

CRB PROBLEMS LTD - TERMS OF BUSINESS

1. INTRODUCTION

Where instructions are taken in new matters, a letter will be issued to the client enclosing this document and detailing any special terms.

2. RESPONSIBILITY

The letter accompanying these Terms will confirm who is dealing with the relevant matter.

3. SERVICE

We will always update you when any progress is made on your matter. We will communicate with you in plain language. We will explain to you the work required as your matter progresses. We will update you on the likely timescales for each stage of this matter and any important changes in those estimates.

4. OUR RESPONSIBILITIES

We will review your matter regularly. We will advise you of any relevant changes in the law. We will advise you of any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of your matter.

5. YOUR RESPONSIBILITIES

You will provide us with clear, timely and accurate instructions. You will provide all documentation required to complete the matter in a timely manner. You will safeguard any documents which are likely to be required for discovery.

6. HOURS OF BUSINESS

Our opening hours are Monday to Friday 9.00am to 5.00pm. We are closed on bank holidays and during the period between Christmas and New Year.

7. FEES

Our services are provided by way of a range of different funding arrangements. The way your case is to be funded will be clearly set out in the letter accompanying these Terms of Business.

8. ESTIMATED OR QUOTED FEES

Should any unanticipated matter arise so as to affect our quoted fee, you will be notified before any additional cost is incurred. If, for any reason the matter is not completed then you will be contacted, the matter explained in detail and your agreement obtained before any further costs are incurred.

9. DISBURSEMENTS

Disbursements are payments made by this firm to other parties or persons on behalf of clients. Some are subject to VAT. These will appear on the firm's invoices, or payment may be requested separately. Unless we notify you otherwise, the firm will require payment on account prior to or immediately after incurring certain disbursements copies of police files or tape recordings, or a former solicitors file of papers etc, and is under no obligation to effect payment unless put in funds to do so.

10. PAYMENT TERMS

Unless otherwise agreed, invoices are due for payment within 30 days and your attention to this would be appreciated. Interest on overdue invoices may be charged at the rate payable on judgement debts from 30 days after delivery of our bill. CRB Problems Ltd reserves the right to suspend work on any case where any monies are due to them.

11. EQUALITY AND DIVERSITY

CRB Problems Ltd is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

12. DATA PROTECTION

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

- updating and enhancing client records
- analysis to help us manage our practice
- statutory returns
- legal and regulatory compliance

Our use of that information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers. You have a right of access under data protection legislation to the personal data that we hold about you.

We may from time to time send you information which we think might be of interest to you. If you do not wish to receive that information please notify our office in writing.

13. OUTSOURCING

Sometimes we ask other companies or people to do typing or photocopying on our files to ensure this is done promptly. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible.

14. LIMITATION OF LIABILITY

We restrict liability to you for any losses or damages caused by negligence or wilful default on our part to £1,000,000. We do not accept liability for losses arising from the provision of false, misleading or incorrect or incomplete instructions, information and documentation or due to the acts or omissions of any persons not employed by CRB Problems Ltd, including agents instructed to act on your behalf. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities.

We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence. Please ask if you would like us to explain any of the terms above.

15. APPLICABLE LAW

Any dispute or legal issue arising from our terms of business will be determined by the law of England and Wales, and considered exclusively by the English and Welsh courts.

16. TERMINATING THE RETAINER

You may end your instructions to us in writing at any time, but we can keep all your papers and documents while there is still money owed to us for fees and expenses.

We may decide to stop acting for you only with good reason, e.g. if you do not pay an interim bill or there is a conflict of interest. We must give you reasonable notice that we will stop acting for you.

If you or we decide that we should stop acting for you, you will pay our charges up until that point. These are calculated on an hourly basis plus expenses as set out in these terms and conditions.

17. MONEY LAUNDERING/CASH RECEIPTS

We are required to get satisfactory evidence of the identity of their clients and sometimes people related to them. This is because firms who deal with money and property on behalf of their client can be used by criminals wanting to launder money.

To comply with this please provide evidence of your identity. If so we will notify you of this in the letter accompanying these terms. In these circumstances, we are required to have sight of one form of identification and one form of proof of address. The identification should be either the original of your passport or photo driving licence, together with a recent utility or Council Tax bill (less than 3 months old but not a mobile phone bill).

If you are unable to attend our offices with the original please provide us with a copy certified by either a solicitor or your bank.

If you cannot provide us with the specific identification requested, please contact us as soon as possible to discuss other ways to verify your identity.

We are professionally and legally obliged to keep your affairs confidential. However, we may be required by Statute to make a disclosure to the Serious Organised Crime Agency where they know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.

Our practice's policy is not to accept cash from clients. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds.

Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

18. PROFESSIONAL INDEMNITY INSURANCE

We maintain Professional Indemnity Insurance, and if required will provide clients with contact details and details of territorial coverage of this insurance policy. Should you require this information from us please make a request in writing.

CRB PROBLEMS LTD - TERMS OF BUSINESS

19. EXTENT OF RETAINER

(a) All applications will be approved in writing by clients following detailed consultation with them. The decision to grant any application or review however, remains at the discretion of the relevant Police Authority and for that reason no guarantees can be given as to the outcome.

(b) In the event of the Police Authority agreeing to remove a Caution, it will be removed permanently from the clients record.

(c) Applications to review Criminal Records Bureau Enhanced Disclosure however, are limited to a review of the Enhanced Disclosure revealed on a specified CRB Certificate. If successful a clear replacement certificate should then be issued. However, the protective nature of the Criminal Records Bureau procedure is such that on each subsequent CRB check, the Criminal Records Bureau (CRB) retains a discretion to review matters anew. By way of example a subsequent application may involve higher risks to the public or the allegation against a client may be more relevant for a new job than one previously applied for. Likewise, if subsequent allegations are made against a client after a review has been made, a subsequent CRB check may then include not only the new allegation but revive the old allegation.

(d) In the event of the CRB reinstating Enhanced Disclosure which has been reviewed and removed, CRB Problems Ltd will at any subsequent time provide former clients with free advice upon any such disclosure. In the event of such reinstatement of previously removed Enhanced Disclosure and where the subsequent certificate relates to an identical job to that where Enhanced Disclosure was removed, CRB Problems Ltd will carry out a subsequent review at no additional cost to the former client.

(e) In the event of subsequent reinstatement of Enhanced Disclosure where a former client is applying for a different job or where further allegations have been made in the interim, CRB Problems Ltd are not obliged to carry out any subsequent review but will advise former clients as to their prospects at that time and on those changed circumstances.

(f) The High Court can ultimately review any decision by the Police with regard to either a Caution or Enhanced Disclosure. The High Court cannot Order the Police to remove any record but merely to reconsider any decision in the light of existing Court or Statutory guidelines and/or procedures.

(g) CRB Problems Ltd are not a firm of Solicitors so as to deal with such Judicial Reviews but can refer you to legal firms which deal with such matters and/or will liaise with your own solicitors if necessary to make such an application.

We will then call you to discuss and try and resolve your complaint and if required confirm that in writing. This will be done within 14 days of the acknowledgement unless the fee earner in question is at that time away from the office due to illness or holiday and when you will be advised in the interim of the reason for any delay and a time when a substantive response will be made.

20. STORAGE OF PAPERS

After completing the work, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses. We will retain your file of papers for six years, except for those papers you ask to be returned to you. The files will then be destroyed confidentially.

Where stored papers are retrieved from storage in connection with continuing or new instructions to this firm to act in connection with the client's affairs; normally no charge will be made for such retrieval. However, this firm reserves the right to make a £25 administration charge for retrieval of your papers. This covers the fees charged to us by our storage company, time spent by our staff in processing the request and reasonable postage costs. Papers will be sent out by standard delivery. Should you require secure delivery, or if the papers weigh over 4kg, we reserve the right to charge you for the additional postage costs, or ask you to make alternative arrangements for collection.

21. DISTANCE SELLING

If we have not met with you the Consumer Protection (Distance Selling) Regulations 2000 will apply to this file. This means you have the right to cancel your instructions to us within seven working days of receiving this letter. You can cancel your instructions by contacting us by post or by fax to this office. Once we have started work on your file, you may be charged if you then cancel your instructions. If you would like us to commence work on your file within the next seven working days, please sign these terms and conditions and return it to this office by post or fax.

22. COMPLAINTS

All complaints will be acknowledged within 4 days of receipt by us. All complaints will be reviewed by the relevant fee earner and a Director of the company.