

Schedule 1: TSol standard terms and conditions

Standard Terms and Conditions for the Provision of Litigation Services

This document sets out the standard basis on which TSol will provide litigation services to its clients ("the Client").

1. New Instructions

- 1.1 On receipt of a new case TSol will write to the Client within 5 working days (or earlier if urgency requires) and send copies of any documents which the Client does not already have. TSol at the same time may request additional information about the case, and state the time within which this is to be provided by the Client, if this is required in order for TSol to provide a meaningful initial prognosis. Where information is requested by TSol to progress the matter, the Client will provide this within the period of time specified by TSol.
- 1.2 Where appropriate TSol will contact the Client as soon as possible after receipt of a new case identifying any immediate steps to be taken to protect the Client's interests.

2. Conflict of Interest and Confidentiality

- 2.1 Where TSol is acting for a Client in an existing matter he will not act for another Client in that same matter if the other Client's interests conflict with the first Client's interests, save in certain exceptional circumstances and only after both Clients have given their consent in writing, and TSol is satisfied that he can reasonably act for more than one Client.
- 2.2 If TSol is acting for more than one Client and holds or receives information, the disclosure of which would breach the duty of confidentiality to another Client, TSol will not disclose such information, the duty of confidentiality overriding the duty of disclosure in the event of conflict between the duties.

3. Communication

- 3.1 Unless a request is received to the contrary, communications between TSol and the Client will be by electronic means (i.e. e-mail) wherever practicable.
- 3.2 Where it is not appropriate or possible to send documents electronically they should be sent by hand, IDS or DX where appropriate, and if not then by post.
- 3.3 TSol will keep the Client advised of all significant developments and will acknowledge correspondence within 5 working days of receipt. Normally TSol will provide the Client with a copy of significant correspondence received, as well as an account of any significant telephone conversations and meetings.

4. Prognosis

- 4.1 Except in cases which require more urgent action or in those where TSol and Client agree that no prognosis is necessary, TSol will send an initial prognosis letter within 28 calendar days of receipt of a new case, or of such additional information that has been requested. This will provide the name of the caseholder and their supervisor a clear explanation of the issues raised and the action to be taken by both TSol and the Client, within what time scale, including an analysis of any risks associated with the case. TSol will provide an estimate of the likely amount of costs to be incurred, although in a complex or unpredictable case the costs estimate will be in relation to initial work only.
- 4.2 At least every six months or sooner if it has been identified that the existing prognosis is no longer accurate and/or there have been significant new developments, TSol will send a prognosis update letter to the Client. The prognosis update letter will provide details of costs incurred to date and a revised estimate for future costs and expenses.
- 4.3 The Client's express agreement should be sought before TSol proceeds in accordance with the strategy suggested in the prognosis letter (or any more detailed case plan) or any prognosis update letter unless the Client has given instructions to the contrary in relation to a particular case or class of case.

5. Counsel, Instructions and Conferences

- 5.1 Unless the Client has agreed to the contrary either in relation to a particular case or in respect of a class of case, TSol will obtain prior authority from the Client before seeking written or oral advice from Counsel. Unless the client has indicated that it does not want to be consulted, the Client will be consulted as to the identity of Counsel to be instructed in a case, with names being suggested by TSol based on availability and suitability for the task.
- 5.2 TSol will normally send the Client Instructions in draft, unless the Instructions are routine or there is a standing agreement to the contrary. Except in cases of extreme urgency, Instructions must be provided in draft to the Client where the case raises an issue of principle or of particular importance, so that the Client (and in particular the Client's advisory lawyers) can see how the questions to be put to Counsel are to be framed.
- 5.3 TSol will endeavour to arrange conferences with Counsel to suit the convenience of the Client. If the Client has been unable to attend a conference TSol will provide a report as soon as possible after the conference. If substantive advice has been provided this will be summarised in a letter or note by TSol for the Client within 7 working days, unless there is agreement between TSol and the Client to the contrary.

6. Experts and Other Third Party Assistance

- 6.1 Unless the Client has agreed to the contrary, TSol will obtain prior authority from the Client before instructing an expert or obtaining other Third Party Assistance and will consult the Client as to who shall be instructed in a case, with names being suggested by TSol based on availability and suitability for the task.

7. Court hearings

- 7.1 TSol will notify the Client about hearing dates as soon as practicable and agree with the Client how all hearings will be dealt with and who will attend. TSol will normally attend, or arrange for attendance at all hearings. Where Counsel has been instructed the person attending will take an appropriate note of the proceedings.
- 7.2 TSol will notify the Client of the outcome of any hearing by telephone, fax or e-mail within 24 hours. Where a written judgment is not handed down TSol must ensure that there is a good manuscript note of any oral

judgment and that, unless agreed with the client to the contrary, a transcript is ordered (where possible) within 7 days. Pending receipt of any transcript, TSol should prepare a typed note of the judgment based on the manuscript note, unless it is agreed with the Client that this is not required.

8. Settlement

- 8.1 TSol will obtain the Client's instructions before making any offer to compromise a claim or submit to judgment.

9. File Closure

- 9.1 Where a case is otherwise ready for closure, TSol will review the case to identify any issues such as lessons learnt or precedents established which need to be communicated to the client in writing. Unless there is an agreement to the contrary, TSol will also, unless it is considered inappropriate to do so due to the nature and/or circumstances of the case, write a file closure letter to the Client to provide a report to the Client on the outcome and to explain any further action that the Client is required to take in the matter and what (if anything) TSol will do. TSol will also account to the Client for any outstanding money, return to the client any original documents, remind the Client about TSol's arrangements for storage and retrieval of papers and TSol's policy for the destruction of papers and advise the Client whether it should review the matter in the future and , if so, when and why.
- 9.2 TSol will offer the Client the opportunity to be debriefed in respect of the case where appropriate and, specifically, to discuss any issues which TSol has identified during a final case review.

10. Costs

- 10.1 Where an Order is made for payment of costs in favour of the Client, TSol will obtain the Client's instructions, unless the client has provided standing instructions to cover such an eventually, before taking steps to recover costs.
- 10.2 Where the Client gives instructions to recover costs, TSol will take immediate steps to agree the costs and/or to commence the assessment process, instructing TSol's costs team in an appropriate case.

- 10.3 Where adverse costs are claimed against the Client, TSol will notify the client of this and will notify the client of the sum being claimed within 3 working days of being informed of the amount by the party in whose favour the costs have been awarded or of any Court Order or decision fixing the same. When the amount in dispute is the subject of future assessment by the Court, TSol will inform the Client that the case is being referred to TSol's costs team or external costs consultants in an appropriate case.
- 10.4 Any costs awarded against the Client will be payable directly by the Client through TSol. TSol will notify the Client of the amount required requesting payment by BACS payment into TSol's cash account within 7 days to avoid any interest charges accruing.

11. Financial Arrangements

- 11.1 TSol and the Client will each appoint a Finance Liaison Officer at a senior level to ensure the smooth running of the financial arrangements and to oversee the resolution of any dispute.
- 11.2 Hourly charge out rates for each grade of staff employed by TSol will be advised to the client at the beginning of each financial year. These rates will be calculated in accordance with central guidance from HM Treasury, currently the Fees and Charges Guide. TSol reserves the right to vary these rates during the year if there is any material change in the conditions or circumstances under which litigation services are provided, subject to giving two months advance notice of such variations.
- 11.3 Invoices for hourly charge out rates and disbursements will be issued by the 15th of each month, monthly in arrears, and are payable by the client within 30 days of receipt or immediately following the resolution of any dispute. VAT will be charged at the prevailing rate on all charges relating to the provision of staff (including temporary staff).
- 11.4 Disbursements such as the costs of Counsel's opinions and any travel and subsistence incurred by TSol will be paid by TSol and invoiced to the Client on a monthly basis. When requested by the Client, TSol will provide full information to support the disbursement which he seeks to recover. Any VAT on disbursements payable by TSol will be recovered from the Client and that amount will not be subject to VAT on TSol's bills to the Client.

- 11.5 All invoices will be sent under cover of a letter giving details of a named individual (i.e. account manager) to whom any queries on the invoice can be addressed. The account manager will also arrange for the provision of such further information as the Client may require to enable them to clear any invoice for payment.
- 11.6 In the event of a query being raised in respect of single items within an invoice relating to a number of cases, payment of the total invoice should not be withheld and part payment for items not under query should be made within 30 days whilst action is being taken to resolve the outstanding items.

12. Complaints

- 12.1 Any concern or complaint by the Client about the performance of TSol should be brought to the attention of the Team Leader, whose name appears at the foot of any correspondence, or the Client Care Manager or both. The Team Leader will decide, in the light of the nature of the concern or complaint, whether it is appropriate to refer it to the Head of Division.
- 12.2 Any concern or complaint by TSol about the performance of the Client should be brought to the attention of the Team Leader in the Client organisation or to the person nominated for this purpose by the Client.