

## **Gorvett & Bailey**

### **Terms and Conditions**

These Terms of Business are accompanied by a Client Care Letter which, together, set out the details of our relationship with you. These terms replace all previous agreements between us. Please read this document carefully. We will assume these terms are agreed unless you notify us otherwise in writing.

#### **1. Business Hours**

We are normally open between 9.00 am and 5.00pm from Monday to Friday. We may be able to arrange appointments outside of these hours, in cases of emergency. We are closed on all bank holidays.

#### **2. Our responsibilities**

We will:

- treat you fairly and with respect
- communicate with you in plain language
- review your matter regularly
- advise you of any changes in the law that affect your matter
- advise you of any reasonably foreseeable circumstances and risks that could affect the outcome of your matter

#### **3. Your responsibilities**

You will:

- provide all documentation and information that we reasonably request in a timely manner
- safeguard any documents that may be required for the handling of this claim, including documents that you may have to disclose to another party
- where appropriate, tell us at the outset of a matter, who is properly authorised to give us information we may request in relation to this incident. Unless advised otherwise, we will assume that we are authorised to accept information and documents from any person whom we reasonably believe to have authority to give such information and documents to us (this will include, in the case of a body corporate, any of your directors, officers and employees) and that we may act on information given orally.

#### **4. Service levels and frequency of communication**

Our service levels are set out in our Service Level Agreement which is available on request. However, we would like to highlight a couple of points. Namely that:

- Any communication with you and others for the progression of this matter will be by telephone, fax, e-mail or in writing. Our company strives to use emails as our main written form of communication so please advise us if this particular method is unacceptable or insecure for you.
- We will advise you if there is a deadline that we must meet which requires your input such as the disclosure of documents to another party.

#### **5. Limit of liability**

We have professional indemnity insurance giving cover for claims against the firm. Details of this insurance, including contact details of our insurer and the territorial coverage of the policy, can be inspected at our office or made available on request.

Our total liability to you in respect of our engagement for any loss, liability or damage howsoever caused, whether in contract (by way of indemnity or otherwise), tort (including negligence), misrepresentation, restitution or otherwise (in each case whether caused by negligence or not) and whether related to any act, omission, services provided to you or not or failure to act or delay in acting by Gorvett & Bailey will be limited to £3,000,000 including interest and costs.

Please note that Gorvett & Bailey is a limited company. This means that the firm's members and directors are not personally liable for any acts or omissions by the firm, unless the law requires otherwise. This does not limit or exclude liability of the firm for the acts or omissions of its members and directors. We can only limit our liability to the extent the law allows.

#### **6. Regulated services**

Gorvett & Bailey is the trading name of Gorvett & Bailey Ltd (also referred to as 'we' or 'us') a limited company registered under the Companies Act 2006, with registered number 11478672 and having its registered office at 1 Bellchambers Close, St Albans, AL2 1NP. Gorvett & Bailey is a personal injury litigation practice authorised and regulated by the Chartered Institute of Legal Executives, Room 301, Endeavour House, Wrest Park, Bedford MK45 4HS. Our Regulation number is 2183044. This means that we are governed by a Code of Conduct and other professional rules, which you can access on their website [www.cilexregulation.org.uk](http://www.cilexregulation.org.uk).

## **7. Data protection**

We are the data controller of personal information (personal data) relating to individuals who are either the named client or through whom we conduct our relationship with you. 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
- client identity verification
- analysis to help us manage our practice
- statutory returns
- legal and regulatory compliance
- marketing and promotion of our services and informing you of relevant news and legal developments.
- data matching exercises to assist in the prevention and detection of fraud

This information will be held in electronic form. Our use of that information is subject to your instructions, the terms of your policy, the Data Protection Act 2018 and our duty of confidentiality.

Our Data Controller is Anna Bailey and she can be contacted by telephoning 01727 621103 or e mail [anna@gorvettandbailey.co.uk](mailto:anna@gorvettandbailey.co.uk). You may request a copy of our Data Protection Policy at any time.

## **8. Storage and retrieval of files**

You agree that we may store documents electronically. After the claim has been completed we will keep the electronic file for 6 years. After 6 years, the electronic files will be deleted.

## **9. External auditing**

Your insurer, or an external firm or organisation may conduct audit or quality checks on our practice, eg our regulator (CILEx Regulation), our accountants or assessment bodies for quality accreditations. These external firms or organisations are required to maintain confidentiality in relation to your file.

We can only decide to stop acting for you with good reason for example if you fail to provide us with instructions. We may have to stop acting for you, for example if a conflict of interest arises. If so, we will give you as much warning as we can.

## **10. Confidentiality**

The information and documentation you provide us is confidential and subject to legal professional privilege unless:

- stated otherwise in this document or our letter confirming your instructions, eg in relation to prevention of money laundering and terrorist financing
- we advise you otherwise during the course of your matter
- we have your authority to disclose it
- the information is in or comes into the public domain without any breach of confidentiality on the part of Gorvett & Bailey

## **11. Electronic communication**

Unless otherwise directed by you, we will correspond by means of electronic mail as stated above. We each agree to accept the risks of using electronic mail, including but not limited to the risks of viruses, interception and unauthorised access.

We each agree to use commercially reasonable procedures to check for commonly known viruses in information sent and received electronically, but we recognise that such procedures cannot be a guarantee that transmissions will be virus free. Please let us know if any of these methods is insecure or inappropriate.

Our email is encrypted for safety.

## **12. Regulators**

Our Practice is authorised and regulated by the Chartered Institute of Legal Executives, Room 301, Endeavour House, Wrest Park, Bedford MK45 4HS. Our authorised entity number is 2183044. CILEx Regulation will investigate free of charge, any allegations of misconduct made against CILEx or firms that it regulates. Complaints of this type must be made within 12 months of the event that gave rise to a complaint or within 12 months of the complainant having knowledge of the events whichever is greater. Please see our Complaints Policy for further details.

If you have any queries on the above, please do not hesitate to contact us. If you wish to see any of our company policies on the subjects set out above, we would be happy to send you a copy upon request or they can be found on our website [www.gorvettandbailey.co.uk](http://www.gorvettandbailey.co.uk) The documents available are:

- ★ Professional Indemnity Insurance Cover Certificate and Policy (on request only)
- ★ Data Protection Policy
- ★ Complaints Policy
- ★ Money Laundering & Anti-Terrorism Policy