

OFFICE USE ONLY - Case and client ID: \_\_\_\_\_

### **Standards of Service**

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

### **Conditions of Service**

Any service we provide to you 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 all the people who are to participate
    - iii. Full names and addresses for all those people  
It is your responsibility to keep your contact details up to date, with our Service.
    - 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  
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 we agree to it.
  - e. You, or any agent acting on your behalf, signs a copy of these conditions. If an agent signs them, we will be entitled to assume that they have your authority, express or implied, to do so.
  - f. We confirm to you 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 funder, you will be responsible for meeting that cost.
4. We will periodically issue you with an invoice for the cost of any service we provide. You require to pay that invoice immediately after it is issued. If you do not, we may suspend providing any service until it has been paid. If any invoice remains outstanding for more than thirty days after it is issued, interest at the rate of eight per cent annually will be added to the invoice cost. We accept payment by cash, bank transfer or credit/debit card.
5. Any direction or interlocutor issued by a court regarding the cost of any service we provide will not form part of these conditions.

### **SLAB Funding (please move on to 'Other Conditions' if this does not apply)**

6. If you wish the cost of any service we provide to be met by SLAB, the following conditions will apply instead:-
  - a. A copy of these conditions will be signed by the agent who applies for funding from SLAB to meet the cost of any service we provide
  - b. You irrevocably instruct any such agent acting on your behalf 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
  - Withdraws Legal Advice and Assistance or Assistance By Way of Representation cover from you
  - 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 to you within three working days of payment by SLAB of the cost of that service.

c. 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.

d. You irrevocably authorise and instruct us 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.

e. 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

7. 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 request.
8. You 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 you create any video or audio recording of the online or telephone sessions inadvertently or otherwise, you undertake to destroy any such recording as soon as you become aware of its existence.
9. 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.
10. Our Service will close a case after a 2-month grace period if there has been no contact 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.
11. We require your permission to process and hold the information you provide, and to liaise with you via post, e-mail or by telephone regarding your case. This includes leaving a voice message on the telephone numbers you provide.
12. 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 you for the cost of arranging the appointment.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**If you are a referring agent you must complete the following details. Please note that you require to advise us if you have stopped acting for the below client.**

\_\_\_\_\_  
Name, position and firm/agency

\_\_\_\_\_  
Your client's name