
Supervision Framework

Pre-contractual
information for
consumers



23 April 2026 (version 1)

Costs Lawyer Standards Board

Introduction

1. This framework sets out how the CLSB supervises compliance by Costs Lawyers with their obligations relating to the **pre-contractual information** provided to clients, or potential clients (who are consumers) to ensure they are dealt with fairly and in line with their consumer rights. This includes information on websites, promotional materials and Terms and Conditions. It applies only to Costs Lawyers that provide or market their services to consumers.
2. For the purposes of this framework a consumer is an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession. It is important to be aware that this includes individuals who are funded by legal aid and individuals you are advising on a pro-bono basis.
3. This framework forms part of a wider supervision programme, which involves the use of similar frameworks for other supervision activities such as auditing Client Care Letters and complaint handling. It should be read in conjunction with the CLSB's [Supervision Policy](#).

Regulatory context

4. When dealing with consumers you have a number of legal obligations under consumer protection law. Costs Lawyers who are regulated by the CLSB and deal directly with consumers and/or promote their services to consumers must therefore comply with consumer law in order to comply with the Code of Conduct¹.
5. CLSB has produced [guidance](#) on Dealing with Consumers to help Costs Lawyers recognise their obligations under consumer law and how these relate to their regulatory duties as Costs Lawyers. This guidance has significantly informed the approach set out in this Framework.

¹ Principle 2.1 provides that you must at all times act within the law

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6. CLSB has also produced [guidance](#) on price transparency (through websites and promotional information) that is relevant here.
 7. This framework is primarily focused on the way in which you advertise and promote your services to consumers and the provision of information to consumers before the point at which they enter into a contract with you.
 8. Most of the information that you need to provide at the point of engagement (once the client has chosen to instruct you) is covered in separate guidance on Client Care Letters in the [Costs Lawyers Handbook](#). As we have a separate [Supervision Framework](#) in relation to Client Care Letters these requirements are not duplicated in this framework.
 9. Principle 1 of the [Costs Lawyer Code of Conduct](#) states that you must Act with honesty and integrity and maintain your independence.
 10. More specifically, Principle 1.3 states that you must not give false or misleading information to anyone with whom you deal.

11. Principle 1.4 states:

When you supply or offer your services as a Costs Lawyer, you must not be misleading or inaccurate about the nature or scope of the services you are offering, who will be legally responsible for undertaking them, the extent to which they are covered by regulation and insurance, the terms on which they will be supplied or the basis on which they will be charged.

12. Principle 4.6 states:

You must ensure your client is able to make informed decisions about the work being undertaken on their behalf throughout the lifetime of a matter, including how it will be priced, the costs incurred and the likely overall cost of the matter (including any potential liability for the costs of other parties).

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13. If you work for an organisation that is authorised by another legal services regulator, such as the Solicitors Regulation Authority, you must comply with that regulator's rules and guidance in relation to pre-contractual information and price transparency. However, you should check that your organisation's approach is sufficient to meet your individual obligations as a Costs Lawyer in the Code of Conduct. Where a firm's overarching policy conflicts with the CLSB Code of Conduct, you remain personally accountable for ensuring the information you provide, or that is provided on your behalf, is not misleading.
 14. The main purpose of the audit is to promote high standards of transparency, improve the quality of information provided to consumers, and mitigate the risk of regulatory intervention or consumer complaints resulting from non-compliance with general consumer law. The audit specifically assesses whether information is 'intelligible' to a lay consumer.

Audit criteria and process

15. An audit of a sample of Costs Lawyers is undertaken annually.
16. Recognising that any pre-contractual information provided is usually done so on a firm basis rather than by individual Costs Lawyers (other than sole practitioners), we only select one Costs Lawyer per organisation for audit in any given year.
17. As a first step we conduct a desk top audit of the Costs Lawyers whereby we review websites and any relevant information thereon such as standard terms and conditions, promotional materials and service and price descriptions. We will not notify the Costs Lawyer concerned at this stage.
18. The information obtained through our audit will be assessed against the checklist at **Annex A**. Where we identify gaps or where the Costs Lawyer concerned does not have an online presence at all, we will write out to them to obtain copies of relevant documentation such as standard terms and, if necessary, actual case examples of

how the service and price is described pre-contract (which may be contained in documents such as the Client Care Letter). The information provided will then be assessed against the checklist.

19. Completed checklists are shared with Costs Lawyers where appropriate, including where non-compliance is identified or where the Costs Lawyer asks to see the completed checklist. The completed checklist is stored against the relevant Costs Lawyer's record in the CLSB's internal database.
20. The audit is undertaken in a manner which makes clear that the CLSB's intention is to support individual Costs Lawyers and organisations to facilitate better client outcomes. However, failure to cooperate with the audit or to make necessary changes without a reasonable explanation could result in disciplinary action being taken against a Costs Lawyer under the Disciplinary Rules and Procedures.

Audit outcomes

21. Where the information is found to comply with the guidance, the Costs Lawyer will be notified of the outcome by email.
22. Where the information is found to be non-compliant or non-existent, the Costs Lawyer will be informed and asked to take action to towards compliance as soon as possible.
23. If the information is used by more than one Costs Lawyer (i.e. it is an organisation-wide procedure), the most senior regulated Costs Lawyer working at the organisation will be contacted about the non-compliance, even if they were not the Costs Lawyer initially selected for audit. This is because that Costs Lawyer is likely to be best placed to effect the necessary changes within the organisation.
24. The Costs Lawyer will be asked to submit the revisions, following liaison with others in the organisation where appropriate, within a specified timeframe.

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25. No compliant organisation will be audited more than once in three years, other than by way of follow-up in instances of non-compliance. If the random selection of a Costs Lawyer for audit in any given year would infringe this principle, the Costs Lawyer will not be audited and another Costs Lawyer will be randomly selected in their place.
 26. Upon completion of the annual audit, a report of findings is provided to the CLSB Board. Learnings from the audit are used to provide feedback to the profession (for example, by highlighting anonymised examples of poor practice and good practice) and to inform our regulatory arrangements and guidance materials as appropriate.

Annex A



Pre-contractual Information Audit

A. Introduction

1. The [Costs Lawyer Code of Conduct](#) provides that Costs Lawyers must not give false or misleading information to anyone with whom you deal (Principle 1.3) and ensure that clients are able to make informed decisions about the work being undertaken on their behalf throughout the lifetime of the matter (Principle 4.6).
2. Principle 1.4 states: When you supply or offer your services as a Costs Lawyer, you must not be misleading or inaccurate about the nature or scope of the services you are offering, who will be legally responsible for undertaking them, the extent to which they are covered by regulation and insurance, the terms on which they will be supplied or the basis on which they will be charged.
3. As part of its supervision activities, the CLSB undertakes a random audit of pre-contractual information including websites, and terms and conditions, and where sufficient information is not available online, examples of how key information about the service and price is provided.
4. To carry out the audit, we assess against the criteria in the checklist below. This is based on the guidance notes on Dealing with Consumers and on Price Transparency (through websites and other promotional material) in the [Costs Lawyer Handbook](#). For more information on each of the requirements listed below please refer to this guidance.
5. The CLSB will work with you to help you put compliant information in place. Please do not hesitate to contact the CLSB (enquiries@clsb.info) if you need support or advice during this audit process.

B. Audit checklist

Name and CL number of Costs Lawyer		
Name of organisation (if relevant)		
Section A: Requirements		Complies?
1	All marketing materials on websites and contractual terms must be transparent - avoid excessive technical language and be intelligible to a layperson.	
2	Marketing materials on websites must explicitly distinguish between CLSB-regulated individuals and non-regulated staff.	
3	Staff profiles in marketing materials on websites or descriptions of the person handling the case must clearly state specific experience levels and formal qualifications.	
4	The consumer must be given key information about the stages of the service and likely timeframe.	
5	The consumer must be given the total price for the services or where the total price is not known at the outset, how the price will be calculated together with a genuine estimate of the likely total cost to the consumer. Published fees or estimates must clearly define what is included and what constitutes an additional cost and must be clear about whether they are inclusive or exclusive of VAT.	
6	Likely disbursements must be listed alongside cost information with estimated ranges where exact costs are unknown.	
7	Conditional Fee Agreements (CFAs) must clearly outline the circumstances in which a client may be liable for costs.	
8	Contractual terms must be prominently displayed (e.g., header, main menu) in any materials and not buried in the footer.	
9	Contractual terms must include the legal entity name, trading name, postal address, and direct phone number.	
10	Contractual terms must explicitly include the right to cancel.	
11	Contractual terms must explicitly include details of the complaints handling procedure and right to complain to the Legal Ombudsman.	

Section B: Comments or commentary on areas of non-compliance	
12	

C. Next steps

1. Please revise your information as soon as possible, in liaison with others in your organisation where necessary, to address any areas of non-compliance identified above.
2. Submit those revisions to the CLSB by the deadline advised. Ensure the changes are communicated to and used by all Costs Lawyers in your organisation
3. Please note that a failure to cooperate with this audit or to otherwise meet your regulatory obligations could result in [disciplinary action](#) being taken.

Please contact the CLSB enquires@clsb.info if you have any queries or need support or further guidance.

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