



**CLIENT CARE LETTER & PRIVATE CONDITIONAL FEE AGREEMENT**  
**(Scottish Redress Scheme Application – Private Funding)**

Our Ref:

Date:

Please reply to: matt.bell@mmalegal.co.uk

Dear

Thank you for instructing us in relation to a potential application to the Scottish Redress Scheme.

This letter:

- confirms the basis on which we will act for you;
- explains the funding options available;
- sets out your rights and our responsibilities; and
- forms a legally binding Conditional Fee Agreement between you and MMA Legal Limited.

**Please read this document carefully before signing.**

**1. IMPORTANT – YOUR FUNDING OPTIONS**

The Scottish Government operates a statutory legal fees scheme under which participating solicitors may receive up to £2,000 plus VAT for providing legal advice and assistance in connection with a Redress Scotland application.

You are entitled to:

- apply to the Scottish Redress Scheme without a solicitor; or
- instruct a solicitor who participates in the Scottish Government legal fees scheme.

We confirm that MMA Legal Limited does not operate under that statutory legal fees scheme and will not apply for or accept the prescribed legal fee in relation to your application.

If you instruct us, you are choosing private legal representation under this Conditional Fee Agreement.

Before entering this agreement, we have explained:

- the likely value range of your potential application (based on current information);
- the work involved in preparing a fully supported application;
- how our charges compare to the government-funded option.

You confirm that you consider this private arrangement proportionate and appropriate for your circumstances.

We cannot and do not guarantee any particular outcome or level of redress. The Scottish Redress Scheme operates on a discretionary basis.

## **2. EXPLICIT VULNERABILITY SAFEGUARD**

We recognise that applications to the Scottish Redress Scheme often involve sensitive and distressing matters. If at any stage you require additional time, explanation, or support in understanding this agreement or the process, please let us know. You are under no obligation to proceed until you feel comfortable doing so.

## **3. ELECTION OF PRIVATE REPRESENTATION**

By signing this agreement, you confirm that:

- You understand you may apply without a solicitor.
- You understand you may instruct a solicitor under the Scottish Government £2,000 scheme.
- You understand we do not operate under that scheme.
- You understand this is a private agreement and legal fees may reduce the amount of redress you receive.
- You freely and voluntarily choose to instruct us without pressure or obligation.

## **4. SCOPE OF WORK**

This agreement covers:

- Advice on eligibility for the Scottish Redress Scheme
- Assistance with gathering and reviewing evidence
- Preparation and submission of your application
- Correspondence with Redress Scotland
- Advice on any offer made under the Scheme
- Advice in relation to the statutory waiver
- Advice on reconsideration or review within the Scheme

This agreement does not cover civil court proceedings.

If an offer of redress is made, we will explain in plain English the legal effect of the statutory waiver, including how accepting an award may affect your ability to pursue civil proceedings relating to the same matters. You will never be required to accept an offer without fully understanding its consequences.

## **5. OUR FEES**

### **5.1. When You Pay**

You pay nothing if:

- your application is unsuccessful; or
- you withdraw your application on our advice.

If your application is successful and you receive a redress payment, you agree to pay:

- our basic charges (calculated by reference to time spent); and
- a success fee.

## 5.2. Basic Charges

Our basic charges are calculated by reference to time spent on your matter.

Time is recorded in units of 6 minutes.

Our current hourly rates are:

|                               |            |
|-------------------------------|------------|
| Partner/Director              | £300 + VAT |
| Solicitor (8+ years PQE)      | £300 + VAT |
| Solicitor (4+ years PQE)      | £255 + VAT |
| Solicitor (Under 4 years PQE) | £218 + VAT |
| Paralegal                     | £150 + VAT |

VAT is charged at the rate applicable when the work is carried out.

Our hourly rates are reviewed periodically and may increase in line with market conditions or guideline rates. You will be notified in writing of any change. Any change will apply only to future work and not retrospectively.

Any increase will not affect work already carried out and will not increase the agreed 20% cap.

You may request a copy of your time record at any time.

## 5.3. Success Fee

If your application is successful, a success fee will be payable.

The success fee is calculated as 100% of our basic charges.

## 5.4. Fee Cap

The total amount payable (basic charges plus success fee, inclusive of VAT) is capped at no more than 20% of the gross redress payment you receive.

This cap is a maximum limit only.

Fees are calculated by reference to time spent, not as a percentage of compensation.

You will never pay more than this agreed cap.

You acknowledge that legal fees will be deducted from your redress payment only if your application is successful.

## 6. WHAT YOU WILL NEVER PAY

You will not:

- pay any fee if your application is unsuccessful;
- pay more than the agreed 20% cap inclusive of VAT;
- be charged both under this agreement and under the statutory legal fees scheme.

## 7. **TERMINATION**

You may end this agreement at any time.

If you terminate this agreement against our advice before conclusion and a redress payment is subsequently obtained substantially arising from work we have carried out, we may be entitled to recover our basic charges in accordance with this agreement.

We will first discuss your reasons for termination before seeking recovery.

We may end this agreement only for good reason.

## 8. **YOUR RIGHT TO CANCEL (14 DAYS)**

**(Right to Cancel Within 14 Days)**

**Important: Your Right to Cancel**

You have the right to cancel your agreement with us within 14 days of signing it.  
You do not need to give any reason for cancelling.

If you cancel within 14 days:

- You will not be charged any legal fees; and
- We will stop acting for you immediately.

To cancel, you can:

- Email us at: [admin@mmalegalsolicitors.co.uk](mailto:admin@mmalegalsolicitors.co.uk)
- Write to us at: 43-59 Princes Street, Stockport, SK1 1RY
- Or complete and return the form below.

### **CANCELLATION NOTICE**

|                                                                                              |                                                                                    |
|----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| Firm Name                                                                                    | MMA Legal Limited                                                                  |
| Firm Email                                                                                   | <a href="mailto:admin@mmalegalsolicitors.co.uk">admin@mmalegalsolicitors.co.uk</a> |
| Firm Address                                                                                 | 43-59 Princes Street, Stockport, SK1 1RY                                           |
| Agreement Date                                                                               |                                                                                    |
| I hereby give notice that I cancel my agreement relating to my Scottish Redress application. |                                                                                    |
| Client Name                                                                                  |                                                                                    |
| Address                                                                                      |                                                                                    |
| Signature (if sending by post)                                                               |                                                                                    |
| Date                                                                                         |                                                                                    |

What Happens After Cancellation

Once we receive your cancellation notice:

We will confirm receipt in writing.

If you asked us to begin work during the 14-day period and later cancel, no fee will be payable unless you subsequently receive a redress payment substantially arising from work carried out by us.

**9. EARLY WORK CONSENT**

I request that the Firm begin work before the 14-day cancellation period expires.

I understand my cancellation rights remain.

**10. COMPLAINTS PROCEDURE**

We are committed to providing a high standard of service.

If you are unhappy with any aspect of our work, please raise your concerns in writing to Matthew Bell.

Our complaints procedure is available on request and on our website at <https://mmalegalsolicitors.com/complaints-procedure/>

We will investigate your complaint in accordance with our written complaints procedure (available on request).

If we are unable to resolve your complaint internally, you may refer the matter to the Legal Ombudsman within the applicable time limits.

You may also have the right to apply to the court for assessment of our bill under the Solicitors Act 1974.

**11. IDENTITY VERIFICATION**

We are required by law to verify your identity before acting for you. We may request photographic identification and proof of address to comply with anti-money laundering regulations.

**12. CLIENT MONEY**

If we hold money on your behalf, we will account to you for a fair sum in lieu of interest in accordance with regulatory requirements. No interest will be payable where the calculated sum is £20 or less.

**13. FILE RETENTION**

We retain client files for six years from conclusion of your matter, after which they may be securely destroyed unless you request otherwise.

**14. FINAL CONFIRMATION**

Before signing

- I understand I could apply without a solicitor.
- I understand a government-funded legal option exists.
- I understand this is a private agreement.
- I understand fees are capped at 20% inclusive of VAT.
- I understand there is no guarantee of outcome.
- I understand the statutory waiver will be explained before I accept any award.
- I understand my 14-day cancellation rights.

You confirm you have been given sufficient time to consider this agreement and have not been required to sign immediately.

| Signed by Client |                       |
|------------------|-----------------------|
| Name             |                       |
| Date             |                       |
| Print Name       |                       |
| Signature        | <i>Archibald Quay</i> |

| Signed for and on behalf of MMA Legal Limited |                    |
|-----------------------------------------------|--------------------|
| Name                                          | Matthew Bell       |
| Date                                          |                    |
| Position                                      | Solicitor Director |
| Signature                                     |                    |

### **DEED OF AUTHORITY & CONSENT**

| THIS DEED is made on the date of signature below by (the “Client”) |  |
|--------------------------------------------------------------------|--|
| Full Name:                                                         |  |
| Date of Birth:                                                     |  |
| Previous Names (if any):                                           |  |
| Current Address:                                                   |  |

|                                                   |  |
|---------------------------------------------------|--|
| Previous Addresses (relevant to care placements): |  |
| CHI / NHS Number (if known):                      |  |

| IN FAVOUR OF (the “Representative”) |                                 |
|-------------------------------------|---------------------------------|
| Firm Name:                          | MMA Legal                       |
| Address                             | 43-59 Princes Street, Stockport |
| Postcode                            | SK1 1RY                         |
| Email                               | admin@mmalegalsolicitors.com    |
| Telephone Number                    | 0330 341 3679                   |
| CHI / NHS Number (if known):        |                                 |

## 1. **STATUS AND CONSTRUCTION**

- 1.1. This Deed is executed as a deed and constitutes valid written authority for the purposes of:
  - 1.1.1. UK GDPR
  - 1.1.2. Data Protection Act 2018
  - 1.1.3. Common law confidentiality
  - 1.1.4. Any related statutory, regulatory or supervisory framework
- 1.2. This Deed shall be interpreted purposively and broadly to give full effect to the Client’s intention that all personal data and Records relating to them be disclosed to the Representative, subject only to lawful statutory restriction.
- 1.3. This Deed is intended to provide clear and comprehensive authority for disclosure of the Client’s personal data.

## 2. **APPOINTMENT**

- 2.1. The Client appoints the Representative to act fully on their behalf in connection with:
  - 2.1.1. An application to Redress Scotland;
  - 2.1.2. Any review, reconsideration or appeal;
  - 2.1.3. Evidence gathering and submission;

2.1.4. Any associated advisory, compensatory or restorative process.

2.2. Requests made by the Representative shall be treated as made personally by the Client.

### **3. SCOPE OF AUTHORITY**

3.1. This Authority applies to all public and private bodies including (without limitation):

3.1.1. Local Authorities and Councils

3.1.2. NHS Boards and GP Practices

3.1.3. Health & Social Care Partnerships

3.1.4. Integration Joint Boards

3.1.5. Religious bodies and orders

3.1.6. Residential and foster care providers

3.1.7. Education authorities and schools

3.1.8. Government departments

3.1.9. Archive services

3.1.10. Insurers holding historical liability files

3.1.11. Successor, merged or restructured public bodies

3.2. The Authority applies whether Records are:

3.2.1. Archived, microfiche, digitised or handwritten;

3.2.2. Stored off-site by contractors;

3.2.3. Held by dissolved or reconstituted institutions;

3.2.4. Transferred following statutory reorganisation.

3.3. The Client requests that records not be withheld solely on administrative grounds such as archival storage or institutional restructuring including, for example:

3.3.1. The institution has closed or restructured;

3.3.2. Records are archived or require manual retrieval;

3.3.3. Records are held by insurers or successor bodies;

3.3.4. Retrieval involves time or administrative burden.

### **4. SPECIAL CATEGORY DATA – EXPLICIT CONSENT**

4.1. For the purposes of Article 9 UK GDPR and Schedule 1 Data Protection Act 2018, the Client gives explicit consent to disclosure of all special category data including:

- 4.1.1. Physical and mental health records
- 4.1.2. Psychiatric and psychological reports
- 4.1.3. Therapy and counselling notes
- 4.1.4. CAMHS records
- 4.1.5. Social work and safeguarding files
- 4.1.6. Ethnicity or religious data where recorded

This includes all NHS and private medical providers.

This explicit consent may be withdrawn at any time by written notice.

## **5. CRIMINAL OFFENCE DATA – EXPLICIT CONSENT**

5.1. For the purposes of Article 10 UK GDPR and Schedule 1 Data Protection Act 2018, the Client gives explicit consent to disclosure of:

- 5.1.1. Criminal offence data
- 5.1.2. Police investigation material
- 5.1.3. Child protection investigations
- 5.1.4. Statements and intelligence logs
- 5.1.5. Outcome decisions

including records held by:

- 5.1.6. Police Scotland
- 5.1.7. Any predecessor Scottish police force
- 5.1.8. Prosecuting authorities.

## **6. THIRD-PARTY DATA AND REDACTION**

- 6.1. The existence of third-party data shall not justify refusal to disclose the Client's personal data.
- 6.2. Where necessary, redaction shall be limited strictly to third-party information.
- 6.3. Mixed data shall be disclosed in redacted form rather than withheld in entirety.

## **7. PROPORTIONALITY AND REASONED DECISION-MAKING**

7.1. Any refusal, limitation or redaction must:

- 7.1.1. Identify the specific statutory exemption relied upon;

- 7.1.2. Explain how that exemption applies to the particular Record;
- 7.1.3. Confirm why partial disclosure is not possible;
- 7.1.4. Be communicated in writing.
- 7.2. Blanket refusal without statutory justification may not satisfy statutory obligations under applicable data protection legislation.
- 7.3. Any reliance upon “disproportionate effort” must provide written reasoning demonstrating why staged disclosure or redaction is not feasible.

## **8. VALIDITY AND FORMAL REQUIREMENTS**

- 8.1. This Deed remains valid for 24 months from execution unless withdrawn in writing.
- 8.2. Disclosure shall not be refused because:
  - 8.2.1. An internal template form has not been used;
  - 8.2.2. The Authority is considered “out of date” within internal policy;
  - 8.2.3. Additional consent is sought beyond reasonable identity verification.
- 8.3. Any organisation acting in good faith reliance upon this Deed shall be fully discharged in making disclosure.

## **9. REGULATORY AND STATUTORY RIGHTS**

In the event of non-compliance, refusal, or unreasonable delay in responding to a lawful request made under this Deed, the Client and/or the Representative reserve the right to pursue any statutory or regulatory remedies available under applicable law.

This may include raising concerns with the relevant supervisory authority or regulator where appropriate.

Nothing in this Deed limits the Client’s rights under the UK GDPR, the Data Protection Act 2018, or any other applicable statutory framework.

Withdrawal shall not invalidate disclosures already made in reliance upon this Deed.

## **EXECUTION AS A DEED**

Signed and delivered as a Deed by the Client:

|            |                        |
|------------|------------------------|
| Signature  | <i>Archibald Queay</i> |
| Print Name |                        |
| Date       |                        |

| Witness    |  |
|------------|--|
| Name       |  |
| Address    |  |
| Occupation |  |
| Signature  |  |
| Date       |  |