



A division of SRM



Security Risk
Management Ltd

Standard terms of engagement

In this document the terms “we”, “us” and “our” refer to Cyber Forensics, its agents and employees. The terms “Instructing person(s)” and “you” refer to the Client.

Obligation of the Instructing Persons

1. Provide instructions in writing or confirm verbal instructions in writing as soon as practicable, where timescales require verbal instructions to be acted upon.
2. Deal promptly with every reasonable request by us for authority to obtain any information and documents deemed by us necessary to fulfil your instructions.
3. Give prompt written notification of every meeting, hearing, trial or other appointment at which our attendance will be required.
4. Not alter or permit others to alter any of the reports produced by us.
5. Notify us in writing 7 days before disclosure of our report is to be made, so final checks to update the report can be made by us before the report is disclosed.
6. The instructing persons will provide us with all the documents relevant to the case and in particular:-
 - a. notify us of what the defendant is charged with;
 - b. notify us what defence, if any, the defendant is relying on;
 - c. give us the defendant's statement;
 - d. give us witness statements for the prosecution and defence (or summaries);
 - e. give us reports of the expert witnesses for both the prosecution and the defence;
 - f. give us any other relevant documents;
 - g. any applicable computer based materials contained on any type of media, for example, optical cartridges, CD ROMs, containing copies of computer data.

Obligations of the Expert

As the expert we will:-

1. use reasonable skill and care in the performance of instructions given to us;
2. act with objectivity and independence with regard to our instructions and in the event of a conflict between our duties to your clients and to the court, hold our duties to the court paramount;

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3. undertake only those parts of a case in respect of which we consider we have adequate qualifications and experience;
4. promptly notify the instructing persons of any matter (including a conflict of interest or lack of suitable qualifications and experience) which would disqualify us or render it undesirable for us to have continued involvement in the case;
5. use all reasonable endeavours to make ourselves available for all meetings, hearings, trials and other appointments of which we have received adequate written notice;
6. not without good cause discharge ourselves from the appointment as expert;
7. preserve confidentiality save as expressly or by necessary implication authorised to the contrary;
8. not negotiate with another party or adviser unless specifically authorised by the instructing persons to do so. For avoidance of doubt this does not apply to any order of a court or tribunal.
9. inform in writing our intention to act on verbal instructions where we feel written confirmation should have been received.

Intellectual Property Rights

The rights of ownership in respect of all documents, photographs negatives, video recordings, models, computer based information on any type of media and other original work created by us shall remain vested in us unless otherwise agreed in writing.

Fees

Our fees are based upon the degree of responsibility and skill involved and the time necessarily occupied on the work. Unless otherwise agreed, you will be charged separately for each class of work required.

Any necessary mileage will be charged at the Inland Revenue Rates applicable at the date of engagement. The current rate is 40p per mile.

Copies of receipts will be provided should they be requested.

Our accounts are subject to VAT at current rates.

Invoices for work done will be tendered at appropriate times.

Initial Review of Cases

We are prepared on request to undertake an initial review of any case in which instructing solicitors/persons consider that we may be able to assist. We are prepared to set out in writing how we may be able to help and to give an indication of our likely fee. In legal aid cases, we will provide a costed programme of work in a form suitable for production to the Legal Services Commission for prior authority.

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Our time spent on that initial review is costed in the fee indicator or the costed programme of work.

If circumstances require it we will undertake a fixed fee preliminary examination of a computer and provide a written preliminary report. Following this we can make suggestions as to the best course of action and provide an estimate for work required.

Legal Services Commission Funded Cases

In cases where our fees are to be funded by the Legal Services Commission, we will provide a costed programme of work and require you to obtain its approval (prior Authority) by the Legal Services Commission. We wish to receive a copy of the Form of Approval before any work is undertaken.

We reserve the right to approach the Legal Services Commission through you for prior approval of fees to complete the work, or to undertake additional work, should this prove necessary.

Where a fee has been agreed in advance and extra work is undertaken at your request we reserve the right to invoice the full cost of our fees.

Irrespective of when or indeed if instructing solicitors/persons receive payment from the Legal Services Commission, our fees shall be paid within 30 days of the date of our invoice.

Instructing persons will apply promptly to the Legal Services Commission for interim payments of our fees and disbursements as invoiced and will remit promptly to us all such payments received.

Instructing persons will also use their best endeavours to ensure that:

1. our personal expenses are paid on account;
2. where taxation/assessment of costs is necessary, it will be applied for, pursued or defended (as appropriate) in a timely manner; and
3. our reasonable fees and disbursements are recovered in full by way of the Legal Services Fund.

Privately Funded Cases

In privately funded cases, the instructing persons will at all times ensure that they have funds to discharge and that they do promptly discharge our fees and disbursements within 30 days of the date of invoice, unless specifically agreed otherwise. We remind you that you remain liable to pay our invoice even if your client has not paid you. Our full fees are to be paid irrespective of the outcome of any taxation of costs.

We reserve the right to charge interest at 4% above Lloyds Bank base rates on overdue amounts from the date of the invoice.

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Secondment to the Court

The instructing persons will at all times remain liable for our fees when we have been seconded to the Court during a case where we were originally instructed by them and where the Court has refused to pay our fees. In the event that the Court pays part of our fees, but not the full amount requested (and in accordance with these terms), then we reserve the right to obtain any shortfall from those instructing us.

Consent

You hereby expressly consent to us carrying out the computer forensic analysis and any other request and you agree to obtain all necessary consents from all subjects of analysis and your clients for us carrying out our work.

In view of the nature of this work, we must ask that you agree not to take any action against SRM or its Directors or staff who may be involved in carrying out this work if any breaches of the civil or criminal law (or laws or regulations of any jurisdiction outside the UK) arise from our carrying out our work in accordance with the agreed work programme. We will ensure that we do not breach and legal or confidentiality requirements and would expect you to protect all information provided by us in the course of our enquiries. You agree not to hold SRM or any of our suppliers that we use for our work responsible or liable for any loss, damage, expenses or claims incurred by you as a result of our work. Further, you agree to indemnify us against any loss, damage or expenses that we may incur by reason of claims, actions, demands or proceedings brought against us by third parties arising out of or in connection with our work, save where such loss, damage or expenses are caused by our breach of the agreed work programme.

Once they have been agreed these terms will remain effective until replaced.

Signed: Date:

Mr Brian Fenwick
Director of Forensics
For and on behalf of
Cyber Forensics (A division of Security Risk Management Ltd)
Proposal Number:
CF Case Reference:

The above Terms and Conditions are agreed:

Signed: Date:

Print Name:

Position:

Firm:

Client Case Reference:

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