

2019 - 2022

AGREEMENT

for the provision of

LEGAL SERVICES

by

**WARWICKSHIRE COUNTY COUNCIL
(WARWICKSHIRE LEGAL SERVICES)**

- to -

**POLICE AND CRIME COMMISSIONER FOR
WARWICKSHIRE**



**AGREEMENT FOR THE PROVISION OF LEGAL SERVICES
TO THE POLICE AND CRIME COMMISSIONER FOR WARWICKSHIRE**

INTRODUCTION

The Agreement identifies the parties and the date of the agreement. It also deals with the following:-

Section 1 provides that Warwickshire Legal Services (WLS) will provide the Services specified in the First Schedule and the Police and Crime Commissioner for Warwickshire (the Customer) will pay for these Services.

Section 2 covers the term of the Agreement.

Section 3 covers the Services supplied to the Customer, costs and disbursements and invoicing arrangements.

Section 4 provides for the standards of service to be adopted in the case of Services supplied to the Customer.

Section 5 covers the Customer obligations.

Section 6 provides for quarterly meetings (or otherwise as required) to take place between the Customer and WLS.

Section 7 deals with confidentiality.

Section 8 deals with indemnity and insurance.

Section 9 contains the complaints and disputes procedure, and the procedure in the event of conflict of interest arising.

Section 10 deals with communication by email.

Section 11 contains general provisions

Schedule 1 is the Service Specification. It itemises the services to be provided to the Customer.

Schedule 2 Not used

Schedule 3 itemises the charging basis upon which the Services will be provided.

Schedule 4 is a statement of the general standards which WLS will employ in providing the Services to the Customer, where no specific alternative standards have been agreed for particular types of work.

Schedule 5 is a statement of the general standards which the Customer will employ in engaging WLS.

This document will be signed on behalf of the Customer and WLS

This AGREEMENT is made the 29th day of May. 2019
BETWEEN THE POLICE AND CRIME COMMISSIONER FOR WARWICKSHIRE of 3
Northgate Street, Warwick (1) (**the Customer**) and WARWICKSHIRE LEGAL SERVICES
(**WLS**) (authorised and regulated by the Solicitors Regulation Authority (SRA number 65428)
of Warwickshire County Council based at Shire Hall, Warwick (2) (collectively the **Parties**)

SECTION 1

INTRODUCTION AND SCOPE OF AGREEMENT

- 1.1 The purpose of this Agreement is to document the arrangements agreed by the Parties for the provision of legal services to the Customer by WLS as detailed in **Schedule 1** (the 'Services').
- 1.2 Not used.
- 1.3 The Customer will make available a budget of at least **£45,000** for the provision of Services for each financial year. WLS is committed to working with the Customer to achieve this. The WLS budget for legal expenditure will be the subject of review by the Parties in each financial year.
- 1.4 No amendment to the terms of this Agreement shall be valid unless agreed in writing and signed on behalf of the Customer and WLS.
- 1.5 For the purposes of the Contracts (Rights of Third Parties Act) 1999, the legal work undertaken by WLS is solely for the Customer's benefit as the client and this Agreement can only be enforced by either the Customer or WLS and not by a third party. Nothing in this Agreement is intended or deemed to establish any partnership or joint venture, or constitute one party agent of the other or authorise a party to enter into commitments for or on behalf of the other party.

SECTION 2

DURATION OF THE AGREEMENT

- 2.1 This Agreement shall commence on 1 April 2019 and will remain in force until 31 May 2022. The Parties agree that from the 1st April 2019 this Agreement will supersede and replace the agreement for the provision by Warwickshire County Council of legal services to the PCC dated 14th March 2016.
- 2.2 This Agreement may be terminated by either party giving the other party at least 12 months' notice in writing to expire on 31 March in any year.
- 2.3 The Parties may extend this Agreement on such terms as they may agree in writing. The Customer and WLS shall meet no later than six months before 31st May 2022 to discuss the provision of legal services beyond the termination date of this Agreement and (where relevant) the Customer's requirements for a further Service Level Agreement ('SLA') between the Parties.
- 2.4 Any reference to a party in this Agreement includes a reference to its legal successors and permitted assigns for the duration of the Agreement.

SECTION 3

THE SERVICES

- 3.1 In consideration of the charges set out in **Schedule 3** WLS will provide the Customer with the Services.
- 3.2 WLS will nominate a solicitor to proactively act as key contact with the Customer for the provision of all Services under this Agreement ('Key Contact'), The Key Contact is **Katherine Lamyman** (Tel: 01926 412443 / Email: katherinelamyman@warwickshire.gov.uk). WLS will notify the Customer of any change of the Key Contact.
- 3.3 The Key Contact will have access to other specialist legal services and advice provided by WLS insofar as these are necessary and can be met from the annual budget set aside by the Customer for the purposes of this Agreement.
- 3.4 The Customer will pay WLS the hourly rates set out in **Schedule 3** for the Services.

- 3.5 WLS will, on a monthly basis, submit to the Customer a monthly invoice of Services provided (including a full narrative of time recorded by fee earners) and the charges levied in accordance with **Schedule 3**. WLS will keep the Customer advised throughout the period of this Agreement where it appears that expenditure is likely to exceed the available budget.
- 3.6 The Customer shall pay such charges within 28 days of receipt of the monthly invoice from WLS. In the event that the Customer has a query in relation to the invoice, it shall raise this with WLS within 30 days of receipt of the invoice and, if not, it is expected that the Customer will pay the invoice. In the event that an invoice is queried by a Customer, and this query is not resolved within 30 days of the query being raised, then the Customer will pay the invoice and will be credited if subsequently an error is identified.
- 3.7 The following costs and disbursements are **not** included in the hourly rate charges set out in **Schedule 3**:-
- (a) Counsel's fees, court/panel/Tribunal fees, expert and witness fees and other related disbursements;
 - (b) Special fees relating to the production of documents (e.g. court reporters' transcription fees) or the delivery of documents where ordinary postal services are not used.
 - (c) External solicitors' costs where these are deemed necessary by agreement between the Parties;
 - (d) Travel and subsistence expenses, where the travel is outside Warwickshire;
 - (e) Attendance at any training events deemed appropriate by the Provider and approved by the Customer as required.
 - (f) Land Registry fees, search fees, other third party fees;
 - (g) Costs connected with the delivery of documents where ordinary postal, DX or electronic services are not used; and
 - (h) All taxes and duties.
- 3.8 The Parties acknowledge that the annual budget is set aside by the Customer as a reasonable estimate by WLS of the cost of providing the Customer's legal services

set out in **Schedule 1**, as required in a typical financial year. In the event that there is an exceptional level of demand from the Customer for WLS's legal services (in terms of volume, type and/or complexity of work), then:

- (a) WLS shall as soon as reasonably practicable notify the Customer of the possibility that the annual budget will be exceeded; and
- (b) the Customer will agree with WLS suitable charging arrangements to meet that demand.

3.9 The Parties acknowledge that the Customer's Chief Executive is, by operation of law, the Police and Crime Commissioner's Monitoring Officer under s5 Local Government and Housing Act 1989. The principal duty of the Monitoring Officer is to draw the attention of the PCC to any proposal, decision or omission which has given rise to or is likely to or would give rise to the PCC acting

- unlawfully; and/or
- in a way that contravenes a statutory code of practice; and/or
- in a way which amounts to maladministration within the meaning of the law.

In support of the Chief Executive fulfilling the Monitoring Officer role, WLS will undertake any actions which in its opinion are reasonably required to support the duties of the role ("Monitoring Officer support"). In fulfilling the Monitoring Officer support, WLS acknowledges that it will be incurring legal charges to the Customer and as such WLS undertakes to act in good faith and in the best interests of the Customer at all times. To the extent that any Monitoring Officer support constitute an exceptional level of demand which is not covered by the annual budget the Customer shall make available such additional budget as is required.

SECTION 4

STANDARDS OF SERVICE

4.1 The Services provided shall be undertaken with reasonable skill and care, and in compliance with:-

- (a) All statutory relevant rules, procedures and statutory requirements.

(b) All relevant policies, rules, standing orders, procedures and standards.

(c) The Quality Standards specified in **Schedule 4**.

4.2 External firms or organisations may conduct audit or quality checks on WLS from time to time. They may wish to audit or quality check Customer files and related papers for this purpose. It is a specific requirement imposed by WLS that these external firms or organisations fully maintain confidentiality in relation to any files and papers which are audited or quality checked.

SECTION 5

CUSTOMER OBLIGATIONS

5.1 The Customer will identify those officers and staff that it has nominated to give or approve instructions to WLS, and inform WLS promptly of any changes.

5.2 The Customer will inform WLS promptly of any changes to its Cost Centres to enable WLS to promptly prepare invoices and monthly billing statements.

5.3 The Customer will act in accordance with the quality standards specified in **Schedule 5**.

5.4 Should the Customer not comply with the quality standards set out, this could cause the progress of matters to be delayed.

5.5 The Customer will comply with the Data Protection Act 2018 ('DPA'), as amended or replaced, in the processing of personal data and will have all necessary consents and notices in place to enable its lawful transfer to WLS for the duration of the Agreement.

SECTION 6

REVIEWS

6.1 WLS and the Customer shall meet on a quarterly yearly basis to review the quality, cost, accuracy and timeliness of the Services provided.

SECTION 7

CONFIDENTIALITY AND DATA PROTECTION

- 7.1 WLS shall use its best endeavours to ensure that confidentiality is maintained at all times in all matters relating to the provision of the Services provided.
- 7.2 WLS will keep all information received from the Customer confidential unless WLS has agreement from the Customer to disclose it or if WLS is required to do so by law, or legal or regulatory process. WLS will not be liable for information that comes into the public domain without any breach of confidentiality on the part of WLS.
- 7.3 WLS owe the same duty of confidentiality to all its clients and WLS will not disclose to the Customer any information that has been provided to WLS in confidence by another client.
- 7.4 WLS will store documents in accordance with its Information Management policies and will return any original documents as may be agreed with the Customer at the conclusion of a matter.
- 7.5 Warwickshire County Council will be the data controller in relation to personal data obtained from the Customer or from third parties and will process personal data in accordance with its Privacy Policy and the Data Protection Act 2018, as amended or replaced.

SECTION 8

INDEMNITY AND INSURANCE

- 8.1 Neither party excludes or limits liability to the other party for death or personal injury caused by its negligence or for any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982.
- 8.2 Each party shall indemnify and keep indemnified the other party against injury (including death) to any persons or loss of or damage to any property which may arise out of the default or negligence of the other party, any contractor or their respective employees or agents, and against all claims demands proceedings

damages costs charges and expenses whatsoever in respect thereof or in relation thereto arising from the provision of the Services.

8.3 Subject to Clause 8.2 above, neither the Customer nor WLS (nor their respective officers, employees and contractors) shall have any liability to the other for any indirect or consequential losses of any kind (including loss of anticipated savings, loss of profit and business and all other indirect damage or injury) arising either from negligence, misrepresentation, or other fault or arising from breach of any contract between WLS and the Customer. For the avoidance of doubt, "consequential or indirect loss" does not include the following:

- (a) Additional operational and administrative costs and expenses; and
- (b) Expenditure or charges incurred unnecessarily as a result of any default by WLS.

8.4 Without thereby limiting its responsibilities under clause 8.2, each party shall throughout the term of this Agreement insure with a reputable insurance company against all loss of and damage to property and injury to persons (including death) arising out of or in the consequence of its obligations under the Agreement and against all actions claims demands costs and expenses in respect thereof.

8.5 Such insurance in respect of clause 8.4 shall be for a minimum of £5,000,000 (five million pounds) in respect of any one act or default and the said insurance policy or policies shall be extended for the purpose of the Agreement by endorsement or otherwise so as effectually to indemnify the Customer against all claims aforesaid and shall be produced to the Customer together with the receipt or receipts for the premiums at such times as may be required by the Customer.

8.6 WLS shall procure and maintain Employers Liability insurance with a minimum level of £5,000,000 per claim or series of claims and Professional Indemnity Insurance up to £10,000,000 per claim or series of claims.

8.7 If so required WLS shall furnish the Customer with Certificates of Insurance together with the receipt or receipts for premiums evidencing that the relevant insurances are in force.

SECTION 9

COMPLAINTS AND DISPUTES

- 9.1 If the Customer has any complaint or observation to make about any aspect of the service, the same should, in the first instance, be referred to **Ian Marriott**, Corporate Legal Service Manager (Tel: 01926 412018 / Email: ianmarriott@warwickshire.gov.uk). The Parties shall then use their best endeavours to resolve the complaint to their mutual satisfaction. If the Customer remains dissatisfied then the matter should be referred to the Legal Services Manager, Nichola Vine (Tel: 01926 416379 / Email: nicholavine@warwickshire.gov.uk).
- 9.2 WLS is regulated by the Solicitors Regulation Authority. If for any reason the parties are unable to resolve any problems or complaints between them, complaints and redress mechanisms are provided through the Solicitors Regulation Authority and the Legal Complaints Service.
- 9.3 In the event of a potential or actual conflict of interest arising during the provision of legal advice or representation by WLS arising, for example, from Warwickshire County Council's interest in land/property, WLS's role in providing legal support to the Chief Constable, or a Police investigation concerning Warwickshire County Council, WLS will ensure that the Customer is alerted to the conflict and will discuss the matter with the Customer with a view to providing options in compliance with the SRA rules and for an acceptable resolution of the difficulty wherever possible. Where possible and appropriate, WLS will make separate, independent legal advice/representation available from within WLS.
- 9.4 The Customer shall address correspondence under this Agreement to The Legal Service Manager, Resources Group, PO Box 9, Shire Hall, Warwick, CV34 4RR. The offices are open between 8.30 a.m. and 5.30 p.m. Monday to Thursday and Friday between 8.30 a.m. and 5.00 p.m. We are closed on all bank holidays and weekends.
- 9.5 Where possible, the Customer should make any request for assistance to WLS in writing (electronically or hard copy), indicating the date by which a reply or response is required. WLS will use all reasonable endeavours to respond within that timescale. If it is or becomes apparent that it may not be possible to respond within

such timescales, WLS will contact the Customer and agree a revised timescale for action.

- 9.6 If the Customer requires a response within less than five (5) working days, email/telephone contact should be made with WLS who will use reasonable endeavours to respond within that timescale. At all times, WLS will always use reasonable endeavours to respond immediately.

SECTION 10

COMMUNICATION BY EMAIL

- 10.1 Unless the Customer advises WLS to the contrary, WLS may communicate with the Customer by secure email and does not accept responsibility for any breach of confidentiality that may occur, whether by fault on the part of the Customer, or by any of their agents or as a result of the action of a third party.

SECTION 11

GENERAL PROVISIONS

Force Majeure

- 11.1 Neither the Customer nor WLS will be in breach of this Agreement, nor liable for any delay in or failure to perform any of its respective obligations, if such delay or failure results from events, circumstances or causes beyond the control of the Customer or WLS as applicable. In such circumstances WLS shall be entitled to a reasonable extension of time for performing its obligations, but this shall not exceed the duration of this Agreement.

Variations and Assignment

- 11.2 No variation of this Agreement shall be effective unless it is in writing and signed by an authorised representative of each party. This Agreement cannot be assigned or transferred without the prior consent of WLS.

Severability and Waiver

- 11.3 If any provision of this Agreement is found by a court or other competent authority to be invalid, illegal or unenforceable, such provisions shall be severed and the remaining provisions shall continue in full force and effect.
- 11.4 No failure or delay by either party to exercise any right or remedy provided for under this Agreement shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict further exercise of that or any other right or remedy.


Notices

- 11.5 Any notice or other communication given by either party in connection with this Agreement shall be in writing (not email) and be delivered by (a) hand or, (b) pre-paid first class or other recorded delivery post at its principle place of business.
- 11.6 Delivery shall be received under (a) by the date on the signed delivery receipt or time left at the proper address during normal business hours, otherwise the next business day, and (b) by 9.00am on the second business day after posting or time recorded by the delivery service.
- 11.7 This provision does not apply to service of proceedings or other documents in a legal action.

Law and Jurisdiction

- 11.8 Any dispute or claim shall be governed by and construed in accordance with the law of England and Wales, and the parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation.

This Agreement has been entered into on the date stated at the beginning of it.

SIGNED:  C.W. FOX (P. HEWITON)
On behalf of the Customer

SIGNED:  NICHOLA VINE
On behalf of Warwickshire Legal Services of Warwickshire County Council

SCHEDULE 1
SCOPE OF LEGAL SERVICES AVAILABLE
TO THE CUSTOMER

- | | |
|---|--|
| 1. GENERAL LEGAL ADVICE AND REPRESENTATION | Legal advice, guidance, action and representation arising from the Customer's functions. |
| 2. MONITORING OFFICER SUPPORT | Legal advice, guidance, action and representation in the discharge of the Monitoring Officer support.
This includes: <ul style="list-style-type: none">• Legal advice and attendance at meetings of the Customer.• Legal advice and attendance at other Customer meetings and panel meetings as required• Advice and representation in relation to PCC officer/staff and officer standards and conduct issues• Corporate governance advice and support to complement the Chief Executive's and PCC officer/staff responsibilities for corporate governance• Advice and representation in relation to complaints against the Customer's officers/staff, officers, or ACPO officers• Supporting the Customer in maintaining an appropriate constitutional framework• Supporting the Customer in responding to legislative requirements• Supporting the Customer in achieving fair and lawful decision making• Advice and support in relation to the review of s.22 collaboration agreements |
| 3. ADMINISTRATIVE AND PROCEDURAL LAW | Advice and representation

Employment legal advice in relation to: |

4. EMPLOYMENT LAW

- ACPO appointments
- Police and Crime Commissioner officers

5. IMPACT OF LEGISLATION (EU AND UK) Advice and guidance

6. TRAINING

For the Customer's officers and staff, civilian staff and volunteers in connection with any areas of law and practice requested by the Customer.

Not used

SCHEDULE 2

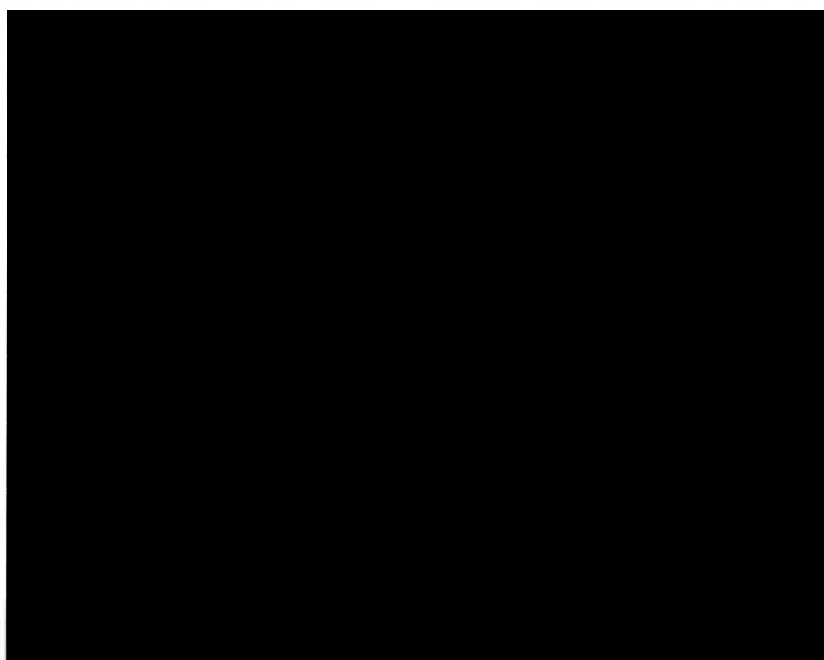
SCHEDULE 3

CHARGING BASIS AND RATE

1. (Subject to the exceptions listed in clause 3.7) the work to be carried out by WLS will be charged to the Customer on an hourly basis in accordance with the hourly charge rates set out below. Full details of individual case charges can be provided to the Customer on request. The hourly rates will be reviewed by WLS on an annual basis and any changes to the hourly rates will be notified to the Customer prior to the start of each financial year.
2. There will be situations where a barrister needs to be instructed to provide representation in court (usually in a higher court) or where other external legal advice may need to be sought. In those cases WLS will consult the Customer before instructing a barrister or solicitor unless the situation is one of emergency. A suitable barrister or solicitor will then be located and instructed by WLS. The Customer's representative will be given an indication of the fees likely to be charged and the Customer will be responsible for these. They will not form part of the budget for Legal Services under clause 1.3.

Hourly Charge Rates for 2019/20

The following hourly charge rates will apply from the date of this Agreement for the financial year 2019/20 for the following fee earning officers: -



Redacted by virtue of s.43 (Commercial Interests) FOI Act'

SCHEDULE 4

WARWICKSHIRE LEGAL SERVICES – STANDARDS FOR THE CONDUCT OF LEGAL BUSINESS

OBJECTIVE: To give Clients the information required to make legal matters more comprehensible, and thus reduce the areas of potential misunderstanding and complaint. The way in which this information is given is set out below and the guidelines are also a useful check-list for fee earners.

BACKGROUND

At the beginning of each financial year, each Client will receive a schedule of hourly charges for each fee earner in Legal Services, together with a schedule of fixed fee rates and any lump sum payments agreed.

GENERAL STANDARDS

1. Responsibility for the Case or Matter

- (a) Clients should be told the name of the fee earner responsible for the conduct of the matter, and the name of his/her supervising officer.
- (b) If the conduct or overall supervision of the whole or part of the matter is transferred to another officer, the Client should be informed in writing and given an explanation
- (c) The fee earner should advise the Client when it is appropriate to instruct Counsel and seek confirmation that the cost can be incurred before issuing instructions.

2. Communication with the Client

- (a) Instructions received should be acknowledged in writing (or a detailed reply given) within 5 working days. Instructions should normally be given in writing and where appropriate the client requested to give written confirmation of any oral instruction. Oral instructions received should be recorded in writing within 1 working day.
- (b) Oral advice given should be recorded on the file within 1 working day and where appropriate confirmed in writing within 5 working days.

- (c) The Client should be advised at the outset of all matters, or as soon as possible thereafter of any issues raised of a non-routine nature, how they will be dealt with and the immediate steps taken.
- (d) The fee earner should keep the Client informed of progress in the matter on a monthly basis (unless an alternative timescale has been agreed with the Client) and the reason for any serious delays. (Copies of letters can be sent to the Client to assist in this process). Clients should also be advised in writing of any circumstances which will or may affect the degree of risk involved or cost benefit to the Client of continuing with the matter.
- (e) The Client should be advised, in writing about changes in the action planned to be taken in the matter, strategy or case plan, its handling or cost.
- (f) In the absence of a specific quality standard or an agreed alternative timescale, a substantive response to all correspondence or instructions given should be sent within 15 working days.
- (g) Urgent telephone calls should be returned by the fee earner within 1 working day and other calls within 2 working days. Where that is not sufficient or the timescale cannot be met due to the absence (or likely absence) of the fee earner from the office, the secretary or the person taking the call should arrange for another fee earner to return the call.
- (h) Documents and their contents should be explained to Clients wherever appropriate.
- (i) Clients should be advised in writing within 3 working days of the completion of a matter and any continuing consequences should be summarised.
- (j) Communications with Clients should be in clear plain English and avoid legal jargon as far as possible.

2. Information on Costs

- (a) The best information possible should be given to Clients as to the likely time and costs involved, where an estimate is required.
- (b) Where it is not possible to estimate length of time and costs involved, Clients will be able to assess against the indicative budget referred to above, the expenditure incurred on any particular matter from the monthly (three monthly in some cases) time recording and job costing information provided by Legal Services to individual Client Finance Managers.
- (c) In court proceedings, Clients should be advised of Court fees incurred in dealing with the matter and, if the case is unsuccessful, that the opponents costs may also be included.

(d) In all matters, the fee earner should consider with Clients whether the likely outcome of Court proceedings or of pursuing the matter in question will justify the expense or risks involved.

1. Outside Bodies or Individuals

- (a) Where applicable, these standards should be applied to dealing with outside bodies, firms and individuals.
- (b) In particular paragraphs 2(a), (f) and (g) apply to all correspondence with outside bodies, firms and individuals.

5. Equality and Diversity

We are committed to the avoidance of discrimination and the promotion of equality and diversity in the provision of services to our Clients.

STANDARDS FOR THE CONDUCT OF LEGAL BUSINESS

TASK	Date\Event	By Whom
1. WRITE TO CLIENT WITH		
Schedule of Hourly Charge Rates and fixed rates	Start of financial year	Head of Service
Confirmation of instructions received <u>AND</u> Name of fee earner responsible for conduct of matter <u>AND</u> Name of Supervising Officer <u>AND</u> Timescale for further contact (see acknowledgement memo for details required to be provided)	Within 5 working days of receipt of instructions unless matter will be completed within 5 days	Fee earner Fee earner
Name of substitute fee earner	Within 2 working days	Transferring fee earner

To seek Counsel's advice	Need for Counsel's advice	Fee earner
Confirmation in writing of any oral advice given, where appropriate	Within 5 working days of any advice given	Fee earner
2. ADVISE CLIENT IN WRITING OF:-		
(a) All non-routine issues arising and any pursuant action	At outset of matter as soon as possible thereafter	Fee earner
(b) Progress made	On monthly basis or as agreed with client	Fee earner
(c) Major changes to agreed work plan	Immediately and confirm in writing within 2 working days	Fee earner
(d) Reason for serious delays, change in risk profile or cost benefit	Whenever necessary	Fee earner
(e) Changes to action planned, strategy etc	Immediately and confirm in writing within 2 working days	Fee earner
(f) The meaning of any documents issued.	Whenever necessary	Fee earner
(g) Date of completion an any continuing consequences	Within 3 working days of completion	Fee earner
3. SEND A SUBSTANTIVE REPLY TO ALL CORRESPONDENCE OR INSTRUCTIONS GIVEN	Within 15 working days (in absence of specific quality standards or agreed timescale)	Fee earner
4. RETURN ALL TELEPHONE CALLS	Urgent Calls – within 1 working day	Fee earner
	Other Calls – within 2 working days	
NB: If the relevant fee earner is not available to take a call or respond to an email within the relevant timescale, the secretary or person taking the call or picking up the email should arrange for an alternative substitute fee-earner to return the call or respond to the email.		

5. PROVIDE CLIENT DEPT WITH ESTIMATES OF LIKELY TIME AND COSTS INVOLVED	Within 2 working days of a request	Fee earner
6. DURING COURT PROCEEDINGS, KEEP CLIENT ADVISED OF COURT FEES AND POTENTIAL COSTS	Whenever necessary	Fee earner
7. ASSESS JOINTLY WITH CLIENT THE EXPENSE/RISK OF COURT PROCEEDINGS AGAINST LIKELY OUTCOME	Whenever necessary	Fee earner

1. WLS will take full instructions from the Customer and agree objectives for the matter.
2. Each matter will be allocated to the most suitable and available fee-earner.
3. WLS will plan how the matter will be delivered on the basis of the information available.
4. WLS will report against that plan and highlight any variances.
5. At the Customer's option, WLS will provide the Customer with publications, information and updates on matters of interest and provide the Customer with the opportunity to attend training sessions offered by WLS on relevant topics.
6. To assist the Customer with budget predictions, where appropriate and possible, WLS will estimate the cost at the outset of a matter and report on progress against that estimate when requested by the Customer.
7. WLS will agree timescales with the Customer where the Customer has specific requirements.

SCHEDULE 5
GENERAL STANDARDS WHICH THE CUSTOMER
WILL EMPLOY IN ENGAGING WLS

1. The Customer will provide full instructions, including the Cost Centre Code where applicable, and a full description of the job and a clear understanding of their objectives at the commencement of any matter.
2. The Customer will provide, on request, sufficient information as to the identity of anyone from whom WLS is required to take instructions on each matter.
3. The Customer will nominate a person to be the contact point for each matter. The Customer will notify WLS of their contact details and advise WLS promptly, of any changes to that contact.
4. The Customer will provide WLS with all relevant documentation to do the job. This will include documents, notes, agreements, minutes, e-mails, and correspondence and personal statements.
5. The Customer will, to enable WLS to carry out their instructions, respond promptly to requests for information, instructions and authorisations.
6. The Customer will also retain all documentation relevant to the job and make them available to WLS on request.
7. The Customer will notify WLS as soon as possible on becoming aware of an actual or potential conflict of interest.

