindsight as to the outcome of the matter. The application of a "fair and reasonable" standard must not give clients a free opportunity to seek to reduce costs after the event, nor should it create a mechanism for tactical delay in payment. We are concerned that an objective standard, if applied without proper safeguards, could become a vehicle for retrospective challenge to fees that were perfectly reasonable at the time they were agreed and incurred. Any assessment must take into account client instructions issued on the facts of the matter as they developed. There is also a case for distinguishing the approach applicable to a consumer from that applicable to a sophisticated commercial client, such as a large business or corporation advised by in-house counsel. In the latter case, there should be a strong presumption that freely negotiated terms are fair and reasonable.

B6. Given the clear indications from the Courts as to the need for adequate supervision of work, the default position on assessment should not be that a substantial proportion of senior lawyer or partner time on a file is to be regarded as unreasonable. Solicitors are expected to supervise work adequately to ensure quality and accuracy, and this is to the benefit of all users of the court system and of the administration of justice. This is also important for upholding the reputation of the profession, which suffers when work is undertaken at an inappropriately junior level and insufficiently supervised, sometimes due to costs pressures.

3. *We propose that the approach taken in reg. 3 of the 2009 Order – subject to some updating – would be a sensible approach to producing guidance on the meaning of 'fair and reasonable'. Do consultees agree? Consultees should consider whether:*

(a) there is anything presently contained in reg. 3 of the 2009 Order which should be excluded when producing guidance on the meaning of 'fair and reasonable.'

(b) there is anything not presently contained in reg. 3 of the 2009 Order that should be included.

B7. As regards the guidance on the meaning of "fair and reasonable", we agree that the approach taken in reg. 3 of the 2009 Order provides a sensible starting point. However, we suggest that the following additional factors should be included in any updated guidance: (i) the terms expressly agreed between the parties, including any written fee agreement or retainer; (ii) the sophistication, resources, and bargaining position of the client; (iii) whether the client received independent advice or had the benefit of in-house legal counsel in negotiating the fee arrangement; and (iv) the extent to which the client gave informed consent to the basis of charging at the outset of the engagement. These factors are necessary to ensure that the assessment properly reflects the commercial context in which the retainer was entered into, rather than applying a one-size-fits-all consumer protection standard to all solicitor-client relationships.

B8. The relationship between the proposed "fair and reasonable" test and the existing principles reflected in CPR 46.9 requires further clarification. Under CPR 46.9(3)(a) and (b), costs are presumed on assessment to have been reasonably incurred and reasonable in amount where they have the express or implied approval of the client. Any revised framework should preserve the ability of solicitors to rely upon a client's informed express or implied consent as a significant factor in demonstrating that costs are fair and reasonable. In particular, where a sophisticated client has agreed to a charging structure, hourly rates, staffing model or other material terms of engagement, there should be a strong presumption that those arrangements are fair and reasonable.

B9. The consultation paper is also unclear as to the extent to which the provision of costs information to the client will remain relevant to the assessment exercise. If the intention is that the "fair and reasonable" requirement is not concerned with the manner in which an agreement was reached, clarification is needed as to how that approach is intended to interact with CPR 46.9(3)(c) and the existing principles concerning unusual items of work, unusual expenditure and adequate client notification. The information provided to the client about the basis, scope and potential level of charges should remain an important consideration when determining whether costs are fair and reasonable. If it is intended that such matters should cease to be relevant to the assessment process, this would represent a significant departure from the current law and the justification for that change should be clearly explained.

C – Contentious/non-contentious business

4. *Do consultees agree that the distinction between contentious and non-contentious business should be removed? Do consultees perceive any disadvantage in doing so?*

C1. We agree with the removal of this distinction, which has no advantage from the perspective of client or solicitor, and in an environment of increased regulation across many sectors in the UK, the distinction is no longer clear-cut.

D – Graduated system of dispute resolution

5. *As part of our wider provisional recommendation for a graduated dispute escalation procedure, we propose a route for smaller bills, as set out above. In summary, clients must exhaust internal complaints processes and LeO's complaints procedure before petitioning the Court, initially with an application for permission to proceed which would need to show good reason why further recourse was justified. Do consultees agree with this proposal? The WG are particularly seeking views on the proposal that clients must show good reason before being given permission to proceed by way of Court proceedings.*

D1. The LSLA agrees with the principle of a graduated dispute resolution procedure in broad terms. It is sensible that informal methods of dispute resolution should be exhausted before recourse to the Courts, and the proposal for a permission stage under Route 1 is a welcome filter.

However, we have significant concerns about the practical operation of the proposed scheme, particularly from the perspective of solicitors' ability to enforce payment of proper fees.

D2. Our principal concern is that a graduated escalation procedure could be exploited as a tactical mechanism to delay or avoid payment of legitimate fees. One risk is that a client, faced with a bill for properly performed work, initiates a complaint not because the fees are genuinely disputed, but in order to create a de facto payment moratorium while the complaint process runs its course. This problem is well understood in other sectors. By way of analogy, the Financial Ombudsman Service scheme, although well resourced, demonstrates that even larger financial institutions sometimes struggle with the burden and costs of processing a high volume of complaints, many of which may lack merit. The proposed graduated scheme risks creating similar incentives in the solicitor-client context, enabling clients to withhold payment of undisputed sums while complaints are processed. For this reason, we recommend that any graduated dispute resolution procedure should include a requirement for the client to make a payment on account, of a substantial proportion of the disputed fees (we suggest not less than 50%) as a condition of raising a challenge through the LeO route. This would be analogous to the requirement for an interim payment in existing costs assessment proceedings and would serve to deter tactical or frivolous complaints made for the purpose of delaying payment.

D3. We suggest that where a client wants to proceed with an assessment by the court after a LeO assessment there should be similar provisions as currently exist with provisional assessment between the parties (ie where a party requests a full assessment, that party will pay the costs of that assessment unless they achieve a 20%, or greater, increase in the sum originally assessed – see CPR 47.15(10(a)). Otherwise there is a risk that clients will reject a LeO assessment and take it to a full court assessment as a matter of course.

6. *Do consultees agree with our recommendation for a graduated dispute escalation procedure, including ADR, for those cases falling outside LeO's jurisdiction, as a precondition to accessing the courts in disputes about solicitors' costs?*

D4. We have concerns about the implications of a mandated ADR scheme under Route 2. In particular: (i) it is unclear who would bear the costs of ADR, and there is a risk that the cost burden falls disproportionately on the solicitor who has already performed the work and is seeking payment; (ii) an open-ended ADR process may conflict with strict time limits for bringing further challenges to the Courts, creating a tension whereby delays in the ADR process prejudice the solicitor's ability to enforce their fees; and (iii) if mandated ADR is to be introduced, there must be clear provision that a client's obligation to pay undisputed sums is not suspended pending the ADR process. We do not see why the general approach of the Courts, with a costs penalty for unreasonable refusal to participate in ADR (as endorsed in Churchill v Merthyr Tydfil County Borough Council [2023] EWCA Civ 1416), could not apply equally in the case of solicitor-client fee disputes without the need for a mandated scheme.

D5. More broadly, the LSLA submits that the graduated dispute resolution model should include express provision preventing a client from using the initiation of a complaint as a basis for withholding payment of sums that are not genuinely in dispute. Where a bill covers multiple items of work, a challenge to some items should not entitle the client to withhold payment of those items which are not disputed. The reformed scheme should make clear that the obligation to pay undisputed sums continues notwithstanding a complaint or ADR process in respect of disputed items.

D6. The LSLA also considers that greater clarity is required as to the scope of the proposed mandatory escalation procedure. In particular, it is unclear whether the requirement to exhaust internal complaints procedures and ADR would apply only where a client seeks affirmatively to challenge the solicitor's charges, or whether it would also apply where a solicitor commences proceedings to recover unpaid fees and the client raises a challenge to the amount of those fees by way of defence. We assume that the former is intended, and that a solicitor seeking to enforce payment of a bill should not be prevented from doing so by a requirement to complete a separate complaints process, particularly where the amount charged is not genuinely disputed. The position should be clarified in order to avoid uncertainty.

E – Role of LeO

7. *Do consultees agree with our recommendation that the jurisdiction of LeO in relation to costs be clarified and expanded, in the manner suggested?*

E1. The LSLA agrees in principle that the jurisdiction of LeO in relation to costs should be clarified. The current uncertainty as to whether LeO can entertain complaints about costs per se, or only complaints about service linked to costs, is unhelpful and generates satellite disputes. Clarification that LeO can deal with costs complaints directly is a sensible step, provided appropriate safeguards are in place.

E2. Further, we are concerned about LeO's operational capacity. LeO currently struggles to meet its complaint-handling targets, with significant backlogs and delays. The consultation paper itself acknowledges at paragraph 4.21 that the proposed model would increase LeO's workload. For the graduated dispute resolution model to work fairly for solicitors, LeO must be able to process complaints expeditiously. Delays of the kind presently experienced by LeO — with customers waiting months before their complaint reaches an investigator — would be unacceptable as a precondition to a solicitor being able to enforce payment of legitimate fees. The LSLA therefore recommends that any expansion of LeO's jurisdiction be conditional upon demonstrable improvements in LeO's case-handling performance and adequate ring-fenced funding for the expanded function.

E3. Reflecting earlier comments, whilst clients must have access to an effective complaints mechanism, there is an important distinction between complaints alleging deficient conduct, negligence, or poor-quality advice, and complaints which are, in substance, attempts to renegotiate fees after work has been completed. The effectiveness of any expanded role for LeO will depend not only on funding and resources but also on the robustness of its triage and case-management processes. LeO should be equipped to distinguish at an early stage between substantive service complaints and complaints directed principally at obtaining a reduction in fees. A streamlined process, with early assessment of merit and expedited disposal of complaints lacking substantive grounds, would help ensure that the complaints system remains proportionate and focused on genuine consumer protection concerns rather than fee-negotiation by another route.

8. *Do consultees consider the proposed cap of £50,000 to be appropriate? If consultees disagree, would they suggest a higher or a lower figure? Why?*

E4. We note that the £50,000 figure relates to the LeO's existing compensation cap under Scheme Rule 5.43, but that this cap expressly does not apply to directions limiting fees to a specified amount or requiring the payment of interest on fees to be refunded (Scheme Rule 5.45). The distinction between compensation and fee-limiting directions is important: if LeO is to have jurisdiction over costs complaints per se, the effective financial exposure for solicitors in the London commercial litigation market could substantially exceed £50,000, notwithstanding the stated cap. The LSLA considers that any expansion of LeO's jurisdiction must be accompanied by clear financial limits on the overall quantum of any direction (whether as to compensation or fee limitation) that LeO may make in a single case.

F – Content of bills and other formalities

9. *Do consultees agree that the concept of the 'statute' or 'statutory' bill should be abolished, and that the content and format of bills should be set by conduct rules and rules of court?*

F1. We agree that the question of the content and format of bills should be revisited, and that the concept of the 'statute' or 'statutory' bill should be abolished.

10. *Do consultees agree that requirements as the signature and delivery of bills should likewise be addressed by conduct rules, reflecting up-to-date practice?*

F2. A separate consultation on the format and content of bills to be prescribed by conduct rules and rules of court would be a sensible step. Even if the concept of a statute bill is abolished, there still needs to be a clear definition of what is a bill that can be sued on and/or assessed by the court.

11. *Do consultees agree that there should be a single time limit for initiating proceedings of one year from receipt, regardless of whether the bill is paid, subject to a power to extend the time limit where it is fair a reasonable to do so?*

Consultees in particular are asked to consider whether the proposal of a single time limit regardless of payment of the bill raises any concerns.

F3. The LSLA has a significant concern that the proposed one-year time limit for initiating proceedings from receipt of a bill is too generous and does not adequately serve the interests of finality. The existing regime already provides that after 12 months from payment, no assessment may be ordered. The proposed reform, by running the time limit from receipt rather than payment and removing the distinction, risks weakening this policy of finality rather than strengthening it.

F4. In a complex matter spanning several years, the number of factors that inform how tasks are approached — including evolving client instructions, procedural developments, and tactical decisions taken in the heat of litigation — is considerable. It is not unfair to require the client, on receipt of a bill containing all necessary information, to pay sufficient attention to the information provided and to raise any challenge within a substantially shorter period than one year. The LSLA submits that 90 days from receipt of a bill would be a more appropriate time limit for initiating the complaints or challenge process. This would be sufficient time for a conscientious client to review the bill, take costs advice if desired, and raise any genuine concern — while preventing stale challenges brought long after the work was performed.

F5. A shorter time limit is justified for the following further reasons. First, failure to raise a challenge in good time has implications for the staleness of evidence: the longer the delay, the more difficult it becomes for the solicitor to justify individual billing decisions by reference to the circumstances prevailing at the time. Second, it is far better for both parties that challenges are raised while the work is fresh in mind, as delay permits the dynamics of a challenge to be affected by hindsight factors — including the ultimate outcome of the litigation — which are irrelevant to whether the fees were fair and reasonable at the time they were incurred. Third, an extended time limit creates an ongoing contingent liability for the solicitor which impedes financial planning and — in the case of smaller firms — may affect professional indemnity insurance and working capital. Fourth, a shorter time limit is consistent with the LeO Scheme Rules, which since 1 April 2023 require complaints to be made within one year of the act or omission and within six months of the firm's final response. A 90-day period from receipt of the bill would sit comfortably within that framework.

F6. As regards the proposal that the time limit should run regardless of whether the bill has been paid, this reinforces the case for a shorter period: a client who pays without objection should not be permitted to challenge the bill many months later with the benefit of hindsight.

G – Miscellaneous matters

12. *Do consultees agree that the matters described above at paragraphs 4.29–4.34 above do not require legislative provision, and where necessary can be addressed via conduct rules and/or rules of court?*

13. *Aside from the provisions in the existing legislation outlined above in paragraphs 4.29–4.34, are there any other provisions in the current Part III that consultees feel should be reviewed or removed?*

14. *Our recommendation is that the proposed changes can be introduced via limited primary legislation containing an appropriate enabling power. Other matters can be addressed by changes to the LeO Scheme Rules, changes to conduct rules, and changes to rules of Court. Do consultees agree?*

G1. The LSLA agrees with the provisional recommendations in paragraphs 4.29–4.34. We agree that the proposed changes can be introduced via limited primary legislation containing an appropriate enabling power, with other matters addressed by changes to the LeO Scheme Rules, conduct rules, and rules of court. This approach has the advantage of providing a flexible framework that can be updated as the market evolves, without the need for further primary legislation each time an adjustment is required.

15. *In principle, would consultees support the concept of 'fair and reasonable' charging being extended to other legal services professionals? Please explain your answer, giving examples if possible.*

G2. As to whether the concept of 'fair and reasonable' charging should be extended to other legal services professionals (Question 15), the LSLA supports this in principle. It is anomalous that solicitors alone, among the regulated legal professions under the Legal Services Act 2007, are subject to a special regime of costs supervision by the Courts. Barristers, legal executives, licensed conveyancers, costs lawyers, and other authorised persons should be subject to equivalent standards.

London Solicitors Litigation Association

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