



INS Law
Building B, 23 Goodlass Road
Speke
Liverpool
England
L24 9HJ

Private and Confidential

Date:

Our Ref: 100009

Dear Imogen Kennedy

Re: Your application to the Scottish Redress Scheme

Thank you for instructing INS Law. This Client Care Letter sets out important information about how we will act for you, who will deal with your matter, the scope of our work, how we charge, your responsibilities, our responsibilities, and what you should do if you have any concerns about our service.

This letter should be read together with the Conditional Fee Agreement (“CFA”) and its schedules. If there is any inconsistency between this letter and the CFA about the funding of your matter, the CFA will take precedence unless we agree otherwise with you in writing.

1. Our regulatory status

INS Law is a firm of solicitors authorised and regulated by the Solicitors Regulation Authority (“SRA”).

SRA number: 837794

Professional indemnity insurer: Travellers Insurance

Our professional rules require us to act in your best interests, provide you with a proper standard of service, keep your affairs confidential, and give you the best information reasonably possible about the likely overall cost of your matter.

2. Your matter

You have instructed us to advise and assist you in relation to your application to the Scottish Redress Scheme for a financial payment and, where applicable, an apology arising from historical child abuse in care in Scotland.

3. Scope of our work

Our work under this retainer is limited to the work set out in the CFA. In summary, this includes:

1. initial information gathering;
2. completing and submitting application forms;
3. corresponding with the Scottish Redress Scheme;
4. requesting, submitting and retrieving relevant evidence from data holders;
5. reviewing relevant evidence;
6. drafting witness statements;
7. advising you on final decisions from the Scheme;
8. advising you on the statutory waiver;
9. advising and assisting you with the review process, where this is within scope.

4. Work not included

Unless we agree otherwise with you in writing, we are not instructed to advise on or pursue:

1. any civil court claim for damages;
2. any personal injury action, historic abuse civil claim, or claim against an institution or individual;
3. any Criminal Injuries Compensation Authority application;
4. any complaint, regulatory claim, or professional negligence claim;
5. advice to any person other than you, unless that person is expressly named as a client;
6. tax, benefits, welfare rights, financial planning, or investment advice arising from any redress payment;
7. any work after the conclusion of your application, unless separately agreed.

If you ask us to carry out work outside the scope of this retainer, we will explain whether we can assist and, if appropriate, provide separate terms of business or a separate funding agreement before carrying out that work.

5. Who will deal with your matter

Your matter will be supervised by:

Supervisor: Nargis Yasin
Position: Director
Email: n.yasin@inslaw.co.uk
Telephone: 0161 826 9980

The day-to-day conduct of your matter will be handled by a team of Fee Earners, Paralegals, and Caseworkers. We will ensure that your matter is supervised by an appropriately qualified person.

6. What we will do for you

We will:

1. act in your best interests, subject to our professional duties;
2. explain the application process and your options;
3. explain the risks and benefits of applying to the Scottish Redress Scheme;
4. keep you informed about significant developments;
5. communicate with you in plain language;
6. advise you about any offer made under the Scheme;
7. advise you about the statutory waiver before you decide whether to accept an award;
8. advise you about any review or reconsideration process where this is within scope;
9. give you the best information reasonably possible about fees, expenses and funding;
10. treat your information sensitively and confidentially.

7. What we need from you

You agree to:

1. give us clear and honest instructions to the best of your knowledge and belief;
2. provide all information and documents you reasonably can;
3. tell us promptly if your address, telephone number, email address, bank details, or other contact details change;
4. cooperate with reasonable requests for information, records, evidence, identification, or authority forms;
5. tell us about any previous application, payment, civil claim, settlement, waiver, or complaint connected to the abuse or care setting;
6. not deliberately mislead us, the Scottish Government, or the Scottish Redress Scheme;

7. tell us immediately if you wish to stop the application or instruct another solicitor;
8. respond to us as promptly as possible when we ask for instructions.

If you do not provide instructions or information when reasonably required, this may delay your application or affect whether we can continue acting for you.

8. Funding and costs

Your matter is funded under a Conditional Fee Agreement.

This means that, if your application is unsuccessful and the Scottish Redress Scheme makes no offer of a financial award, you will not be responsible for payment of our fees for work within the scope of the CFA. INS Law will absorb the costs associated with pursuing your application.

If you are offered a final financial award and accept it on our advice, you will be responsible for paying the success fee set out in the CFA.

We do not take part in the Scottish Redress Scheme's legal fee provisions and will not seek payment of our legal fees through the Scheme.

9. Success fee

The success fee is set at 100% of our basic charges when the application concludes, subject to the cap in the CFA.

The maximum amount we will charge you is limited to 16% plus VAT of the financial award accepted from the Scottish Redress Scheme, unless the CFA provides otherwise.

We will explain the effect of the success fee before you accept any award.

10. Basic charges and hourly rates

Our basic charges are calculated by reference to the hourly rates set out in Schedule 2 of the CFA.

The current hourly rates are:

Grade of fee earner	Hourly rate
Grade A: Solicitors with over eight years' post-qualification experience	£288.00 plus VAT
Grade B: Solicitors and legal executives with over four years' post-qualification experience	£247.00 plus VAT
Grade C: Other solicitors, legal executives and fee earners of equivalent experience	£200.00 plus VAT
Grade D: Trainee solicitors, paralegals and other fee earners	£142.00 plus VAT

We review our hourly rates annually and will notify you in writing of any change.

You will not usually be required to pay our basic charges if your application is unsuccessful, provided the work remains within the CFA and you comply with your obligations. You may become personally liable for basic charges in the circumstances set out in the CFA, including if you end the agreement before an award is offered, if work falls outside the agreed scope, if you act dishonestly or unreasonably, or if you seriously breach the agreement.

11. Expenses and disbursements

Under the CFA, any ad hoc expenses or disbursements incurred by us in pursuing your application will be covered by INS Law at no additional expense to you, provided they fall within the scope of the CFA.

If any unusual or significant expense arises that is not covered by the CFA, we will discuss this with you before incurring it.

12. VAT

VAT will be added where applicable at the rate in force when the work is carried out or when the charge becomes payable.

13. Payment of any redress award

If a redress payment is made, it will be paid into our client account. We will then deduct the agreed success fee and any sums properly due under the CFA. The balance will be transferred to a bank account in your name and control.

Before making payment to you, we will need evidence of your bank account details and may need to carry out identity, anti-money laundering, fraud prevention, or source-of-funds checks.

14. Client money and interest

Any money we hold for you will be held in our client account in accordance with the SRA Accounts Rules.

Our policy on interest is as follows: [insert firm's client account interest policy]. We will account to you for interest where required by our policy and the applicable professional rules.

15. Likely timescale

The time required to complete a Scottish Redress Scheme application can vary significantly depending on factors including:

1. how quickly you provide instructions and information;
2. how quickly record holders respond to requests;
3. the volume and complexity of evidence;
4. the Scheme's processing times;
5. whether further evidence is required;
6. whether there is a review or reconsideration process.

We will update you about significant developments and any material delay.

16. Advice on the statutory waiver

If the Scottish Redress Scheme makes you an offer, you may be required to sign a statutory waiver before accepting payment. Signing a statutory waiver may prevent you from bringing or continuing certain civil claims connected with the abuse or care setting covered by the waiver.

We will advise you before you decide whether to accept an award and sign any waiver. You should not sign any waiver until you have received and understood legal advice.

17. Alternative funding and other options

Before entering into the CFA, you should consider whether any other funding options may be available to you, including legal expenses insurance, trade union assistance, other third-party funding, legal aid where available, or free/pro bono advice.

You may also choose not to instruct us or to seek advice from another solicitor before signing the CFA.

18. Ending this retainer

You may end your instructions to us at any time by giving us written notice.

You have a right to cancel the CFA in the circumstances set out in Schedule 3 of the CFA. If you cancel within the applicable 14-day cancellation period, you will pay nothing.

If you end the agreement after the cancellation period and before you are offered a financial award, or if you instruct another solicitor, you may become liable for our basic charges in the circumstances set out in the CFA.

We may stop acting for you where we have good reason, including if:

1. you do not keep to your responsibilities;
2. you fail to provide instructions or information;
3. you ask us to act improperly or unreasonably;
4. you deliberately mislead us;
5. there is a conflict of interest;
6. we consider that your application has insufficient prospects or cannot properly be pursued;
7. we can no longer act for you professionally.

If we stop acting, we will explain the reason where we are able to do so and will give you reasonable notice where appropriate.

19. Death or loss of capacity

If you die or lose capacity before the application is concluded, we will pause work and consider what steps may lawfully and properly be taken.

We may need to take instructions from a personal representative, legal representative, guardian, nominated beneficiary, attorney, deputy, or other authorised person. Any continued work may require a new or amended agreement.

20. Confidentiality

We will keep your information confidential unless disclosure is authorised by you, required for the proper conduct of your matter, required by law, required by our professional obligations, or otherwise permitted under the applicable rules.

Your matter may involve highly sensitive personal information. We will treat this information with care and will only use or share it where necessary and lawful.

21. Data protection and privacy

We will process your personal data for the purposes of advising you, preparing and progressing your application, obtaining records, corresponding with relevant bodies, complying with legal and regulatory obligations, and managing our relationship with you.

We may need to share relevant information with the Scottish Government, the Scottish Redress Scheme, record holders, independent law firms providing award or waiver advice, experts, regulators, auditors, insurers, and other organisations where reasonably required for your matter.

Where independent legal advice is required or considered appropriate, including advice concerning any financial award or statutory waiver under the Scottish Redress Scheme, you authorise us to provide your application papers, records, witness statements, correspondence, personal data and special category personal data to an independent Scottish solicitor or law firm for the purpose of obtaining such advice.

Further information is set out in our Privacy Notice, which is available on our website www.inslaw.co.uk or as annexed to the Conditional Fee Agreement.

22. Identity checks, anti-money laundering and fraud prevention

We are required to comply with anti-money laundering, financial crime, fraud prevention, and identity verification obligations. We may ask you to provide proof of identity, proof of address, bank account evidence, or other information.

We may use electronic verification systems where appropriate. If we cannot complete required checks, we may be unable to act for you or release funds to you.

23. Equality, diversity and reasonable adjustments

We are committed to providing our services in a way that is accessible and respectful.

Please tell us if you require any reasonable adjustments or if there is anything we can do to help you communicate with us, understand documents, attend meetings, or provide instructions.

24. Communication

We will usually communicate with you by [email/telephone/post/text/secure portal], unless you ask us to use another method and it is reasonable for us to do so.

Please note that email and electronic communication may not be completely secure. If you have concerns about electronic communication, please tell us.

You should tell us immediately if you receive any unexpected request to pay money, change bank details, or send funds to a different account. We will not notify you of changes to our bank details by email alone.

25. File storage and documents

At the end of your matter, we will retain your file in accordance with our file retention policy.

Our current retention period is 6 years.

After that period, we may securely destroy the file unless we have agreed otherwise with you in writing. We may retain some documents for longer where required for legal, regulatory, insurance, audit, or compliance reasons.

26. Complaints

We are committed to providing a high standard of service. If you are unhappy with our service, our charges, or how your matter is being handled, please contact us as soon as possible.

Complaints contact: Jamie Kelly

Email: casemanagement@inslaw.co.uk

Telephone: 0161 888 0834

Address: INS Law, Building B, 23 Goodlass Road, Speke, Liverpool, L24 9HJ

We will provide a copy of our complaints procedure on request. We will acknowledge your complaint and aim to resolve it promptly. We will provide our final response within eight weeks of receiving your complaint.

If we are unable to resolve your complaint, or if we have not resolved it within eight weeks, you may have the right to complain to the Legal Ombudsman.

The Legal Ombudsman usually expects complaints to be referred:

1. within six months of the date of our final written response to your complaint;
and
2. no later than one year from the date of the act or omission complained about;
or
3. no later than one year from when you should reasonably have known there was cause for complaint.

The Legal Ombudsman's general enquiries telephone number is 0300 555 0333. You should check the Legal Ombudsman's current contact details before submitting a complaint.

The Legal Ombudsman deals with complaints about service. If your concern relates to professional misconduct, dishonesty, misuse of client money, or a regulatory issue, you may also be able to report the matter to the Solicitors Regulation Authority.

27. Assessment of costs

You may have the right to apply to the court for assessment of our costs, including our success fee. If you are considering doing so, you may wish to take independent legal advice.

28. Limitation of advice

Our advice is limited to the laws of England and Wales, except where we expressly agree otherwise. The Scottish Redress Scheme is a Scottish statutory scheme. Where specialist Scottish law advice or independent advice is required, we will tell you and may recommend that separate advice is obtained.

We do not provide tax, benefits, financial planning, investment, welfare rights, or civil litigation advice under this retainer.

29. Agreement to these terms

Please read this letter, the CFA, and all schedules carefully. You should only sign the CFA if you understand and agree to the terms.

Please sign and return the the following documents that have been sent to you via e-signature software to confirm that you agree to the terms on which we will act for you., as follows:

1. Conditional Fee Agreement
2. Letter of Authority
3. Part 1 Form
4. Part 3 Form

Yours sincerely,

INS Law