
CLIENT CARE and TERMS OF BUSINESS

ROSE DUNN AND ROSE & DUNN

Date:

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Thank you for your instructions to act in this matter.

1. Firm details

Rose & Dunn is a trading name of

Registered office: 64 High Street , Runcorn, Cheshire, WA7 1AW

Telephone: 01928 572030 **Fax:** 08704954998

Web site: www.rosedunn.co.uk

Value Added Tax (VAT) number: 834478796

Solicitors Regulation Authority (SRA) number: 40492

Email: info@rosedunn.co.uk

Ref: DJR:999999

Our normal office hours are between 9 am and 5 pm Monday to Friday.

2. Contact details

David Rose will be handling the day-to-day questions that arise in connection with your matter and will be assisted by other members of our support team. A partner of the firm will be supervising the matter.

3. Scope of work

The work that we will undertake for you will include:

[police investigation - no charges]

To advise and represent you in relation to all aspects of an investigation into alleged offences involving you, including: obtaining your instructions; attending upon, liaising and communicating on your behalf with the police as reasonably necessary; applying for and negotiating the conditions of any police and/or court bail; advising upon any proposed non-charge outcomes or the available and appropriate plea/s to any charge/s; explaining and advising upon all applicable legislation and procedure.

AND/OR

[not-guilty plea]

To advise and represent you in the defence of the charge/s against you, including: obtaining instructions; all necessary court appearances, considering and advising upon prosecution papers and any other evidence; attending upon, liaising and communicating on your behalf with the police and the Crown Prosecution Service as reasonably necessary; applying for and negotiating the conditions of any bail; contacting, liaising with and taking statements from all defence witnesses; explaining and advising upon all applicable legislation and procedure, including as to the merit and grounds for any possible appeal.

If required: briefing and instructing counsel if agreed.

AND/OR

[guilty plea]

To advise and represent you in a plea of guilty to the charge/s against you, including: obtaining your instructions; all necessary court appearances, considering and advising upon prosecution papers and any other evidence; attending upon, liaising and communicating on your behalf with the police and the Crown Prosecution Service as reasonably necessary; applying for and negotiating the conditions of any bail; advising upon, preparing and making appropriate submissions on sentence; advising upon, preparing and presenting any appropriate evidence in support of mitigation; contacting, liaising with and obtaining references/statements reports from any witnesses; explaining and advising upon all applicable legislation and procedure, including the nature and effect of any sentence and as to the merit and grounds for any possible appeal.

If required: briefing and instructing counsel if agreed.

4. Legal aid funding

It is possible that legal aid funding is available in this matter.

In order to make an application we will require evidence of your income and expenditure, and details of any government benefits you receive. The application will also require details of family circumstances such as any partner or children currently living with you.

In order to progress the application please ensure this information is made available to us as soon as possible.

It is very important that we provide accurate and detailed information to the Legal Aid Agency, and where necessary, keep it up to date with any changing circumstances. Inaccurate information provided may lead to the cancellation of legal aid funding and potential prosecution.

Automatic legal aid funding

Legal aid applicants aged under 18 or those in receipt of government benefits do not need to pay for the work we do in the magistrates' court or the Crown Court. The relevant benefits are

- Income Support,
- Income-Based Job Seeker's Allowance,
- Universal Credit,
- Guaranteed State Pension Credit and
- Income-related Employment and Support Allowance.

A copy of the National Insurance Number is required in order to confirm the government benefits.

Eligibility considerations

The decision to award legal aid is based on the details of the case, called the Interests of Justice Test, and the financial situation, called the Means Test.

Interests of justice test	<p>This test considers the merits of the case to determine if you qualify for legal aid. Considerations will be based on, for example, any previous convictions, the nature of the offence and the risk of custody.</p> <p>The more serious the charge or possible consequences for you, the more likely the case will qualify for legal aid. Crown Court trials are deemed to automatically satisfy this test.</p>
Means test	<p>The means test considers your financial circumstances including household income, outgoings and expenses, any capital and equity, and any family circumstances.</p>
Financial information	<p>Household disposable income is calculated by making an allowance for any family circumstances such as a partner or children and through the use of a standard amount allowed for bills such as gas, electricity and insurance.</p>

Adjusted income	Magistrates' court	Committal for sentence	Appeal to the Crown Court	Crown Court trial
£12,475 or less	Funded	Funded	Funded	Funded, no income contribution
More than £12,475, less than £22,325	Depends on full means test	Depends on full means test	Possible fee, depends on full means test and outcome of appeal	Possible income contribution, depends on full means test
£22,325 or more	Not funded	Not funded	Depends on full means test and outcome of appeal	Possibly not funded or possible income contribution, depends on full means test
£37,500 or more	Not funded			

Where an income contribution towards legal costs is required the Court will issue a Contribution Order giving details of how much you must pay, and how to make the payments. The first payment will be due within 28 days of the case being committed, sent or transferred for trial. The payments will be collected by a private company on behalf of the Legal Aid Agency.

If you are found guilty in the Crown Court

If you are found guilty in the Crown Court and hold £30,000 or more of assets, for example in savings, equity in property, shares or premium bonds, you may be required to contribute towards your defence costs.

The Legal Aid Agency will determine if a contribution is required once the case has ended and the legal costs finalised. If a contribution is required, the Collection and Enforcement Agency for the Legal Aid Agency will contact you with the amount payable.

If legal aid funding is denied

If legal aid funding is denied and you think a mistake has been made, or you don't think you can afford to pay privately, we can ask for a review of the legal aid assessment.

5. Our service to you

We are committed to promoting equality and diversity in our dealings with clients, third parties and employees.

We will:

- (a) Communicate in plain language;
- (b) Explain the legal work required as the matter progresses;

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- (c) Provide regular updates on the legal aid position and progress of the matter;
 - (d) Provide updates on whether the likely outcomes still justify the likely costs and risks associated with the matter whenever there is a material change in circumstances;
 - (e) Advise you of any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of the matter;
 - (f) Notify you of any changes in the law which may affect the progress or likely outcome of the matter;
 - (g) Continue to review whether the matter can be funded using alternative methods;
 - (h) Respond to your queries promptly; and
 - (i) Deal with all information in accordance with our legal obligations under the Data Protection Act 2018.

We ask that you please:

- (a) Provide us with clear, timely and accurate instructions;
- (b) Keep us updated with information relevant to the matter;
- (c) Provide the relevant documents we need in a timely manner;
- (d) Attend all scheduled appointments on time;
- (e) Let us know of any change in your contact details; and
- (f) Respond to our queries and requests promptly.

6. Communications between us

We will communicate with you by email, telephone and letter. If you have a preferred method of communication, please let us know.

All emails received will undergo a virus check. Unless you withdraw consent, we will communicate with others when appropriate by email or fax, but we cannot be responsible for the security of correspondence and documents sent by email or fax.

We do not accept service of documents by email.

7. Joint instructions

If you instruct us to act not only on your behalf but also on behalf of another person or persons in relation to the same matter — for instance, husband and wife, family members or business partners — we are thereby authorised to act upon instructions received from any one on the assumption that they have authority to give instructions on behalf of all of them. However, prior to accepting initial instructions, the identity of each client must be confirmed.

8. Conflicts of interest

We will not normally act for two or more clients in the same matter where an actual or potential conflict of interest exists between those clients. We may act for two or more clients in the same matter if a substantially common interest exists and we have explained the relevant issues and risks to each client, who have subsequently given informed consent to us acting for all of them, and we are satisfied that it is reasonable

for us to do so and it is in the best interests of all clients and we are satisfied that the benefit outweighs the risks.

In any such case no individual within the firm will act for or be responsible for the supervision of work done for more than one of the clients. Appropriate safeguards will be in place to ensure each clients' confidential information is protected. If for any reason we subsequently cease acting for one of the clients they will be required to pay the costs and disbursements incurred on their behalf up to that point.

9. Limitation of liability

We do not accept liability for any loss or damage caused by negligence, non-performance or breach of duty to a value in excess of £ million unless we have made a special arrangement with you at the outset of your matter.

No member or employee of our firm will be liable to you for breach of contract or negligence in their personal capacity.

Other than in respect of liability arising from fraud, personal injury or death, we do not accept liability for claims received more than 12 months from the conclusion of our work or, if not apparent within that time, more than 6 months after it becomes apparent.

Your statutory rights remain unaffected.

10. Complaints

We are committed to high quality legal advice and client care. If you are unhappy about any aspect of the service or about the bill, please contact David Rose so that we can do our best to resolve the problem. If you still have queries or concerns, please contact David Rose who is the Client Care Partner to whom any final issues can be reported.

We are regulated by the Solicitors Regulation Authority and complaints and redress mechanisms are provided through the Solicitors Regulation Authority and the Legal Ombudsman.

All firms of solicitors are obliged to attempt to resolve problems that clients may have with the service provided. It is therefore important that you immediately raise your concerns with us.

If we are unable to resolve any such concerns to your satisfaction within eight weeks you are entitled to make a complaint to the Legal Ombudsman - www.legalombudsman.org.uk - PO Box 6806 Wolverhampton WV1 9WJ.

The Legal Ombudsman investigates complaints about legal services. Normally complaints need to be made to the Legal Ombudsman within six months of receiving our final written response to your complaint.

Complaints about a client's rights under the General Data Protection Regulation must be submitted to the Information Commissioner's Office – ico.org.uk.

Any disputes or legal issues arising from our Client Care and Terms of Business will be determined by the law of England and Wales and considered exclusively by the English and Welsh courts.

11. Anti-money laundering procedures

In accordance with the Proceeds of Crime Act 2002 law firms are obliged to obtain certain information to establish the correct identity and address of clients. In certain circumstances we may be under an obligation to submit a report to the authorities if we have reason to suspect offences concerned with money laundering may have been committed or might be committed.

By accepting this Client Care and Terms of Business you accept that we are entitled to require you to produce appropriate evidence of your identity and address, that we may submit reports to the relevant authorities concerning your business and that we shall not be liable in any circumstance for any losses which you might incur as a consequence of any such steps which we might properly take in pursuance of our statutory obligations under anti money laundering legislation.

In carrying out our statutory obligations we may incur certain expenses in order to verify the identity of a client to the satisfaction of the authorities, for example, company search fees. If we incur any such expenses in the course of acting on your behalf or in verifying your identity as an individual or your company's identity, we reserve the right to recover those expenses in addition to other costs and disbursements mentioned above.

Acceptable identification documents

Acceptable evidence of personal identity includes:

- Current valid passport with a UK residence permit if appropriate;
- EU member state identity card;
- Current EU or UK photocard driving licence; or
- Armed Forces ID card.

Evidence of address can be determined by:

- Confirmation from the electoral register;
- Recent utility bill, bank statement or mortgage statement with the current address;
- Local authority rates or council tax bill;
- Current UK driving licence, but only if not used as evidence of personal identity; or
- Local council rent card or tenancy agreement.

12. Data protection and General Data Protection Regulations privacy notice

We use the information that you provide to us primarily for the provision of legal services to you and for related purposes including:

- (a) Updating and enhancing client records;
- (b) Analysis to help us manage our practice;
- (c) Statutory returns; and
- (d) Legal and regulatory compliance.

Our use of that information is subject to your instructions, the Data Protection Act 2018, the General Data Protection Regulation, and our duty of confidentiality.

The Data Protection Act 2018 requires us to advise you that your particulars are held on our database and from time to time we may use these details to send you information which we think might be of interest. If you do not wish to receive that information, please notify our office in writing. We do not make such information available to any other provider of products or services.

If you are an individual, you have the right under the Data Protection Act 2018 to obtain information from us, including a description of the data that we hold about you. Should you have any queries concerning this right please contact our data protection officer, .

Handling your personal data

We confirm the following:

- The fee earner handling your matter, their secretary and any legal assistant within the firm may handle your data.
- Your personal data will remain confidential.
- Your personal data will be used to carry out an identification check as is usual in this type of transaction, to make contact with you for the duration of the matter and to ensure that funds are sent or received to facilitate the transaction.
- The processing of your personal data is necessary for the purposes of the legitimate interests pursued by the firm or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of an individual which require protection of personal data, in particular where the individual about whom data is held is a child.
- It may be necessary to provide third parties with your data to effect the transaction namely other firms of solicitors, search providers, government departments including HM Revenue & Customs, the Land Registry and IT service suppliers.

Fair and transparent processing

We confirm the following:

- Your personal data will not be retained for any longer than is necessary to fulfil the firm's statutory obligations.
- Upon signing the client care documentation provided to you at the outset of the matter you will be confirming that the contract which exists between us gives us the right to process your data in relevant and applicable ways.
- You have right to request from the firm access to and rectification or erasure of personal data or restriction of processing concerning your personal data.
- You have the right to object to processing.
- You have the right to data portability.

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- You have the right to contact the Information Commissioners Office in relation to any concerns you may have with regard to the processing of your personal data.

By accepting this Client Care and Terms of Business you agree to provide and consent to the use of your personal data accordingly.

13. Confidentiality and disclosure

We must observe a general duty of confidentiality.

Subject to data protection legislation and our duty of confidentiality we may share your personal data with:

- (a) Third parties and other persons who help us provide our products and services;
- (b) Companies and other persons providing services to us;
- (c) Our legal and other professional advisors, including our auditors in the conduct of audit or quality checks on our practice;
- (d) Fraud prevention agencies, reference agencies, and debt collection agencies during your service management;
- (e) Government bodies and agencies in the UK and overseas;
- (f) Courts to comply with legal requirements, and for the administration of justice;
- (g) To other parties connected with your matters; and
- (h) Anyone else with your consent or as required by law.

Circumstances where it may be necessary for our firm to disclose information about you other than as a result of the normal conduct of your matter include:

- (a) In an emergency or to otherwise protect your vital interests;
- (b) To protect the security or integrity of our business operations;

External firms or organisations are required to maintain confidentiality in relation to your files.

We use cloud storage for client files. Our cloud software provider is LEAP. LEAP's cloud infrastructure is provided and maintained by industry leading cloud-platform provider Amazon Web Services. Amazon Web Services demonstrates a commitment to information security at every level of the organisation and complies with internationally recognised standards, the EU Data Protection Directive, the General Data Protection Regulation and the Data Protection Act 2018.

14. Monitoring communications

We will monitor and maintain on file, be it paper, electronic or both, records of our calls, letters, emails, text messages, social media messages and other communications in relation to your dealings with us. We will do this for regulatory compliance, self-regulatory practices, crime prevention and detection, to protect the security of our communications systems and procedures, for quality control and staff training, and in preparation for circumstances where a record of what has been said becomes necessary.

15. Storage of documents

After completing the work, we will be entitled to keep all of your papers and documents while there is still money owed to us for costs and disbursements.

We will keep our file for up to six years, except those papers that you ask to be returned to you. We keep files on the understanding that we can destroy them six years after the date of the final bill. We will not destroy documents you ask us to deposit in safe custody.

We do not normally make a charge for retrieving stored documents in response to continuing or new instructions to act for you. However, in other cases we will charge based on the time we spend on retrieving requested documents.

16. Professional indemnity insurance

We carry professional indemnity insurance in accordance with statutory requirements. Our professional indemnity insurer is _____ and we are insured through _____. Our professional indemnity insurance cover does not extend to damages or other monetary awards, judgments or negotiated settlements or claims made or suit brought before any arbitrator, tribunal or court in the following countries: _____.

17. Distance selling – The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

If we have not met you either in person, because, for example, instructions and signing of the contract documentation is taking place by telephone, mail, email or on-line – by way of a ‘distance’ contract – or we have taken instructions and a contract has been concluded away from our business premises, because, for example, we have met with you at home – by way of an ‘off-premises’ contract, and the contract was entered into on or after 14 June 2014, you have the right to cancel this contract within 14 calendar days of entering into the contract without giving any reason. The cancellation period will expire after 14 calendar days from the day of the conclusion of the contract.

To exercise your right to cancel, you must inform us of your decision to cancel this contract by a clear statement, for example, a letter sent by post, fax or email. You may use the model cancellation form on our website but this is not obligatory. We will acknowledge receipt of such a cancellation on a durable medium, for example by email, without delay. To meet the cancellation deadline, you must send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Should you require the work to be commenced within the 14 calendar day cancellation period, you must provide your agreement to that in writing, by email, post or fax to enable us to do so. By signing and returning one copy of this document, you are confirming that we can begin work immediately. Where you have provided your consent for work to commence within the 14 calendar day cancellation period and you later exercise your right to cancel, you will be liable for any costs, VAT and disbursements incurred up to the point of cancellation. Unless you make an express request for us to commence work within the 14 day period, we will not be able to undertake any work during that period.

18. Terminating the retainer

You may end your instructions to us in writing at any time, but if legal aid has been granted, any application for a change of solicitor remains subject to the Criminal Legal Aid (Determinations by a Court and Choice of Representative) Regulations 2013 and Criminal Procedure Rule 46.3

Applications for transfers have to be made to the court before which proceedings are to be heard. Please note that if the court chooses to reject a request to transfer a representation order between solicitors there is no right to appeal.

If you require clarification on any of these points please do not hesitate to let us know.

ACCEPTANCE OF RETAINER

I have read this Client Care and Terms of Business and agree to enter into this retainer.

I agree to my details being retained on a computer database and consent to the firm sending legal information and updates to my email address.

[Individual]

SIGNED BY

Name:
Date:

Name:
Date: