

DMR COLLATION LTD – STANDARD TERMS OF BUSINESS

1. Introduction

- 1.1 DMR Collation Ltd deliver our legal services in accordance with the solicitor's code of conduct.
- 1.2 To avoid repetition we have used the expressions "we", "us", "our" and "the firm" to refer to DMR Collation Ltd and "you" and "your" to refer to you our client. We have used the expression "matter" to describe the nature of the instructions.

2. Instructions

- 2.1 Your instructions should be provided in an "instruction letter" which will set out the scope of your instructions. We ask that your instruction letter confirms:-
- (a) Accident type i.e. personal injury, road traffic collision or clinical negligence.
 - (b) Accident date or date of knowledge.
 - (c) Claimant's date of birth.
 - (d) Defendant(s) name (if known).
 - (e) A brief synopsis of the case.
 - (f) Confirmation if instructions are from the Claimant, Defendant, or on a Joint basis.
 - (g) Any additional/specific issues you would like addressed in the chronology.
 - (h) Whether instructions are urgent (i.e. a 5 business day turn-around is required) or whether a normal turn around period of 15 business days will suffice).
 - (i) Whether a schedule of radiology is required and, if so, the passwords to open the radiology disc.
 - (j) Whether a chronology is required.
 - (k) Whether a digital booklet is required.
 - (l) Whether original unpaginated, blank, duplicate or photocopied records can be confidentially destroyed by us.
 - (m) Whether the case is Legal Aid funded.

You have the option of completing our cover instruction sheet regarding your instructions.

- 2.2 We ask that where at all possible a complete set of all records to be collated are sent with the instruction letter. If records are later forwarded separately this will affect our turnaround times.
- 2.3 Any subsequent changes to your initial instructions will be discussed with you. We ask that you notify us as soon as you can if anything occurs which could make the information you have provided us invalid or incomplete.
- 2.4 We cannot be responsible for failing to advise or comment on any matters which falls outside the scope of your instructions.
- 2.5 Advice given in relation to your instructions is for your benefit only and should not be relied upon for any other purposes or by any other person without our written consent.
- 2.6 We aim to complete and return to you any instructions received within 15 business days of receipt. If the work is likely to take longer than this timescale we will notify you of this in advance.
- 2.7 If you have urgent instructions which require completion in a shorter timescale please notify us of this in advance so we can advise whether or not we have capacity to complete this work for you before instructions are sent.

3. Communication

- 3.1 We will act in accordance with your instructions and will contact you when we require you to supply information. We ask that you deal with these requests promptly. We aim, where appropriate, to respond to your letters, emails and telephone calls within 24 hours of receipt.
- 3.2 We will keep you informed of the receipt and progress of your matter and any unexpected changes or delays. You are welcome to ask for a progress report at any time.
- 3.3 If a matter is urgent it may be necessary to take instructions from you at short notice. Please ensure that we have current contact details for you to include telephone and email contact details. If you have a preferred method of communication then please let us know.
- 3.4 Unless instructed otherwise we will communicate with you via electronic communication including email. You should be aware that communication via email carries inherent risks including interception by third parties and late or non-delivery of messages. We normally password protect email attachments and send any electronic records to you via an encrypted delivery service. We shall not be responsible for any loss or damage arising from the unauthorised interception, re-direction, copying or reading of emails, including any attachments, and transferred electronic documents.
- 3.5 Although we use virus scanning software we cannot be responsible for any computer virus or damage to your computer system arising from our electronic communication with you.
- 3.6 We confirm that we will acknowledge receipt of any instructions from you within two business days. We will also email you to advise the date on which papers will be returned to you by courier.

4. Our Fees

- 4.1 Unless otherwise agreed with you and confirmed in writing, our fees are based on the time we spend dealing with your matter. This will include time spent considering and preparing correspondence and documentation, making and receiving telephone calls, collating, scanning, page referencing and indexing medical records, considering medical records, preparing chronologies, memorandums, file notes, schedules of radiology and digital booklets.
- 4.2 Our hourly rate excludes VAT. Current hourly rates can be obtained from us upon enquiry.
- 4.3 Our time is billed in 6 minute units of time.
- 4.4 We do revise our rates from time to time, usually annually, and details of any changes will be notified to you in writing.
- 4.5 Other Fees – where appropriate we may also charge additional fees such as photocopying costs when we have had to re-size A5 size records to A4 size or re-photocopy double sided records to single sided to aid collation. Photocopying charges are currently set at 7 pence per page. Printing costs are also set at 7 pence per page.

5. Payment Terms

- 5.1 Invoices are due for payment within 30 days of the date of the invoice unless a different timescale was arranged on a case by case basis at the time instructions were accepted. If the case is Legal Aid funded we can offer 90 day payment terms.
- 5.2 We operate a strict credit control policy and overdue bills may be subject to recovery proceedings.

- 5.3 We are entitled to charge interest on the outstanding amount of the bill as detailed in the Solicitors' Code of Conduct.
- 5.4 We reserve the right to ask you to cover our reasonable costs incurred as a result of you not complying with our payment terms. These include charges for preparing and sending you reminder letters and the expense we may incur in tracing you and enforcing the terms.
- 5.5 In case payments are late for more than one payment obligation, all claims against the purchaser shall fall due immediately.
- 5.6 Purchase terms of our customers apply only to the extent that they do not contradict our terms of payment and delivery.
- 5.7 We are entitled to assign the claims arising from our business relationship.
- 5.8 The contract is governed by English Law.

6. Conflicts of Interest

The firm has a professional obligation to act in your best interests. We cannot therefore act for one client in a matter where there is an actual or significant risk of a conflict with the interests of another client for whom we already act. We have internal procedures in place to help identify such conflicts and where any are identified we will discuss these with you. If you are or become aware of any conflict or potential conflict of interest in your matter you should contact us immediately. We will endeavour to resolve any issues of conflict in the interests of our clients.

7. Storage and Return of Papers

- 7.1 When paper instructions are sent to us all paper records are kept securely on site at our office at all times. When not being worked on they are kept in a locked records room.
- 7.2 We only store electronic copies of documents we have worked on and all original papers will be returned to you on the completion of our work.
- 7.3 Storage of any electronic documents (which includes electronic pdf copies of the medical records) will be kept by us until you advise us that the claim has concluded or, at an earlier date at your specific request.
- 7.4 We ask that you notify us when a case settles so we can destroy the electronic data we hold.
- 7.5 We will periodically ask you for updates regarding the status of a claim to ensure we do not keep copies of this data for longer than necessary. If we do not receive a response to our update request and we have held the data for longer than 24 months without an update, then we reserve the right to proceed to delete the electronic data.

8. Complaints Handling Procedure

- 8.1 We aim to provide you with the highest standards of client care. However, if at any stage you have any concerns about the way your matter is being handled, the quality of the service provided by us or a query regarding our costs, it is important that you let the person handling your matter know as soon as possible, so that appropriate steps can be taken.
- 8.2 If the matters of your complaint are complex, we may ask you to put this in writing to enable a proper investigation to take place.
- 8.3 We aim to deal with any complaint received within 28 days of receipt and provide a formal response to the same.
- 8.4 We hope that any complaints can be resolved satisfactorily but if you are not satisfied with our handling or your complaint, you can ask the Legal Ombudsman to consider it. Normally you will need to bring your complaint to the Legal Ombudsman within 6 months of receiving a final written response from us about your complaint.

9. Our Liability to You

- 9.1 Our liability for any negligence, legal costs and expenses is limited to the costs billed to you for our services.

10. Terminating our Agreement

- 10.1 You may withdraw your instructions to us or cancel your agreement with us at any time. We ask that this is done in writing. We shall be entitled to charge you for the work we have done for you up until the date of the termination.
- 10.2 In some circumstances, for good reason, we may decide to cease acting for you. Examples of such circumstances might include failure to pay a bill or identification of a conflict of interest. We will give you reasonable prior written notice if we decide for whatever reason that we are no longer able to act for you.

11. Acceptance

- 11.1 These terms apply to any instructions you give us. We may revise our Terms of Business from time to time but in this event we will notify you of any changes in writing.
- 11.2 Unless we have expressly agreed otherwise, this agreement takes effect from the date we were first instructed by you.
- 11.3 By instructing us to commence work on this matter, you will be taken to have accepted these Terms of Business. Please do contact us if you have any questions regarding the basis on which we are acting for you.

12. Confidentiality

All data received by us is treated in the strictest confidence. All members of the DMR Collation Team have signed confidentiality agreements prohibiting them from discussing instructions with unauthorised personnel.