

MRN Terms of Business

MR Negotiators Ltd and MRN (Leeds) Ltd, both of which are a Limited Company (hereafter referred to as MRN)

1. Instructing Solicitors Obligations

1.1 The Instructing Solicitors shall in respect of any engagement under these Terms be required to:

- (a) provide a clear letter of instruction specifying the work to be carried out by the Agent;
- (b) provide all files of papers relevant to the matter which should be complete in a logical filing system and include all disbursement vouchers for fees incurred in the case;
- (c) provide confirmation as to the method of funding for the case including any relevant insurance premium and level of success fee (if appropriate);
- (d) provide full details of all relevant fee earners together with details of their number of years' post qualification experience (or equivalent);
- (e) reimburse any expenses or disbursements paid by the Agent in connection with the matter within 5 working days of notice from the Agent that such expense or disbursement has been incurred. Where any such expenses or disbursements are subsequently recovered from any third party the Agent shall refund the Instructing Solicitor as appropriate;
- (f) provide the Agent with concise and clear instructions in writing and within a reasonable period of time which in the case of attendance at a hearing means sufficiently prior to the listed hearing or appointment date to allow the Agent to prepare adequately for such hearing which period shall not be less than 20 working days prior to such listed hearing or appointment date.
- (g) indemnify the agent against all costs associated with any assessment costs awarded against the Instructing Solicitors;
- (h) ensure all documentation which is to be relied upon is compliant with the Civil Procedure Rules;

- (i) ensure that the Bill of Costs is compliant with the Civil Procedure Rules as per the relevant Costs Practice Direction prior to the certification of the Bill of Costs.

2. Communication

- 2.1 The Agent will provide a free courier service for the collection and delivery of client files. The agent and the Instructing Solicitor accept that it may be necessary that the procedures for receiving and confirming instructions will vary according to the urgency of the matter, the nature of the work and the Instructing Solicitors' preferences as to communications and working methods.
- 2.2 The Agent may communicate with the Instructing Solicitors and any agreed third parties by post, telephone, fax and email
- 2.3 Without prejudice to paragraph [] the Instructing Solicitors acknowledge that email may not be secure, and that the delivery of email is uncertain. If the Instructing Solicitors submit instructions by email (in particular those which vary previous instructions and/or those upon which action needs to be taken urgently) the Instructing Solicitors must have written verification from the Agent that the e-mail and attachments if applicable, have been received.

3. Agent's Obligations

- 3.1 In respect of each engagement under these Terms the Agent shall:
 - (a) keep secure those client files collected and or received.
 - (b) on preparation of a 'without prejudice' statement of costs or schedule of costs or a bill of costs in respect of all work undertaken by the Instructing Solicitors or their employees apply the appropriate hourly rate for the Instructing solicitors conducting fee earner (which shall be as set out in the Instructing Solicitors' Client Care Letter / Conditional Fee Agreement.) Where no Client Care Letter etc. is provided the Agent will apply the appropriate hourly rate in accordance with the guideline rates set by the Supreme Court Costs Office or the appropriate local County Court for the matter;
 - (c) in all cases where proceedings have been issued obtain your instructions to prepare a formal bill of costs for Detailed Assessment.

- (i) the Agent shall use reasonable endeavours to prepare a statement of costs or schedule of costs within 48 hours or a formal bill of costs within 10 working days from confirmation of engagement under paragraph [] and deliver the same, together with N252, certificates and all copy disbursement vouchers (if initially supplied) to the Instructing Solicitors for approval and endorsement;
- (ii) the above times refer to the time the documents would be produced for forwarding to the instructing solicitors;
- (iii) the Agent will accept and action any requests for appropriate amendments to a statement of costs, schedule or bill of costs provided such request is delivered to the Agent by the Instructing Solicitors within 3 working days of receipt of the statement of costs, schedule or bill of costs under paragraph 7.1 (b) (i);
- (iv) the Agent shall use reasonable endeavours to reasonably maximise the Instructing Solicitors' costs when preparing the statement of costs, schedule or bill of costs;
- (v) the Agent shall provide progress reports to the Instructing Solicitors where appropriate and to advise on offers of settlement received;
- (vi) the Agent will not agree costs without the consent of an appropriate representative of the Instructing Solicitors which shall mean either the conducting fee earner of the case or a partner or director (as appropriate);
- (vii) the agent will apply for an interim costs certificate as soon as practicable following the request for a detailed assessment hearing.
- (viii) in circumstances where the Instructing Solicitors' costs have been settled the Agent shall provide a copy of the concluded agreement to the Instructing Solicitors and where possible endeavour to obtain from the paying party a breakdown of all profit costs and disbursements recoverable from the paying party, which shall be requested paid by the paying party within

21 days;

- (ix) any Agents fees that are to be paid to the agent by agreement with the third party or that are ordered by the court as part of the assessment process will be notified to the Instructing Solicitor.
- (x) the client file will then be returned to Instructing solicitors via the free courier service.

4. Confidentiality

4.1 Information of a confidential nature provided to the Agent by the Instructing Solicitors or by the Agent to the Instructing Solicitors will be kept strictly confidential by the receiving party. However unless notified otherwise by the Instructing Solicitors the Agent is authorised to disclose any such information to and discuss it with such other advisers or representatives as appropriate to allow the Agent to comply with its obligations under these Terms.

5. Exclusions and limitation of liability

5.1 The Agent warrants that all work undertaken by it under this agreement will be carried out using reasonable care and skill and will be undertaken by a person of appropriate qualification and experience.

5.2 The Agent will not be liable for:

- (a) any loss arising out of any act or omission on its part unless notice in writing of the alleged loss is given to the Agent not later than 28 days following the invoice date.
- (b) any loss arising directly or indirectly out of its failure to take any action that falls outside the scope of work defined in any relevant letter of engagement and or this agreement;
- (c) any loss arising directly or indirectly out of any events or circumstances beyond its control including without limitation strikes, lock outs or other industrial disputes, failure of utility service or transport network, acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule regulator or director, accident, breakdown of plant or machinery, fire,

flood or storm;

- (d) any loss arising directly or indirectly out of its failure to take any action in circumstances where the Instructing Solicitors have failed to pay to the Agent any moneys properly requested by the Agent;
- (e) any loss arising directly or indirectly out of its compliance with the overriding obligations imposed upon the Agent by law, whether by way of the bona fide disclosure of information by the Agent to relevant authorities or otherwise;
- (f) any loss arising directly or indirectly out of the Instructing Solicitors' failure to act in accordance with the Agent's advice or the Instructing Solicitors' omission to take any action properly required of it in the course of the matter whether before or after confirmation of the engagement under paragraph [] including without limitation a breach of professional obligations or any failure by the Instructing Solicitors to comply with the provisions of paragraph 3;
- (g) any loss arising directly or indirectly out of any act or omission of other parties engaged by the Agent on the Instructing Solicitors' behalf;
- (h) any loss arising directly or indirectly out of the quarantining (and thus omission to read) of any email communication containing a virus or other undesirable content;
- (i) any loss caused directly or indirectly by the contamination by virus of any email sent by the Instructing Solicitors to the Agent;
- (j) any indirect or consequential losses.

5.3 The Agent will not be liable to the Instructing Solicitors for any increased amount payable by the Instructing Solicitors, or for any amount which the Instructing Solicitors would have been able to recover from another of its advisers or other third party by way of indemnity, contribution or otherwise but are unable to recover, because the Instructing Solicitors agreed or are treated as having agreed with that third party any exclusion or limitation of its liability.

5.4 If there is another adviser or person who is liable (or potentially liable) to the Instructing Solicitors in respect of the same loss that is claimed by the

Instructing Solicitors from the Agent then the Instructing Solicitors will at the Agent's request (and so far as it is able to do so by law) join that person in any proceedings brought against the Agent as soon as reasonably practicable following such request.

- 5.5 The Agent shall not be liable for any loss resulting from accidental damage including without limitation damage to any files, documents or records.
- 5.6 The exclusions and limitations in this part will not operate to exclude or limit any liability for fraud or reckless disregard of professional obligations or liabilities which cannot be lawfully excluded or limited.
- 5.7 The Agent shall hold adequate professional indemnity insurance to cover negligence claims against the Agent and the Agent's liability is limited to the sum as compliant with the terms of the Agent's professional indemnity insurance provisions.
- 5.8 Upon the withdrawal of instructions to act on a case the agent shall raise an invoice for either the Relevant Percentage based upon the costs as drawn or all work done which is charged on an hourly basis and such invoice(s) will be payable as in paragraph [].

6. Billing arrangements and payment of bills

- 6.1 Payment of all fees are the responsibility of the Instructing Solicitors (in its capacity as instructing principal of the Agent) and are payable in accordance with this agreement regardless of any entitlement to have some or all of the Agent's fees paid by a third party. The Instructing Solicitors will remain responsible for discharging any indebtedness to the Agent not paid promptly by any relevant third party.
- 6.2 All bills are subject to VAT at the prevailing rate, where applicable. The Agent will render a VAT invoice only to the Instructing Solicitors.
- 6.3 All bills are due for payment by the Instructing Solicitors within 30 days of the invoice date.
- 6.4 You must prior fund all disbursements. In the event that the Agent pays a disbursement or court fee on behalf of the Instructing Solicitor then such amount is refundable within 14 days of notification.

7. Assignment and third party rights

- 7.1 No person other than a contracting party may enforce any provisions of the Agent's engagement by virtue of the Contracts (Rights of Third Parties) Act 1999. Nothing in such engagement shall confer on any third party any benefit or the right to enforce any term of it.
- 7.2 The Agent reserves the right to assign the benefit and burden of any agreement with the Instructing Solicitors to any person who carries on all, or substantially all, of the business of the Agent in succession.
- 7.3 Subject to paragraph 10.2 neither party shall have the right to assign the benefit or burden of the agreement between the Agent and the Instructing Solicitors without the prior written consent of the other.

8. Termination

- 8.1 The Agent expects to continue to act in any matter on which it has been instructed until the matter is completed. However, either party can bring the engagement to an end at any time on providing the other with 30 days notice in writing, which notice shall be signed by a director or a partner (as appropriate).
- 8.2 If the engagement is terminated, the Instructing Solicitors will be liable for fees and disbursements to the date of termination and for those to which the Agent may already be committed, plus any fees and disbursements for work necessary in connection with the transfer of the matter to another adviser and/or removing the Agent from the court record, as applicable.
- 8.3 Unless agreed otherwise the Agent will not, once an engagement or matter is completed, be responsible for monitoring or notifying the Instructing Solicitors of any relevant deadlines or otherwise whatsoever.

9. Data Protection Act 1998

- 9.1 In relation to and to the extent any personal data is provided to the Agent in the course of any engagement, except as provided in paragraph 14.3, the Instructing Solicitors will be the data controller and the Agent shall operate only as a data processor. The Agent will process such personal data on the Instructing Solicitors' behalf in accordance with its

instructions.

- 9.2 In processing personal data the Agent will comply at all times with the Seventh Data Protection Principle set out in Schedule 1 Part I of the Act ("the Seventh Principle").
- 9.3 If the Agent ceases processing personal data on the Instructing Solicitors' behalf then, to the extent any personal data is retained in compliance with any regulatory, legal or other obligations to which the Agent is subject; the Agent may retain and not destroy such personal data so as to comply with such procedures or obligations, and the Agent will become the data controller under the Act in relation to such personal data.

10. Timings

Any time period mentioned in this agreement in respect of performance by the Agent is an estimate in relation to which time shall not be of the essence save that and for the avoidance of doubt in respect of time for payment of amounts due to the Agent under this agreement time shall be of the essence.

11. Variation

No variation of this agreement will be effective unless recorded in writing and signed by a director of the Agent.

12. Severance of Terms

If all or any part or any individual provision of this agreement is or becomes illegal, invalid or unenforceable in any respect then the remainder of the terms of this agreement will remain valid and enforceable.

13. Definitions

- 13.1 Unless the contrary is indicated the following words and expressions shall have the meaning set opposite them below:

Agent	[], Company Registration Number [], Registered Office [].
Claim	any and all claims arising from (i) one act or omission (ii) one series of related acts or omissions (iii) the same act or omission in a series of related matters or transactions and (iv) similar acts or omissions in a series of related

matters or transactions

Claim

The Agent holds professional indemnity insurance in the sum of £[] for each and every claim. The PI policy is a legal liability insurance that provides cover for claims made against the Agent by a third party arising from a negligent act, error or omission by us occurring in the course of our business and which results in the third party suffering (and being able to demonstrate) a financial loss.

Client Care Letter

the letter provided by the Instructing Solicitors to its client to confirm charging rates and an estimate of fees for the matter which shall be deemed to include any correspondence updating or revising such information as well as any conditional fee agreement or any other form of agreement in connection with the Instructing Solicitors' fees in each case as evidenced on the Instructing Solicitors' file of papers and documents as supplied to the Agent.

CPR

the Civil Procedure Rules 1998

Detailed Assessment

the procedure by which the amount of costs is to be decided by a costs officer in accordance with Part 47 CPR

Instructing Solicitors

the solicitors instructing the Agent in connection with an engagement pursuant to these Terms

loss

loss or damage, direct or indirect, including pure economic loss, loss of property, loss of profit, loss of business and depletion of goodwill

matter or case	a case or other matter upon which at any time the Agent is engaged under these Terms in respect of on behalf of the Instructing Solicitor
Percentage	Schedule []% Bill of Costs []%
Agreement	means in their entirety the terms and conditions set out in this document and []
working day(s)	means a day (other than a Saturday, Sunday or public holiday)

13.2 Paragraph headings shall not affect the interpretation of these conditions.

13.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

13.4 Words in the singular shall include the plural and vice versa.

13.5 A reference to writing or written includes faxes but not e-mail.

13.6 Where the words include(s), including or in particular are used in these terms and conditions, they are deemed to have the words "without limitation" following them and where the context permits, the words other and otherwise are illustrative and shall not limit the sense of the words preceding them.

13.7 Any obligation under these Terms on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.

14. Law

14.1 These Terms and any dispute or claim arising out of or in connection with them or their subject matter, shall be governed by, and construed in accordance with, the laws of England.

14.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms or their subject matter.

I have read and agreed the contents of this agreement. I am duly authorised to sign this agreement.

Signed.....

Date.....

On behalf of.....