



Image courtesy of - www.SaraSherwood.co.uk

MILES & PARTNERS LLP TERMS AND CONDITIONS OF ENGAGEMENT

The following Terms of Engagement apply to all work carried out by Miles & Partners LLP except as otherwise agreed. The expression “we”, “us”, and “our” refer to Miles & Partners LLP and “you” and “your” refer to our client. These Terms of Engagement will apply to any services which we provide to you and will usually be supplemented by letter dealing amongst other things with the specific services to be provided and the fees payable.

These Terms of Engagement may be revised from time to time and a copy will be sent to you to replace these, and the revised Terms of Engagement will apply from the date you receive them. You are of course free to terminate the arrangement between us if you do not accept the revised Terms of Engagement.

Please contact us if you would prefer a version in large print.

1. Our Services

Scope of our Services

The scope of the services we have agreed to provide for you in any matter will be agreed between us and confirmed in our Client Care Letter. You agree that you do not require us to provide you advice or further services in relation to any aspect outside of the scope of the services so agreed.

Joint Instructions

Where we are jointly instructed by you and another client to act in a matter, we will assume that either of you are authorised to give us instructions, unless either of you advise us otherwise. In addition, as matters progress, we may need to act on instructions of other people from whom we consider it is reasonable to take instructions in order to progress the matter within the timescales set. Unless informed of any change, we will assume that this remains the case until our work is completed.

Provision of Information

To assist us in carrying out the work as efficiently as possible, you will need to ensure that all information provided is to the best of your knowledge complete, accurate and up to date. You should also notify us of any changes or variations to that information which may arise after the date it is passed to us and of any new circumstances that might be relevant to the work we are undertaking.

2. Responsibility for Work

The name of the person who will carry out most of the work in this matter and, if different, the partner with overall responsibility for your matter will be confirmed in our Client Care Letter.

They may from time to time, be assisted by other members of our team i.e. trainees, paralegals etc. However, you will be notified of this either in the Client Care Letter or in writing when applicable.

We try hard to avoid changing the people who are handling your work but if this cannot be avoided, we will notify you promptly of the name and status of the person who will be dealing with your case.

3. Complaints

We aim to offer all our clients an efficient and effective service. However should there be any aspect of our services with which you are unhappy, please raise the matter with the person with day to day conduct of your matter or, if you feel it necessary, with Phil Walsh, our Practice Manager, who is also the person with responsibility for Complaints Compliance. He will provide you with a copy of our complaints procedure. Please note that this procedure can also be used to make a complaint about the firm's bill.

We will look into your complaint carefully and promptly. If for any reason we are unable to resolve the problem between us, then we are regulated by the SRA. and complaints and redress mechanisms are provided through the SRA and the Office of the Legal Services Ombudsman.

A Complaint about the firm should be sent to the Office of the Legal Services Ombudsman.

P O Box 6806
Wolverhampton
WV1 9WJ
Tel: 0300 555 0333
Fax: 0121 603 5322

E-mail address:
enquiries@legalombudsman.org.uk

Minicom Call: 0300 555 1777
(calls cost the same as to a normal 01 or 02 landline number, even from a mobile phone, and are recorded for training and monitoring purposes)

You may write to the Ombudsman if we have not resolved your complaint to your satisfaction within 8 weeks of your original complaint.

You must write to the Ombudsman within 6 months of our written response to you and the issue that you are complaining about must have occurred either within 6 years of your writing to the Ombudsman or three years from when you might reasonably have known there was cause to complain.

If you have an objection to our bill in the first instance, please raise it with us and we will try to sort the problem out for you. If, having done this, you are still not satisfied you may complain to the Legal Ombudsman. In some circumstances you may have a right to object to our bill by applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974. However, you should be aware that if some or the entire bill remains unpaid we may be entitled to charge interest on the amount outstanding.

If you think a solicitor might be dishonest or you have concerns about their ethics or integrity, you also have the right to notify our regulator, the Solicitors Regulation Authority (SRA). There are no time limits for making a report but there are limits on what the SRA will consider. Please note that the SRA is not able to deal with issues of poor service (complaints of this nature should instead be referred to the Legal Ombudsman). For further information about the SRA's role, please visit:

<https://www.sra.org.uk/consumers/>

4. Contacting Us

Our offices are located at 88-90 Middlesex Street London E1 7EZ. The normal hours of opening are between 09.00 and 17.30 on weekdays. Appointments can be arranged outside those hours when essential to the interests of a client.

5. Professional Indemnity

In the interests of our clients, we maintain professional indemnity insurance to a total level of three million pounds.

6. Our Charges

Professional Fees

Unless and until either an alternative fee arrangement has been agreed and confirmed in writing by us or you are entitled to have our fees paid by the Legal Aid Agency (in which cases different cost considerations apply as set out in our Client Care Letter), the basis for calculation of our fees is primarily by reference to the time spent by the lawyer(s) dealing with the matter (including any time which we spend travelling) and will be charged at an hourly rate.

The hourly rates applicable to your matter will be confirmed to you in our Client Care Letter.

We may from time to time review our charging rates and will notify you immediately in writing of any changes which are applicable to your matter.

Our current rates from time to time may not be appropriate in cases of exceptional complexity or urgency or where specialist knowledge is required. Where it becomes apparent that such circumstances exist, we will notify you of this.

All fees are quoted exclusive of VAT, which will be added where appropriate.

Custody of Client Money and Payment of Interest

Any of your money which we hold on your behalf (including any payment on account) will be held in Miles & Partners LLP client bank account separate from our own money until such time as a bill for our Services is drawn, or a disbursement for expenses paid. We will

account to you for interest exceeding £20 on money so held in accordance with professional requirements in respect of any balance of monies due to you at the end of the case or earlier. The interest will be calculated at the rate our client account monies attracted from our bank and for the period of time the money was held for.

Matter not concluded

Unless otherwise agreed in writing, our fees are payable whether or not a matter is successfully concluded. If any matter does not proceed to completion for any reason during the period in which we are instructed, then we will be entitled to charge for work done on the basis set out above but, at its absolute discretion, we may waive part or all of such entitlement to fees.

Estimate of Costs

We will provide you at the outset of a matter with the best possible information on our costs and will update this information as the matter progresses. As you will appreciate however, a matter can often end up taking quite a different shape from that envisaged at the time when it starts and the legal advisers are instructed. Accordingly, it can be difficult to come up with a clear estimate. However, as matters progress, we should be able to provide you with more detailed estimates of our likely costs and will keep this under review with you.

Limits

Whilst it is often not possible to estimate charges in advance, it is open to you to notify us of any limit which you wish to impose on our charges after which further reference will be made to you. We will advise you when it appears that any costs estimates or limits are close to being exceeded. Notwithstanding any estimates or costs limits however, the final bill will be a product of the amount of time lawyers spend on the matter and our agreed fee rates; any estimates provided are neither

intended to be a cap nor a target billing figure. Therefore, if significant further work is required in addition to that currently envisaged or if the timetable is extended significantly, our fees will be greater than our indicative estimates. Should it become apparent at any time during the course of the matter that significant further work will be required, we shall of course let you know.

Third party responsibility

In certain circumstances, there may be an expectation that a third party (including an insurer) will pay your costs. In the event that the third party does not pay the sums due, you will be required to pay the outstanding costs.

Disbursements

We may incur certain expenses on your behalf, (for example, such items as court fees, counsel's fees, search fees). You will have to pay those expenses or reimburse us for them in addition to our fees. VAT is payable on certain disbursements.

7. Billing arrangements

Timing of bills

We will render interim bills at monthly intervals and normally send you a final bill for the settlement of our services at the end of the matter. However, if the matter is ongoing, we may render interim bills at agreed intervals.

Payments on account

We will ask you to pay sums of money from time to time on account of the anticipated fees. We will offset any such payments against your final bill. Total fees may be greater than any advance payments.

Settlement of bills

Accounts are to be paid by you when due, whether or not the amounts concerned may

ultimately have to be paid by another party. Bills are to be settled in full within 7 days of receipt. We reserve the right to charge interest on any outstanding amounts at the rate of 8%.

If any payment on account is not made or a bill is not settled in accordance with these terms, we reserve the right to decline to act further for you.

Please make all cheques payable to Miles & Partners LLP.

You may also make payments by electronic transfer and if you wish to do so we will be happy to provide you with our bank details upon request.

Settlement of Bills and payments on account can be paid by Credit or Debit Card. There is no charge for Debit Card payments however there is a handling fee of up to 3.4% on sums paid by Credit Card (depending on your credit card company). This charge is not levied by or paid to us but the card processing company. Please note that we do not accept payments by Amex or American Express.

Complaint about a bill

Please see Complaint section at 3 above regarding procedures followed in the event of a complaint about a bill.

Lien over papers and documents

Following the conclusion of your matter, we are entitled to retain your file of papers and documents while there is money owing to us for fees.

Client account

We operate a client account facility which allows for money to be held or transferred in relation to a matter we are working on. However, the facility is operated at our discretion and any unauthorised receipts will

be held pending further investigation or returned to the sender. Therefore, we ask that you give us advance warning of any receipts.

It is the firm's policy not to accept cash payments. If you circumvent this policy by depositing cash direct with our bank we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds. Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

If we hold money on your behalf, interest will be calculated and paid to you in accordance with the Solicitors Accounts Rules 1998. {If it is apparent that money held on your behalf will need to be retained for some time then normally such money will be placed in a designated deposit account as soon as possible after receipt and any interest accruing while the funds are so invested will be paid out when the account is closed and the funds are forwarded.}

8. Investment

Sometimes the work we are likely to carry out for you can involve investments. We are not authorised by the Financial Services Authority and so may refer a client to someone who is authorized to provide any necessary investment advice. However, we can provide certain limited services in relation to investments provided they are closely linked with the legal services we are providing to a client, as we are regulated by the Solicitors Regulation Authority (SRA).

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000 but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The SRA is the independent regulatory body of the Law Society.

9. Limitation of Liability

Reliance by third parties

Advice rendered by us is provided for the purpose of the instructions to which it relates and for your benefit. It may not be used or relied on for any other purpose or by any person other than you without our prior agreement.

Liability in respect of other parties

We will use all reasonable endeavours to ensure that all information provided by us is accurate but we cannot account for the accuracy of information provided by or obtained from third parties. We shall not be liable for any decision made or action taken by you or others based upon reliance on or use of information or advice provided by or obtained from third parties.

Where we are asked to recommend the services of another advisor or service provider, we will do so in good faith, but without liability and without warranting the ability or standing of that person or firm. We will not be responsible for the quality of the services provided by that person or firm.

Limitation of our liability

Our liability to you for a breach of your instructions shall be limited to £500, unless we expressly state a higher amount in the letter accompanying these terms of business. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities.

We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence.

Please ask if you would like us to explain any of the terms above.

10. Confidentiality

We owe you a duty of confidentiality in respect of information relating to you which we obtain during the course of our retainer. All such information will be regarded as, and kept confidential at all times unless you instruct us to disclose information or except in the circumstances set out below.

Our duty of confidentiality to you is subject to any disclosures we are required to make in good faith to the police, governmental, regulatory or supervisory authorities in relation to any statutory or regulatory obligations. In particular, we are required, without your knowledge or consent, to report any awareness or suspicion of money laundering in relation to the proceeds of any crime. We can also be ordered by the Government Agencies to disclose information and answer questions about your private affairs, again without your knowledge and consent.

Sometimes we ask other companies or people to do typing, photocopying or other work on our files to ensure this is done promptly. We will always seek a confidentiality agreement with these outsourced providers.

Occasionally, our files may need to be examined by our insurers, external auditors (for quality purposes) or external advisers (who assist the firm in maintaining quality and risk). In particular, our files may need to be assessed for quality purposes by the SRA. Your file may be one of a sample which is to be assessed. Your files may also be retained at the conclusion of a matter for the purposes of processing bills and costs recover and may be subject to the perusal of external agencies in this respect. Therefore, we request consent for your file to be retained and reviewed by an external agency (please note that any external firms or organisations are required to maintain confidentiality in relation to your files).

By signing these terms of business you are confirming your agreement. If you wish to

withhold your consent, please make a note of this on the signed copy of these Terms of Business that you return to us.

The Media and Family Courts

In the past the press were not permitted to come into court or report on family hearings. There have been some changes in the law. Now the press can attend unless the court specifically says they cannot do so. This would be when the court thinks it is necessary to keep them out to protect the interests of a child connected with the case; for the safety of anyone in the case or connected to it; for the orderly conduct of proceedings or if justice would be impeded or prejudiced by admitting them. However the press cannot generally print the names of the parties or information which would allow the identification of the parties. If this becomes relevant in your case we will of course discuss it fully with you.

11. Conflict

An actual or potential conflict between your interests and the interests of another client of the firm may arise during the course of a matter. If this situation arises during our dealings with you, we will discuss the position with you and determine the appropriate course of action.

12. Equality & Diversity

We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

13. Data Protection

How we use your data

We are registered as a Data Controller with the Information Commissioners Office. We will use the information that you give us to provide you with legal services, as per your

instructions. We will keep your information confidential and will only use it for the purpose(s) for which it was provided or as is permitted in law (i.e. for dealing with complaints or regulatory investigations).

Outsourcing of our services

Sometimes we have outsourcing arrangements with external companies which cover a range of services including, but not limited to secretarial and administration support, credit control and tele-conferencing facilities to ensure that our services are provided promptly and efficiently. Personal data and confidential information that we hold may be passed to these providers in order for them to undertake these services. In doing so we will always take care to ensure that your information remains confidential and safe. In particular, we have appropriate data protection and confidentiality agreements in place with each of the providers.

Sharing information

Occasionally, we may need to share some or all of your information with our quality assurance auditors for the purposes of their assessment of whether we are adhering to quality standards. In particular, our files may need to be assessed for quality purposes by a Lexcel assessor and your file may be one of a sample which is to be assessed. Any examination will be strictly controlled and will be shared for the sole purpose of ensuring that our handling of your matter meets the requirements of the quality standard.

We may have to share some or all of your information with other third parties. This may include barristers, experts and other third parties who we need to instruct to assist us with your matter. We may also have to share information with the Legal Ombudsman (if you complain about our services) and the Solicitors Regulation Authority (the statutory body that regulates solicitors). In doing so we will always take care to ensure that your

information remains confidential and safe. We will liaise with you during your case about which experts, barristers and other third parties we instruct on your behalf.

We may wish to contact you in the future about our other services. Please let us know if you are happy to receive that information. To inform us of your preference, you are invited to tick the relevant box in the notice provided with your client care letter and return it to us.

Your Rights

You have rights under the General Data Protection Regulation and Data Protection Act 2018 and these include the right to be informed what information we hold about you. However, it is obviously likely that you will have provided us with such information as we hold. If you believe that the information we hold is wrong or out of date, please let us know and we will update it. The person in this firm responsible for data protection is our Data Compliance Officer, Phil Walsh and enquires and requests can be sent to him by telephone 020 7426 0400, by emailing pw@milesandpartners.com or in writing to Miles & Partners, 88-90 Middlesex Street, London, E1 7EZ.

How long will we hold your data?

We will only hold your information for as long as necessary to provide you with legal services and then for only so long as we are required either contractually or under our regulatory obligations. This will generally be six years after the end of your matter. After this time, we will confidentially destroy all information that we hold about you (in accordance with the clauses below relating to storage and retrieval) other than your name, address and date of birth which we will be obliged to continue to hold for the purposes of ensuring that we never act for another client where doing so would conflict with our obligations of confidentiality to you.

14. Money Laundering

Notification

Under the provisions of our statutory obligations, we are under a strict duty to report any circumstances where we know or suspect that a client or matter is involved in money laundering or terrorist financing, to the National Crime Agency (NCA). Under these circumstances, we may be precluded from informing you of the disclosure or seeking your consent. If we make a disclosure, we may also have to stop working on your matter for a period of time and may not be able to tell you why.

Identification

We are also under a duty to identify our clients for the purposes of anti-money laundering legislation. We may also be required to carry out background checks on our clients and to make detailed enquiries as to the source of funds being used in relation to transactions on which we are instructed to advise.

Depending on the type of transaction, we may ask you to provide us with proof of your identity. We may delay, decline or cease to act for you if we have requested to see proof of your identity, but there has been an unreasonable delay in providing it.

We are required to retain records of the identification obtained.

If as a result of meeting our statutory obligations, or executing our internal procedures put in place to meet those obligations in good faith, we cause you loss, damage or delay, our liability to you will not exceed the minimum level of Professional Indemnity insurance cover as specified by the Solicitors' Indemnity Insurance Rules.

15. E-mail Communications

If you have the necessary facilities we will sometimes use e-mail for communication with you unless you tell us not to.

There are some specific points of which you should be aware:

(i) Communications over the Internet are not completely secure. Viruses or other harmful devices may be spread over the Internet. We take reasonable precautions to prevent these problems by use of a firewall and virus checking software. If we are to communicate by e-mail, it is on the basis that you will do likewise.

(ii) This firm deploys e-mail transcription software where appropriate and in the event that we do so we request that you use the security software that we deploy in order to ensure secure communication.

(iii) Please take care when communicating with us by e-mail or fax, especially if you are sending us your banking or card payment details or other sensitive personal information. Your e-mail or fax may be misdirected or intercepted before it reaches us, potentially exposing confidential information to criminals or third parties. Using a password protected attachment or other encrypted method may reduce the risks of confidential information being illegally obtained although this is not a guarantee. We cannot be held accountable for any loss that you suffer if your e-mail is misdirected or intercepted.

16. Referrals (if you have clients referred to you)

If your matter has been referred to us by a third party and/or we have a financial arrangement with that third party then we shall disclose all relevant details to you in our Client Care Letter including the name of the referrer and the amount of any payment we make to that third party for referring you to us. Similarly, if we receive a financial benefit as a

result of acting for you, we will tell you of the amount in our Client Care Letter.

If the third party is paying us to provide services to you, we will inform you in our Client Care Letter of the amount the third party is paying us to provide services to you and, where applicable, the amount you are obliged to pay the third party.

Despite any financial relationship with a third party, we will provide you with independent advice and you are entitled to and we hope that you will feel happy to raise questions with us about any aspect of your matter.

Any information you provide to us or any advice that we give you during your matter will not be shared with the third party unless you expressly agree.

However, please note that if we are acting both for you and the third party in this matter, we may have to stop acting for both of you if there is a conflict of interest.

17. Termination

Termination by you

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

Should your matter not be carried through to completion then a charge will be made in respect of the work that has already been completed based upon the fee structure that has been agreed. VAT or similar taxes will be payable on that amount and you will also be billed for any disbursements incurred.

We will be entitled to keep all your papers and documents whilst there is money owing to us for our fees and expenses.

Termination by us

In some circumstances, we may consider that we ought to cease acting for you. We will only decline to act further for you where we have reasonable grounds to do so (for example: failure by you to settle invoices in full on the due date or to make payments in advance when so requested; failure by you to give clear and proper instructions on how we are to proceed; if it is clear that you have lost confidence in how we are carrying out your instructions; if by continuing to act we would be in breach of the law or rules of professional conduct). If we do cease to act for you then we will confirm in writing the reasons why and give you reasonable notice.

18. Storage of files

At the end of the matter, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses.

Personal data shall be retained for no longer than is necessary for the purposes set out in this letter. There are some circumstances where personal data may be stored for longer periods. Generally speaking, we will keep our file of your papers for up to 6 years, except those papers that you ask to be returned to you. We keep files on the understanding that we can destroy them 6 years after the date of the final bill. We will not destroy documents you ask us to deposit in safe custody.

If we retrieve papers or documents from storage in relation to continuing or renewing instructions to act for you, we will not normally charge for such retrieval. However, we may make a charge based on time spent producing stored papers or documents to you or another at your request. We may also charge for reading correspondence or other work necessary to comply with the instructions given by you, or on your behalf. Our charges would be based on our hourly rate applicable at the given time.

19. Privilege

In general terms, privilege is a means by which a person can refuse to disclose documents or answer certain questions in legal or other proceedings. In particular, the form of privilege known as 'legal advice privilege' protects from disclosure communications between a lawyer and his client which came into being for the purposes of obtaining or giving legal advice (or documents evidencing the legal advice). The rationale for legal advice privilege is that a client should be able to consult his legal advisers openly, without fear of disclosure of what is communicated.

It is not my intention at this stage to provide an overview of the law of privilege. As and when the need arises, I will explain the principles in more detail and discuss with you the implications.

At this stage, I need only to make you aware that, as there is a degree of uncertainty surrounding legal advice privilege, it may be that only advice from us addressed to {you} {or name/s} {or other individuals as agreed above}, or from {you} {or name/s} {or other individuals as agreed above} to us, will attract legal advice privilege. Therefore, we will address all communications from us to {you} {or name/s} {or other individuals as agreed above}. Similarly, it would be prudent for only you {or name/s} {or other individuals as agreed above} to instruct us or to prepare documents for the purpose of instructing us. Please be aware that copying or summarising our advice to others, may result in the loss of privilege in that advice. Please let me know if you would like our advice on how to guard against losing or waiving privilege.

18. Attendance at Hearings

I should make you aware that, under the Civil Procedure Rules, the court can order you to attend hearings.

19. Alternative Dispute Resolution

As part of the active management of a case under the Civil Procedure Rules, both the Courts and the parties in a dispute are required to consider the use of alternative dispute resolution ('ADR') if it is considered appropriate to help to resolve the dispute. ADR includes methods of dispute resolution such as mediation, adjudication and expert determination.

There have been occasions when the Courts have imposed costs penalties on parties who unreasonably refuse to consider ADR

20. Costs

Summary Assessment of Costs

Under the Civil Procedure Rules, the Courts are encouraged to assess costs as they go through a case. On each Court application where one party is seeking a costs order from the other, the Court may decide to assess the costs of that hearing immediately and make an order for the costs to be paid at once (which will usually mean within 14 days).

In order to obtain a costs order against another party, you will need, in advance of any Court application, to prepare details of your costs of that application.

21. Orders for Costs

If you are successful in your case

In the event that you are successful in your case, you may be entitled to a contribution towards your costs by some other party to the proceedings.

If you are unsuccessful in your case

If you are unsuccessful in your case, you may be required to pay the other side's costs (including expenses and any interest) in addition to your own costs.



These costs will usually be assessed and paid on the "standard" basis although if the court considers that you have acted unreasonably in connection with the litigation it may order costs on the more generous "indemnity" basis.

If the other side has entered into a conditional fee agreement and taken out insurance to meet its costs liabilities you will also be liable for any success fee and the cost of the insurance premium, subject to the reasonableness of both.

Settlement

If an offer is made or a payment made into Court by the other side in settlement of the case which you do not accept, there may be adverse cost implications which may impact on your ability to recover costs from the other side.

22. Enforcement

In the event that any of these Terms of Engagement is held to be invalid, the remainder of the Terms of Engagement will remain in full force and effect.

23. Governing Law

These Terms of Engagement shall be governed by, and construed in accordance with, English law.

The Courts of England & Wales shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this agreement and any matter arising from it.

24. Future instructions

In the event that you seek to instruct us further we will supply you with amend terms and conditions.

As this is an important document, please keep your copy in a safe place for future reference.

I have read, understood and accept the Terms of Engagement set out above.

Signed.....

Date.....

Miles & Partners LLP Terms Conditions
v10, April 2020