

Terms and Conditions of Service: Interview Recording, Legal Privilege, and Liability

This document sets out the Terms and Conditions relating to the recording of interviews, confidentiality, legal privilege, liability, and data protection. By participating in or engaging, either directly or indirectly, with **4RIIS**, you confirm that you have read, understood, and agreed to the terms below.

1. Recording of Witness Interviews

1.1. Interviews may be audio and/or video recorded for the purposes of:

- Monitoring and quality assurance;
- Dispute resolution;
- Evidentiary use, where applicable.

1.2. By participating in an interview, you acknowledge and consent to such recordings. If you do not consent, you must notify us in writing prior to the interview.

1.3. Recordings will be securely retained for **seven (7) years** from the date of the interview, unless retained longer due to ongoing legal proceedings or regulatory obligations. After this period, they will be permanently deleted.

1.4. All recordings are stored on a secure cloud platform protected by two-factor authentication.

1.5. Communications relating to your case may be sent via email or post to the agreed parties only.

2. Legal Professional Privilege

2.1. Where an interview is conducted under the supervision of a qualified solicitor or Direct Access Barrister authorised to conduct litigation, the information disclosed may be subject to legal professional privilege in accordance with the **Legal Services Act 2007** and relevant case law.

2.2. Legal privilege applies only when:

- A legal professional is engaged for the purpose of providing legal advice or supporting litigation; and
- The communication is made in connection with that legal purpose.

2.3. The validity of a claim to legal professional privilege may be subject to verification. 4RIIS reserves the right to request proof of the supervising legal professional's qualifications and authorisation.

3. Direct Instruction by Litigants in Person (LiPs)

3.1. Where interviews are arranged by a Litigant in Person without legal supervision:

- Legal professional privilege **does not** apply;
- Communications and recordings may not be protected under laws of confidentiality or privilege;
- 4RIIS accepts no responsibility for the safeguarding of legally privileged or sensitive information in these cases.

3.2. Participants are **strongly encouraged** to obtain independent legal advice if they require assurance regarding confidentiality and privilege.

4. Confidentiality

4.1. All interview recordings and associated documentation will be treated as confidential, subject to the following exceptions:

- Where disclosure is required by law;
- With the written consent of the participant;
- Where disclosure is necessary for dispute resolution, regulatory or professional compliance;
- Where disclosure is required to prevent imminent and serious harm to the participant or others (e.g., to emergency services).

5. Limitation of Liability

5.1. To the fullest extent permitted by law, 4RIIS shall not be liable for:

- Any loss, damage, or expense arising from reliance on interview content;
- Any breach of confidentiality or privilege where legal protections do not apply.

5.2. This limitation of liability does **not** exclude liability for:

- Death or personal injury caused by negligence;
- Fraud or fraudulent misrepresentation;
- Any other liability which cannot be lawfully excluded.

5.3. **Legal Advice Disclaimer:** 4RIIS does **not** provide qualified legal advice. Any discussions of legal issues must not be interpreted as legal advice. Liability is not accepted under these Terms and Conditions.

5.4. **Psychological Advice Disclaimer:** Although 4RIIS may provide general psychological insight, any engagement regarding personal or mental health concerns must not be construed as qualified psychological advice. No liability is accepted under these Terms and Conditions.

6. Data Protection and Access Rights

6.1. All personal data, including recordings, will be processed in accordance with the **UK General Data Protection Regulation (UK GDPR)** and the **Data Protection Act 2018**.

6.2. You have the right to request:

- Access to your personal data;
- Rectification of inaccurate data;
- Erasure of personal data, subject to legal and regulatory obligations.

6.3. **Data Security:** All statements, recordings, and associated documents will be digitally scanned and securely stored on a cloud platform using two-factor authentication.

7. Missed Sessions Policy

You agree that you may be charged the full agreed rate for any sessions missed without providing at least **24 hours' notice**, in accordance with prior agreements and any relevant professional or legal standards.

8. Questions and Contact

Any questions relating to these Terms and Conditions should be directed to the **Director of 4RIIS**.

9. Agreement

By signing below, you confirm that you have read, understood, and agreed to abide by the above Terms and Conditions of Service.

Participant Name: _____

Signature: _____

Date: _____