

**COLLINS SOLICITORS**  
**TERMS OF BUSINESS**

**\*\*\*INJECTED BLOOD INQUIRY\*\*\***

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**COLLINS SOLICITORS**  
**TERMS AND CONDITIONS OF BUSINESS**

**FOR USE ONLY ON WORK RELATING TO THE INFECTED BLOOD INQUIRY**

**1. People responsible for your work**

The name and status of the person mainly responsible for this matter will be named in the letter accompanying these terms. They may be assisted by others as the matter progresses.

The Partner of this firm, with ultimate responsibility for our work for you is also named in the letter.

We try hard to avoid changing the people who are handling your work but if this cannot be avoided, we will notify you promptly who will be handling your matter (and why the change was necessary)

**2. Hours of Business**

Our normal hours of business are 8.45 am to 5.30 pm Monday to Friday inclusive.

**3. Charges and expenses**

**This information is available on the Infected Blood Inquiry website**

[www.infectedbloodinquiry.org.uk](http://www.infectedbloodinquiry.org.uk)

**4. Billing arrangements**

**Please note that all work effected by us for Core Participants in the Inquiry will be billed to the Inquiry and no bills will be rendered to individual Core Participants**

**5. Payment of Interest**

Not Applicable

**6. Other party's charges and expenses**

Not Applicable

**7. Money Laundering and Terrorist Financing Legislation**

The activities of this firm are regulated by Money Laundering Legislation. Arising out of this, in circumstances where there is a knowledge or a reasonable suspicion of money laundering activity on the part of either a client of this firm or another party to any proposed or actual

proceedings or transactions, a report will be made by the relevant member of staff to our internal Money Laundering Regulation Officer (the MLRO) who will upon receipt of such a report, if appropriate, submit a detailed report to the National Crime Agency (NCA). In the event that such a report has been submitted, no further work will be carried out by this firm until such time as we are permitted to do so by operation of law. Under present legislation we are not allowed to advise you that any such report has been made, either to our MLRO or to the NCA.

## **8. Incidental Investment Business**

Sometimes conveyancing/family/probate/company work involves investments. We are not authorised by the Financial Conduct Authority and so may refer you to someone who is authorised to provide any necessary advice. However, we can provide certain limited services in relation to investments, provided they are closely linked with the legal services we are providing to you, as we are regulated by the Solicitors Regulation Authority.

If you have any problem with the service we have provided for you then please let us know. We will try to resolve any problem quickly and operate an internal complaints handling system to help us to resolve the problem between us, then the Solicitors Regulation Authority and the Legal Ombudsman provide complaints and redress mechanisms.

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000 but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Ombudsman is the independent complaints handling body of the Legal Services Board.

## **9. Insurance Mediation**

This firm is not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at [www.fca.org.uk](http://www.fca.org.uk)

## **10. Storage of papers and documents**

We will keep our file of papers (except for any of your papers which you ask to be returned for you) for no more than 7 years. We will retain the file on the understanding that we have the authority to destroy it 7 years after the date of the final instruction in this matter. We will not destroy documents you ask us to deposit in safe custody.

In addition to paper copy we use Cloud Computing to store client files. If you object to this please inform us in writing

## **11. Termination**

You may terminate your instructions to us in writing at any time.

In some circumstances, we may consider we ought to stop acting for you, for example, if you cannot give clear or proper instructions on how we are to proceed, or if it is clear that you have lost confidence in how we are carrying out your work.

We may decide to stop acting for you only with good reason. We must give you reasonable notice that we will stop acting for you.

## **12. Lexcel Quality Standard and Professional Indemnity Insurance notification**

We are committed to delivering excellent service to all our clients. To help us achieve this, we have obtained the Law Society's quality standard, Lexcel. During their audit, your file may be selected at random as part of an inspection of our procedures. Before the assessors can inspect your file, you must give consent for them to do so. Whilst the assessors are bound by strict confidentiality, you may refuse consent without giving a reason.

In addition, if the Firm is required to make a notification of circumstances and/or claim under its PII policy information about you and your matter may be seen by the insurer

In both cases you may give your consent and you may withdraw it at a later date if you wish. We may also refuse or withdraw consent to inspection on your behalf if we feel it would be in your best interest to do so. In any event, your consent or refusal will not affect in any way, how your matter is dealt with. By signing and returning the copy of this letter you will be giving your consent to a Lexcel and PII inspection.

## **13. Provision of Service Regulations 2009**

We comply with the above regulations as follows:

- a) We carry the required indemnity insurance cover for a firm of our type and for the service we provide. The cover is provided by QBE Insurance (Europe) Ltd ([www.qbeurope.com](http://www.qbeurope.com)). The coverage is worldwide. Further details are available on request.
- b) We are a VAT registered business. Our VAT number is 653 3264 44.
- c) We comply with the rules and guidance imposed by our regulator the Solicitors Regulatory Authority. The Authority can be found at [www.sra.org.uk](http://www.sra.org.uk) and the rules can be found at [www.sra.org.uk/rules](http://www.sra.org.uk/rules)
- d) We have an internal complaints handling procedure, see 22 below. Full details are available on request.

## **14. Cancellation of Contracts**

Where contracts are made in the consumers home or place of work you have the option to cancel your instructions and therefore the contract made between us. You must do this in writing within 14 days of us taking your instructions in your home or at your place of work.

## **15. Equality & Diversity**

We are committed to promoting equality and diversity in all our dealing with clients, their parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

## **16. 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 and legal and regulatory compliance.

Our use of that information is subject to your instructions, the Data Protection Act 2018, the General Data Protection Regulations and, our duty of confidentiality. Our use of that information is subject to your instructions, our duty of confidentiality and the relevant data protection legislation. Should you need it the Information Commissioner's Office can be found at [www.ico.org.uk](http://www.ico.org.uk). Please note that our work for you may require us to give information to third parties subject as expert witnesses and other professional advisers. That definition includes the services of a Cost Draftsman. You have a right of access under data protection legislation to the personal data that we hold about you.

We will ask you at the outset of your matter whether we may from time to time send you information which we think might be of interest to you and will not do so unless you consent.

We will provide further details of how we handle data and our data protection officer in the privacy notice we give you at the outset of your matter, and which is available on our website.

## **17. Outsourcing of Work**

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

## **18. Limiting Liability**

Our liability for breach of your instructions shall be limited to £2,000,000 or such other higher amount as expressly set out in the letter accompanying these Terms of Business. 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 opportunity. These limitations apply only to the extent that they are permitted by law. In particular they do not apply to any liability for death or personal injury caused by negligence.

## **19. Client Due Diligence**

The law requires solicitors to get satisfactory evidence of the identity of their clients and sometimes people related to them. This is because solicitors who deal with money and property on behalf of their clients can be used by criminals wanting to launder money.

To comply with the law we need to get evidence of your identity as soon as possible. Our practice is to obtain photographic identity and copies of household utility bills.

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.

## **20. Mortgage Fraud**

Not Applicable

## **21. Distance Selling**

If we have not met you so the Consumer Contracts Regulations 2013 apply this will mean that you have the right to cancel your instructions to us within 14 days of receiving this letter. You can cancel your instructions by contacting us by post or by fax to this office.

Please sign these Terms and Conditions, endorse the Terms and Conditions with confirmation that you wish us to “commence work now” and return it to this office by post or fax.

## **22. Complaints**

Should you be dissatisfied about any aspect of the service we provide to you, including the amount of any bill, please raise your dissatisfaction with the partner responsible for your matter. If he/she is unable to resolve the matter or, alternatively, you would like to raise your dissatisfaction with someone else, please contact our client care partner, Danielle Holliday.

Our policy is to resolve any complaint as quickly as we can. A copy of our written complaints handling policy is available at any time upon request.

If you are dissatisfied with the way in which we have handled your complaint you may be able to ask the Legal Ombudsman to consider it.

The Legal Ombudsman can be contacted by telephone on 0300 555 0333 or by email at [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk) or by post at PO Box 6806 Wolverhampton WV1 9WJ. Normally, you will have to approach the Legal Ombudsman within six months of receiving a final written response from us about your complaint.

Alternative complaints bodies such as ProMediate ([www.promediate.co.uk](http://www.promediate.co.uk)) are available and we agree to use ProMediate.

## **23. 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.

## **24. Agreement**

Unless otherwise agreed, these terms of business apply to any future instructions you give us.

Your continuing instructions in this matter will amount to your acceptance of these terms and conditions of business. Even so, we ask you to please sign and date the last page of these terms and return it to us immediately. We can then be confident that you understand the basis on which we will act for you.

This is an important document; please sign and return the last page and keep this document in a safe place for future reference.

I confirm that I have read and understood these Terms and Conditions in connection with work carried out on my behalf for the Infected Blood Inquiry.

Print name .....

Signed ..... Date .....