

## 1. Service Commitment

- Service standards
  - Following our initial consideration of the documents RR&CO shall advise the client of our estimate of costs of pursuing the matter and we shall update the client as and when events or changes occur, similarly we shall keep the client fully informed of the likely timescale involved;
  - RR&CO shall keep the client regularly informed of progress and developments in this matter, this shall include seeking approval for service of court/arbitration documents in good time and the provision of regular and timely updates on inter-solicitor correspondence. Copies of significant benchmark documents such as witness statements and expert reports shall be reported and copied to clients. If there are periods of inactivity within the legal proceedings such as waiting upon opponents, the court or arbitration tribunal then this shall also be reported to clients at a one/two/three month interval pattern;
- Responsibilities
  - RR&CO shall advise the client of the firm's responsibilities for example, to review the matter regularly and advise of any changes in the law, circumstances or risk which could affect the outcome;
  - RR&CO shall advise the client of the solicitors responsibilities of having a primary duty to the Supreme Court of Judicature;
  - RR&CO shall set out the responsibilities of the client including the requirement to sign statements of truth, attendance at mediation and court/arbitration, and to give clear and prompt instructions.
- Hours of business
  - RR&CO's office reception is open Monday to Friday 08:30 to 18:00 hrs
  - Telephone contact number for evenings and weekends: +44 (0) 1491 411653
  - Emails are checked regularly both evening and weekends: law@rrco.co.uk
- Complaints
  - If you have any complaints in relation to our standard of service or our invoice for such service, please contact Mr. R. H. Ridley the designated Complaints Officer. In the first instance our Complaints Officer will endeavour to resolve the complaint internally. If this proves unsuccessful the next stage is mediation before an independent CEDR accredited solicitor nominated by this firm. Please contact us if you would like a full copy of the complaints procedure.

## 2. Technical Consultants & Counsel

- Should this matter require the use of technical consultants/casualty investigators/surveyors/counsel/overseas lawyers etc. as members of the Litigation Team, their identity and appointment must first be suggested or approved by clients prior to RR&CO seeking to engage them on behalf of clients, RR&CO seeking the most economic hourly/day rates, brief fees and refreshers.
- RR&CO shall be responsible to fully instruct all such members of the Litigation Team and shall ensure that such members are managed cost effectively to ensure efficient and economic handling of the matter.
- RR&CO shall act as a conduit for the submission of such third party invoices for payment direct by clients. RR&CO shall co-ordinate the periodic collection of such third party invoices and prior to forwarding to clients, shall ensure that the invoiced sums are fair and reasonable for the work carried out on behalf of clients. RR&CO reserve the right to settle certain third party invoices directly in advance of payment by clients such paid costs will later form part of RR&CO's own invoice without uplift.
- RR&CO confirm that there is no system of *introductions for gain* nor *referrals for profit* in place with RR&CO and any other third party or introducer, technical consultants/casualty investigators/surveyors/counsel/overseas lawyers etc. RR&CO's recommendations are therefore entirely free of influence and based solely upon merit.

## 3. Money Laundering

- RR&CO does not deal with money and property on behalf of their clients and does not hold or receive Clients Money or Controlled Trust Money or operate a Clients Own Account (in any form). The only circumstances upon which clients may transfer or pay money to RR&CO is in settlement of a RR&CO invoice for fee earners time and paid disbursements.
- RR&CO shall ensure that any payment coming to clients from opponents whether of principal or an award of costs arising by way of settlement, judgement debt or in accordance with an award in arbitration shall be made directly from opponent's bank account to client's bank account.
- Solicitors are under a professional and legal obligation to keep the affairs of the client confidential. This obligation, however, is subject to a statutory exception: recent legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the Serious Organised Crime Agency. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a money laundering disclosure. RR&CO's policy is not to accept cash in any currency from clients.

## 4. Data protection

- Clients are assured that client information shall be protected in accordance with the Data Protection Act 1998.

## 5. Financial services to a client

- RR&CO does not give tax advice, is not authorised by the Financial Services Authority (FSA) to conduct investment business, is not on the FSA's Exempt Professional Firm's register and does not therefore conduct insurance mediation activities.

## 6. Equality and Diversity

- RR&CO is committed to promoting equality and diversity in all of its dealings with clients, third parties, consultants and employees and is required to produce a written equality and diversity policy. Please contact us if you would like a copy.

## 7. Termination of Instructions

- Clients may terminate these instructions at any time nominating an alternative firm to continue with the matter; RR&CO may terminate these instructions on giving reasonable notice but only if RR&CO have good cause, such as non-payment of bills, disbursements or VAT in all circumstances RR&CO may exercise their Solicitors lien in respect of unpaid charges.

## 8. Storage of documents

- From completion of the matter RR&CO will retain the file for a period of two years, thereafter the papers will be destroyed.

## 9. Professional Indemnity Insurance

- RR&CO have in place professional indemnity (PI) insurance with a qualifying insurer, namely the Zurich Insurance plc. This PI insurance carries a limit of indemnity of £2,000,000.00. Additional coverage can be arranged as may be required.

## 10. Acceptance of these terms

- Whilst the client is invited to sign and return a copy of these terms and conditions, if the client does not and in the event the client continues to instruct this firm then such continued instructions will amount to acceptance of these terms and conditions.