

## CLIENT CARE POLICIES

Thank you for instructing us in your case. Under the Solicitors (Client Communication) Practice Regulations 2008, we are obliged to set out in this letter various information about the service that we will provide and what you should do if you are unhappy or concerned about any aspect of your case.

We assisted you under the Police and Criminal Evidence Order prior to, during and after the police interview process and made all the necessary representations to the PSNI. Please be advised that you will not incur any costs in respect of our services as you will be entitled to Green Form assistance under the Legal Aid Scheme, which is non means tested.

Should it be apparent that a conflict of interest has arisen in your case in connection with Bannon Crawford Solicitors representing you, then we shall inform you accordingly and will take the necessary action.

Please note that at all times we will keep your personal information confidential and will not be communicated to any third parties unless they are involved in your case such as Counsel or experts retained on your behalf, in preparation for your defence.

### **1. Time Scale**

It is difficult to predict the time scale of your case since there are a number of factors involved in particular the speed of the PSNI investigation.

### **2. Keeping you Informed and Managing your case**

As your solicitors it is our duty to use our professional skill and expertise to complete your case. We will use our professional judgement to take steps to protect your interests. This means that we will receive letter, e-mails and telephone called which we will be obliged to consider and respond to if it is in your best interests.

We will also have to write and make telephone calls to try to advance your case. We cannot contact you for instructions every time we receive communication or we need to make an enquiry, since this will be unnecessarily increase the costs of your case. We assure you that every effort will be made to keep you informed about the main developments in your case and we will contact you immediately for your instructions if anything unusual or significant occurs. We will also contact you if we receive information that affects our current views, and will seek your instructions and give you a written review on the issues at that point.

If there is any information that might affect your instructions, it is important that you tell us about it as soon as possible. It is useful if you could out this information in writing to us, wither by letter or by e-mail.

### **Money Laundering: Government Rules**

We are required by the Money Laundering Regulations 2007 to verify your identity before we can act or continue to act on your behalf in connection with this matter.

We may have to ask you about the proposed source and flow of any funds that you provide to us, and make such further enquires as are relevant to the transaction. There are circumstances under the Money Laundering Regulations 2007 in which we are required to make a confidential report to the Serious Organised Crime Agency where we know or suspect that a criminal offence has been committed, and we will not accept payments in cash exceeding £500.00.

### **3. How we Handle Data and Records**

It may be necessary for us to retain personal data about you on our files and/or computer records. Examples can include financial information, bank details, sensitive personal data and criminal/medical record and any other reports. In accepting these Terms of Business you confirm that we may receive and hold confidential and/or sensitive personal data in relation to you and that, where appropriate, this may be disclosed to others. If you have a concern about disclosure of any particular sensitive personal or commercial data, please raise this with us at an early stage.

We will communicate with you by the most effective means, but we cannot be responsible for the security of correspondence and documents sent by fax, e-mail or other electronic means. If you have any concerns about the security of any information sent by electronic means, please let us know in order that we can arrange for more secure communication.

When a matter has completed, we will retain our paper file indefinitely, together with an electronic copy of the computer files that have been created on your behalf.

### **4. Termination: Ending the Solicitor – Client Relationship**

You may terminate our engagement on this matter in writing at any time. You will have to pay all outstanding fees and expenses up to the date of termination. We may retain all documents, deeds and other papers until payment of all monies due to us.

We may at some time consider that we ought to stop acting for you, for example, if you did not respond to any requests for information or did not abide by or accept any advice given.

On the termination of the retainer, we will notify all relevant parties accordingly.

### **5. Conflict of Interest**

On occasions we may be asked to act for or advise clients with similar circumstances or goals. In accepting these Terms of Business, you agree that we will not be precluded from acting on behalf of such clients, whether current or future either during the conduct of your purchase or after it has completed, unless there is a clear conflict of interest arising from the specific work that we carry out for you.

### **6. Limitation of Liability**

In no circumstances will we be liable to you for any loss arising out of or in connection with this engagement in contract, tort, statute or otherwise, unless the loss is caused directly as a result of our negligence or default.

In all circumstances the potential total aggregate liability of our firm, whether for breach of contract, tort, including negligence and/or misrepresentation, breach of statutory duty (or otherwise), arising out of or in connection with our engagement will be limited to £3,500. The potential tort aggregate liability of our firm to you arising out of or in connection with our engagement will in addition be limited to the amount that could be met without recourse to the personal assets of any partner.

We shall not be liable for any indirect consequential loss or for loss arising out of any action necessary for us to take to comply with the Money Laundering Regulations 2007.

Where any loss is suffered by you for which we and any other person are jointly and severally liable, the loss recoverable by you from us shall be limited so as to be in proportion to our relative contribution to the overall fault, taking into account that other party's liability. That other party may include you, for example, in a situation of contributory negligence.

If, as a result of any exclusion or limitation of liability agreed by you with any other person the amount which you are able to recover is reduced, then our liability to you will be reduced by an equivalent amount.

We shall not be liable to any third party for any services or advice that we provide to you nor shall we have any liability to you for any services or advice given by any third party whom we instruct on your behalf, for example in relation to legal, financial or other professional advice.

## **7. Jurisdiction**

These Terms of Business are governed by and construed in accordance with the laws of Northern Ireland.

We would ask that you return one signed copy of this Terms of Business Letter as an acknowledgment that you accept these Terms. In the meantime, prior to receiving your acknowledgement or you raising any issues with this letter, any work carried out by us will be deemed to be on the basis of these Terms of Business set out above.

## **8. Concerns and Complaints**

At all times we try to deliver a high quality, client focussed service. If at any time you are worried about how your case is being progressed, please contact the solicitor primarily responsible for dealing with you. If you do not get a satisfactory explanation, then you may invoke our formal complaints procedure. Written details of this are available on request, but in the event that you need to complain, please contact Mark Crawford at the address in this letter, setting out your concerns. He will reply as soon as practicable. We hope that we will be able to resolve your concerns through our internal procedures, however if we do not, our written details of our complaints policy outline what else you can do.

## **9. Appointed Solicitor**

We have notified you of your appointed solicitor for your case. The solicitor may be assisted by other solicitors in the practice from time to time in your case, however, if you wish you may at any stage ask that your case be reviewed by the partner in the firm, Mr Mark Crawford who oversees the Criminal Department.

We have arrangements to ensure continuity of cover in the event of the solicitor's absence cover will be provided by another solicitor or a secretary/paralegal. Tracey Dempsey/Stephen Copeland, will generally have access to your file and will usually be able to answer any query for you.

## **10. Fees**

If the type of work we are doing is covered by Legal Aid and you are financially eligible, we will try to secure Legal Aid to cover our fees on your behalf. If the work is not covered by Legal Aid or you are not financially eligible for Legal Aid, we will conduct work at a rate of £150.00 plus VAT per hour. Please note, however, we will not exceed 2 hours' work plus V.A.T in professional fees without your prior authorisation. Fees and expenses payable in respect of interim invoices are payable within 28 days after the date of the invoice. Any outstanding fees and expenses will be payable on completion of the case. See our attached Terms and Conditions for more details.

In the event that you are not legally aided when your cases concluded and we are holding money on your behalf, we will deduct our fees and expenses from the money due to you and pay the balance.

Solicitor firms are subject to periodic checks by Law Society Assessors. This could mean that your file is selected for checking. All inspections are conducted in confidence. If you prefer to withhold consent, work on your file will not be affected. As very few of our clients do object to this we assume that we do have your consent unless you notify us to the contrary. We will also assume that consent on this occasion will extend to all further matters which we conduct on your behalf. Please contact us if you require further explanation or if you would like me to mark your file as not to be inspected.

We look forward to being of assistance to you and would ask that you do not hesitate to contact me should you have any questions or problems whatsoever.

## **11. Who to Contact**

Mark Crawford will be primarily responsible for dealing with your case. Mr Mark Crawford is the supervising partner in this case. From time to time, other members of staff may deal with some aspects of the work as appropriate, although Mark Crawford will have overall responsibility for the work.

Contacts details for Mark Crawford are as follows:

**Telephone Number:** (028) 9062 8518

**Fax Number:** (028) 9060 5437

**E-mail:** [mark@bcsolicitors.uk.com](mailto:mark@bcsolicitors.uk.com)

***Office hours: Monday to Friday, 9am-5.00pm***

It is important that you keep your contact details up to date. Please therefore notify us of any changes to telephone numbers, e-mail addresses and postal addresses. As a precaution, you should follow up in writing any telephone calls about these changes.

## **11. Acceptance**

**We assume you accept these terms and conditions unless you instruct us to the contrary by return.**

Yours sincerely

***Mark Crawford (managing partner)***