

# MARSH

## *Client Selection & The Retainer*

*Gary Thompson  
Managing Director  
Ulster Insurance Services Ltd  
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Marsh & McLennan Companies

# *Client Selection*

**Luxury or Necessity?**

**Pick the best**

**and**

**Leave the rest**

# *Client Selection*

**Integral part of Firms Risk Management process**

**Inter-linked with case screening criteria**

# *Client Selection*

## **Points to consider:**

- 1. Process/criteria should be documented**
- 2. Requires to be communicated, understood and adhered to by all Client facing Staff**

# *Client Selection*

## **Suggested checklist:**

- 1. Identity of Client**
- 2. Conflicts**
- 3. Do you have the expertise?**
- 4. Do you have the capacity?**
- 5. Does the prospective Client have a case?**
- 6. Ability to pay**

# *Client Selection*

## **Suggested checklist continued:**

- 7. Match the right Lawyer to the Client**
- 8. The travelling Client**
- 9. Do not ignore suspicious, criminal or fraudulent activity**
- 10. Do not ignore first impressions**
- 11. The phantom Client**
- 12. Friends and family**

# *Client Selection*

**What can happen when you get it wrong**

# *Client Selection*

## **Aspirational Client**

# *Client Selection*

## **Non-engagement Letter:**

- 1. Issue promptly**
- 2. Confirm you will not be acting and state reasons why**
- 3. Confirm there is no Solicitor/Client relationship**
- 4. Return all documents**
- 5. Point out any time bar issues and any urgent action that might be required**

# *Client Selection*

## **Non-engagement Letter continued:**

- 6. Advise the Client that they may wish to seek other legal advice**
- 7. Do not express a view on the merits of the case**
- 8. Confirm acknowledgement of receipt of the non-engagement letter by the Client is his/her receipt**

# *The Retainer*

**The relationship of Solicitor and Client is primarily a contractual one and, as with any contractual Relationship, a Solicitor's retainer is governed by the Terms of the Contract agreed with his or her Client.**

# *The Retainer*

## **Key Features:**

### **1. General**

- ↓ **clear and concise – avoid “legalise”**
- ↓ **acknowledgement and acceptance of Client terms**
- ↓ **any changes must be in writing**

# *The Retainer*

## **Key Features continued:**

### **2. Parties**

- ↓ identify the Client**
- ↓ Identify all other parties**
- ↓ explain privilege if there are multiple Clients**
- ↓ if consent has been given to waive privilege – set out terms**

# *The Retainer*

## **Key Features continued:**

### **3. Objectives and Strategy**

- ↓ identify objectives and strategy**
- ↓ outline scope of representation**
- ↓ identify what investigations you propose to make**
- ↓ explain the ambit of your proposed legal analysis**
- ↓ key steps in representation**
- ↓ Estimate time frame and emphasise any critical points in time**

# *The Retainer*

## **Key Features continued:**

### **4. Client Contact**

- ↓ **detail lines of communication**
- ↓ **confirm type of reporting**

# *The Retainer*

## **Key Features continued:**

### **5. Responsibilities**

- ↓ **identify areas of responsibility within the firm**
- ↓ **confirm mechanism for instructing third parties**
- ↓ **explain and confirm delegation**

# *The Retainer*

## **Key Features continued:**

### **6. Client property/investment funds**

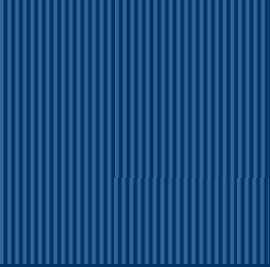
- ↓ identify property held and confirm arrangements for safekeeping**
- ↓ confirm investment of any funds being held in trust**

# *The Retainer*

## **Key Features continued:**

### **7. Fees and Expenses**

- ↓ **identify basis of fees**
- ↓ **where appropriate give a costs estimate**



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