

OFFICE USE ONLY - Case and client ID: _____

Standards of Service

We aim to provide a high-quality service to all clients and their agents or representatives, by operating within a comprehensive framework of Policies and Procedures. If, for any reason, you are dissatisfied with the standard of the service we provide, a copy of Policies (including our Complaints Procedure) is available on request.

Conditions of Service

Any service we provide will be subject to the following conditions. They may only be varied with our written agreement.

Service to be Provided

1. We cannot provide any service until the following steps have all taken place:-
 - a. We receive all information we need from you, and specifically:-
 - i. Details of the service you wish us to provide, and where you wish it to be provided
 - ii. The names of the people who are to participate
 - iii. Addresses and contact information for those people
 - iv. The name, address and date of birth of any child(ren) involved
 - v. A copy of any court order to which the proposed service relates
 - vi. If we need further information from you, you require to provide it in order to proceed further.
 - b. All the people who are to participate in the service have attended individual appointments, and any follow up appointments we think are necessary, with us.
 - c. We have completed a risk assessment of all factors we think are relevant to your case.
 - d. We are made aware of how the cost of the service to be provided is to be met and agree to it.
 - e. You, as agent or representative sign a copy of these conditions. We will be entitled to assume that you have the client's authority, express or implied, to do so.
 - f. We confirm that we will provide the service.

The Cost of Our Service

2. An up-to-date list of any current charges is accessible on: <https://rstf.co.uk/costs> and is deemed to be incorporated into these conditions.

Paying for Our Service

3. Unless we agree that the cost of any service we provide will be met by the Scottish Legal Aid Board ("SLAB"), or any other approved funding body or arrangement, the client will be responsible for meeting that cost.
4. If you as the agent/representative is responsible for payment to us by a funding body other than SLAB, we will issue invoices periodically, as agreed, to you. You require to pay the invoice within 30 days after issuing the invoice. We may suspend providing any service until invoices outstanding longer than 30 days have been paid.
5. Agents or representatives who have accrued outstanding invoices with our Service, of over six months, be it through SLAB or any other approved funding body, may be declined further referrals until those invoices are settled.

Scottish Legal Aid Board (SLAB) Funding (if not applicable, please move to "Other Conditions")

6. This Terms of Business must be signed by the agent who applies for funding from SLAB to meet the cost of any service we provide. The agent will require to:
 - i. Provide us with a copy of any Sanction letter, or Increase in Authorised Expenditure issued by SLAB to meet the cost of our service
 - ii. Forthwith confirm to us in writing if SLAB:-
 - Terminates or suspends any Legal Aid Certificate under which the cost of our service is to be met

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- Withdraws Legal Advice and Assistance or Assistance By Way of Representation cover
 - Refuses to increase the Legal Advice and Assistance level of Authorised Expenditure to cover the proposed cost of any service we are to provide
- iii. Pay the cost of any service we provide within five working days of payment by SLAB of the cost of that service
 - iv. Confirm if they stop acting for their client, or withdraw from supporting them.
7. Where an invoice for services is issued for an amount below £100, these invoices require to be paid in full, within three months of the date of issue of the invoice. We require that, where appropriate, interim reimbursement is sought for all invoices under A&A and CLAC, to enable timely payment for work completed by our Service.
 8. We will seek authorisation and instruction from the client to obtain any information we deem necessary from SLAB regarding any Legal Advice and Assistance, Assistance By Way of Representation and/or Legal Aid cover which they have provided to you to meet the cost of any service we provide.
 9. If any such agent, for any reason, fails to apply for necessary cover from SLAB, or fails to notify us that authorised cover has been suspended or terminated, that agent will incur personal liability to meet the cost of any service we provide which was intended to be met by SLAB.

Other Conditions

10. Our services are confidential. We will not share any information we hold about a client, except:
 - a. If a court orders us to provide information
 - b. If the service provided includes the provision of reports on its progress
 - c. If a client's agent asks us to provide information about the service we are providing; in that event, we reserve the right to only provide information if the client has provided written consent to us doing so. The information we provide may include*:-
 - i. Whether the client has accepted or refused the service offered
 - ii. Whether the client or any other party involved has attended
 - iii. Whether or not agreement has been reached at any mediation
 - iv. The number and dates of any sessions
 - d. Any other exclusions and our Data Protection Statement are listed in our **Confidentiality Statement**, copies of which are available on <https://rstf.co.uk/getting-started/initial-paperwork-for-services>.
11. Clients will require to agree not to video or audio record online or telephone sessions nor take any photographs or still images during the online or telephone sessions. If they create any video or audio recording of the online or telephone sessions inadvertently or otherwise, they will require to destroy any such recording as soon as they become aware of its existence.
12. If we become aware that a video or audio recording of the online or telephone sessions have been made, we reserve the right to withdraw the service.
13. We will close a case after a 2-month grace period if there has been no activity in relation to that case unless we explicitly agree otherwise. Clients who wish to return after their case is closed will be considered as a new referral.
14. We require a minimum of 24 hours' notice of cancellation of any session, otherwise we reserve the right to withdraw the service and/or charge for the cost of the appointment.

As an agent or representative, you require to advise us if you have stopped acting for the below client or you will remain liable for instructed work. Please complete:

Name of firm/agency, name and position

Your client's name

By signing below, I acknowledge and consent to the above terms.

Signature

Date

*The information we provide is dependent on the service offered.