

Complaints Policy

Document Status: Approved Policy

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Review Cycle: Annual

Policy Owner: LumioLex Leadership

Applies To: Consultants, contractors, suppliers, clients, professional representatives, counsel, experts and third parties acting for or with LumioLex

1. Purpose and Status

1.1. LumioLex is committed to delivering a high standard of professional service. This policy sets out a clear, structured and legally coherent process for the handling of complaints.

1.2. This policy forms part of the contractual framework between LumioLex and its clients and must be read alongside the Terms of Engagement and any applicable Contract for Services. It is governed by the laws of England and Wales.

1.3. Objectives:

- provide a transparent route for raising concerns;
- ensure complaints are addressed consistently and proportionately;
- align complaint handling with contractual dispute resolution provisions;
- promote early resolution;
- protect LumioLex's professional, financial and legal position.

2. Definition of a Complaint

2.1. A "complaint" means any written expression of dissatisfaction relating to services provided by LumioLex which requires a formal response.

2.2. General queries, requests for information, or routine service communications do not constitute complaints.

3. Scope and Jurisdiction

3.1. This policy applies to complaints relating to:

- quality of service;
- delay or failure to act;
- communication issues;
- conduct of consultants, contractors or representatives;

- administrative or operational matters.

3.2. Complaints relating to reserved legal activities (including litigation or advocacy) must be directed to the relevant authorised legal practitioner under their own regulatory procedure.

3.3. LumioLex Ltd is a non-regulated legal consultancy providing non-reserved legal services only. Complaints concerning LumioLex-led work do not fall within the jurisdiction of the Legal Ombudsman, the SRA or the BSB and must be pursued exclusively under this policy and, if unresolved, via contractual dispute resolution (mediation and the courts of England and Wales).

4. Time Limits

4.1. Complaints must be raised within **90 days** of the event complained of or within 90 days of completion of the relevant matter, whichever is earlier.

4.2. LumioLex may decline to investigate complaints brought outside this period where it is reasonable to do so, including where evidence is no longer available.

5. Principles

5.1. Complaints will be handled promptly, fairly, proportionately and confidentially so far as reasonably practicable.

5.2. Handling a complaint does not constitute any admission of liability.

5.3. A complaint does not of itself indicate negligence, breach of duty, or professional fault.

6. Stage 1 – Informal Resolution

6.1. Clients are encouraged to raise concerns informally in the first instance.

6.2. Contact: Email: info@lumiolex.com

6.3. LumioLex will use reasonable endeavours to resolve the issue without formal escalation.

7. Stage 2 – Formal Complaint

7.1. Complaints must be submitted in writing and include:

- client name and matter reference (if applicable);
- full details and supporting documents;
- outcome sought.

7.2. LumioLex will:

- acknowledge within 3 working days;

- investigate proportionately;
- provide a written response within 28 days (subject to complexity).

7.3. The response will set out findings, outcome (upheld/partially upheld/rejected) and any proposed resolution.

8. Stage 3 – Internal Review (Final Internal Stage)

8.1. If dissatisfied, a review may be requested.

8.2. A senior representative not previously involved will conduct the review.

8.3 If a senior representative cannot be allocated a third-party specialist will be appointed

8.4. LumioLex will issue a further response within a reasonable timeframe (normally 14–28 days).

8.5 Upon issuing the Stage 3 response, LumioLex may deem the internal complaints process concluded.

9. Stage 4 – Mediation

9.1. Where a complaint remains unresolved, the matter may proceed to mediation in accordance with contractual provisions.

9.2. Mediation will be conducted by an independent mediator on a without prejudice basis with the aim of achieving resolution without court proceedings.

10. Stage 5 – Litigation

10.1. If mediation is unsuccessful or not pursued, the matter may proceed to the courts of England and Wales, which shall have exclusive jurisdiction.

11. Costs, Fees and Financial Responsibility (Key Clause)

11.1. This section reflects the binding contractual position under the Terms of Engagement.

11.2. All costs arising from, connected with, or incidental to a complaint shall be borne by the client or the relevant consultant/contractor, as applicable.

11.3. This includes (without limitation):

- administrative and management time;
- professional review time;
- internal review costs;
- third-party, expert or advisory costs;

- mediation fees;
- legal costs of responding to or defending a complaint;
- court or tribunal fees;
- costs incurred by LumioLex and any opposing party.

11.4. Professional defence costs incurred by LumioLex shall be charged at **£350 per hour**.

11.5. Costs shall be calculated at LumioLex's prevailing hourly rates unless otherwise agreed in writing.

11.6. Such costs are payable **regardless of outcome**, including where a complaint is upheld in whole or in part, rejected, or partially upheld, and irrespective of mediation or litigation outcomes.

11.7. These provisions apply where a complaint is escalated beyond informal resolution or requires formal investigation or dispute resolution.

11.8. No entitlement to fee reduction, refund or compensation arises by reason of a complaint unless expressly agreed in writing by LumioLex.

11.9 This allocation of costs reflects a reasonable and proportionate pre-agreed allocation of risk between the parties.

11.10 LumioLex may recover such costs as a contractual debt.

12. Service Suspension and Termination

12.1. LumioLex reserves the right to suspend or terminate services where:

- the complaint renders the professional relationship unworkable;
- there is non-payment during the complaint process;
- the complaint is abusive or conducted in bad faith.

13. Scope Protection and Third-Party Responsibility

13.1. A complaint does not expand the scope of services or create any new duty of care, advisory obligation, or retainer beyond that expressly agreed.

13.2. LumioLex is not responsible for acts or omissions of third parties, including barristers, experts or authorised practitioners, even where introduced by LumioLex. Complaints concerning such parties must be directed to them.

14. Outcomes and Remedies

14.1. Where a complaint is upheld, LumioLex may, at its discretion, provide an explanation, apology, rectification, or internal review action.

14.2. Any remedy is discretionary and proportionate.

15. Contractual Position

15.1. This policy operates alongside contractual terms relating to fees, scope, liability and dispute resolution.

15.2. Raising a complaint does not suspend any contractual obligation, including payment, unless agreed in writing.

15.3. Nothing in this policy prevents the client from pursuing any lawful form of redress available to them, subject to the contractual terms agreed.

15.4. In the event of any inconsistency between this policy and the Terms of Engagement, the Terms of Engagement shall prevail.

16. Confidentiality and Data Protection

16.1. Complaints will be handled in accordance with confidentiality obligations and applicable data protection law.

17. Vexatious, Abusive or Unreasonable Complaints

17.1. LumioLex may refuse to engage further where complaints are frivolous, vexatious, abusive or repetitive without new evidence.

17.2. LumioLex may cease correspondence and recover additional costs incurred as a result of such conduct.

18. Monitoring and Improvement

18.1. LumioLex will monitor complaints to identify trends and improve services, policies and training.

19. Contact

All complaints should be directed to:

Email: info@lumiolex.com

Telephone: 0121 285 5663

20. Severability

20.1. If any provision or part of this policy is found by a court or competent authority to be invalid, unlawful or unenforceable, that provision or part shall, to the extent required, be deemed severed and shall not affect the validity and enforceability of the remaining provisions of this policy.

20.2. The parties agree that any invalid, unlawful or unenforceable provision shall, where possible, be interpreted or replaced in a manner that most closely reflects the original intention and commercial effect of the provision.