

Terms of Engagement

Ebl miller rosenfalck is the trading name for Miller Rosenfalck LLP (sometimes referred to as “we” or “us” below). This document sets out our standard terms and conditions (Terms). Any of these terms may be varied or excluded by an express provision in the accompanying letter of engagement (LoE). By accepting the LoE, you agree to be bound by the Terms as amended by that LoE.

1. Service

We aim to deliver to you a high quality and cost-effective service that meets or exceeds your expectations. In relation to each piece of work ("Matter"), which we handle for you, we will:

- Allocate overall responsibility for the Matter to a partner (Designated Partner);
- provide such information as you may reasonably request on every person directly involved in your work, and as a minimum their name, status and hourly rates;
- explain the legal and other issues raised in your Matter;
- if we involve specialists in your Matter, explain the need to involve them and, where applicable, introduce you to them before they are involved; and
- keep you up to date on the progress on your Matter.

2. Client care and complaints procedure

You may contact the Designated Partner at any time, even if she/he is not involved in the day-to-day conduct of the Matter.

We encourage our clients to maintain full and frank communication with their Designated Partner and to raise any problems, which may arise during the course of the Matter. If you are dissatisfied with any aspect of our service, including our invoices, you may raise your dissatisfaction with the Designated Partner. If you wish to raise a complaint, please ask the Designated Partner for a copy of our Complaints Procedure.

Any complaint will be dealt with sympathetically and promptly and we will work with you to reach a satisfactory conclusion.

If you raise a complaint, we will:

1. send you a letter acknowledging receipt of your complaint within seven days of our receiving the complaint, enclosing a copy of our Complaints Procedure and our Client Complaint Form which we would ask you to complete providing full details of your complaint;
2. investigate your complaint. This will normally involve passing your complaint to our Complaints Partner who will review your Matter file and speak to the member(s) of staff who acted for you;
3. invite you to a meeting to discuss and, it is hoped, resolve your complaint. We will do this within 14 days of sending you the acknowledgement letter; and
4. within five working days of the meeting, our Complaints Partner will write to you to confirm what took place and any solutions that were agreed with you.
5. If you do not want a meeting or it is not possible, our Complaints Partner will send you a detailed written reply to your complaint, including his/her suggestions for resolving the Matter, within 21 days of having received the full details of the complaint.
6. At this stage, if you are still not satisfied, you should contact us again to explain why you remain unhappy with our response and we will review your comments. Depending on the Matter, we may at this stage arrange for another partner to review the decision.
7. We will write to you within 14 days of receiving your request for a review, confirming our final position on your complaint and explaining our reasons.
8. If you are still not satisfied, you can then contact the Legal Ombudsman (LeO) at PO Box 6167, Slough SL1 0EH about your complaint. Any complaint to the LeO must usually be made within 6 months of receiving a final written response from us about your complaint.
9. Your complaint should also be brought to the LeO within six years from when the problem first occurred (or within three years from when you first became aware of the problem, if it happened more than six years ago). From 1 April 2023, the time limits for referring a complaint to the LeO are no later than: • one year from the date of the act or omission being complained about; or • one year from the date when the complainant should have realised that there was cause for complaint.
10. Please note that the LeO may not deal with a complaint about a bill if you have applied to the

court for assessment of that bill. For further information, you should contact the LeO on 0300 555 0333 or refer to www.legalombudsman.org.uk.

11. You may also have a right to object to the bill by applying to the Court for an assessment of the bill under Part III of the Solicitors Act 1974.
12. In addition alternative complaints bodies (such as [Ombudsman Services](#), [ProMediate](#) and [Small Claims Mediation](#)) exist which are competent to deal with the complaints about legal services should both you and our firm wish to use such a scheme. We would also refer you to the online [platform](#).

3. Our fees

3.1 *Method of calculation*

We aim to charge a fee that is fair and reasonable and which represents value to our clients. Each lawyer has an hourly rate, which takes into account his or her individual experience. We review these hourly rates annually each spring, and we will notify you of any changes to these rates.

The hourly rates for each lawyer initially involved in your work will be set out in the LoE and are available on request.

Our fees will be calculated by reference to the time spent on the Matter and to the normal billing criteria regarding solicitors' fees such as:

- a) The complexity of the Matter.
- b) The urgency of the Matter.
- c) The difficulty or the novelty of the questions raised.
- d) The skill, labour, specialised knowledge and responsibility involved.
- e) The number and importance of the documents prepared or examined.
- f) The amount or value of any transaction involved.
- g) The importance of the Matter to you.
- h) The time reasonably spent by any solicitor and this firm on the Matter.
- i) The places and circumstances in which the Matter is to be pursued.

Our lawyers record their time spent on your Matter and we will charge you in units of 6 minutes, rounded upwards to the nearest whole unit in relation to each activity undertaken on the Matter. One unit will be charged per page on incoming letters or emails and for telephone calls of up to six minutes.

However, we may charge a premium if, for example, our lawyers have to put in extra effort to complete your Matter such as by working outside normal working hours.

We may also charge additional fees in the event that any reports, we produce for you are re-addressed to any other parties or advisers in the Matter.

We will charge for all time spent by our lawyers on your Matter. This will include time spent on the following activities:

- Opening your file to include dealing with compliance;
- attending you and others in person or on the telephone, including travel to and from any meetings and waiting time;
- reading, drafting, and amending documents, dealing with papers and correspondence, telephone calls, faxes and emails, considering and advising on the issues arising in your Matter;
- attending court; and
- supervising junior solicitors.

You may place a limit on the amount of fees, which may be incurred without your prior approval. If you wish to do so, please tell us in writing. We are happy to help you to set a realistic limit. As our fees approach any limit set, we will notify you in writing.

We will explain to you the amount of time likely to be spent in dealing with your Matter. If it becomes apparent that changed circumstances may affect the amount of time spent on your Matter, we will explain the consequences to you and confirm in writing.

We will keep you informed of costs as the Matter progresses, and at least every 3 months.

3.2 *Additional costs*

We will add to our fees these additional amounts:

- VAT (value added tax) at the rate applicable when the bill is raised;
- disbursements (i.e. expenditure incurred on your behalf) such as court fees, barrister's fees, purchase of statutory books, search fees, registration fees, stamp duty and third-party accounts. We will notify you of the need to incur disbursements as soon as it becomes apparent, and where appropriate we will obtain a firm figure or cap on the amount of the disbursement; and
- expenses such as travelling, subsistence and bulk photocopying. These expenses will normally be shown as disbursements on our bill but will be added to and included in our total fee for legal services. A certain amount of photocopying on any matter is inevitable and it is therefore included as part of our fees or hourly rate. We do charge though for bulk photocopying (i.e. any excessive but required photocopying on your matter, for example when we are required to prepare bundles for contentious matters). Unless otherwise agreed, we will charge at a rate of 20 pence per copy for any bulk photocopying.

3.3 *Estimates, fixed fees and retainers*

It is often difficult for us to estimate how many hours of work will be necessary to complete your Matter. Where we are asked to give an estimate of the fees, which may be incurred, we reserve the right to revise our estimate at any time if it becomes apparent that we will have to spend more time on the Matter than originally envisaged or if anything else occurs to make it necessary to revise the estimate. If we are instructed to undertake further work this would, of course, result in a revised estimate. We will notify you in writing if it appears that any estimate given may be exceeded.

In some circumstances, we are able to provide fixed fees or a quotation for part or all of the Matter. Any fixed fees that may be given will be based on the assumptions set out in the LoEr. We will charge that fee irrespective of the time we spend on the work, however we may raise a fee based on time spent if the Matter becomes abortive for any reason but that fee will not exceed the agreed fixed fee.

In certain cases, we may also suggest a retainer for your Matter based on an agreed minimum monthly charge. We reserve the right to increase the monthly charge in a month where you have made more than an agreed number of discrete telephone or email enquiries recorded by us. For any enquiries raised by you where we believe that the time to be spent will likely exceed one hour, we will provide you with a separate estimate of the time likely to be spent for confirmation prior to incurring any fees and, where appropriate, open a new matter file to deal with the enquiry.

4. Billing

4.1 *Issue of bills*

Bills will normally be issued either monthly or on completion, as appropriate. To help with your cash flow, we may send you an interim bill while the Matter is in progress. We will then send you a final bill when the Matter is completed.

Interim bills will cover the time and disbursements recorded against your Matter during the stated period.

Time or disbursements which have not been allocated to your Matter when the interim bill is drawn will be collected in the next interim bill or in the final bill.

4.2 *Payments on account*

It is our normal practice to ask for a payment on account of fees and disbursements both at the outset and as the Matter progresses. This helps to avoid delay in the progress of your Matter. We will offset any payments on account against your final bill, but it is important that you understand that your total fees and expenses may be greater than any advance payments.

4.3 *Payment of bills*

Bills are payable upon presentation of the invoice after which interest may be charged at the statutory rate until the date of payment.

As our client, you are responsible for payment of the bill, unless we have agreed otherwise, even if:

- We have agreed to send a bill to a third party; or
- you are insured; or
- someone else has agreed to pay your costs.

You are also responsible for payment of our fees whether or not your Matter proceeds to completion.

If you have any query about your bill please contact the lawyer with conduct of your Matter straight away.

5. Monies on account and interest

We reserve the right to require you to pay one or more sums on account of our fees and/or any likely disbursements or costs at any time before and/or during the course of the work. Any sums we ask you to pay on account may include an element to reflect any VAT that may be chargeable. These sums will normally be held in your name in our General Client Account or, if either specifically agreed with you or in our view required to comply with SRA Accounts Rules, in a Designated Client Account.

• **Designated Client Account**

A client account in our name that references a specific client. E.g., "XYZ Solicitors re Client name". Interest earned is retained in the Designated Client Accounts and paid into the account at an agreed interval directly by our primary bank holding the Designated Client Account (this usually takes place quarterly quarterly). The level of interest you can expect to receive, referred to as a 'payment in lieu of interest earned', will be based on the advertised interest rate(s) payable by our primary bank on the relevant amount. If the amount calculated is less than £50 then no interest will be paid as our administrative costs would exceed this amount. Interest rates can be located via the following link:

<https://www.coutts.com/commercial-banking/savings-accounts/clients-reserve-account.html>

• **General Client Accounts**

A pooled client account in the name of the law firm "XYZ Solicitors Client Account". Interest earned is normally paid away to an office account and therefore becomes the ownership of the law firm. The level of interest a client can expect to receive, referred to as a 'payment in lieu of interest earned', will be based on the advertised interest rate(s) payable by our primary bank on the relevant amount, as if it had been held separately in a Designated Client Account in your name. If the amount calculated is less than £50 then no interest will be paid as our administrative costs would exceed this amount. Interest rates can be located via the following link:

<https://www.coutts.com/commercial-banking/savings-accounts/clients-reserve-account.html>

If we pay sums in lieu of interest on a client's account without deduction of tax, you will be responsible for declaring and paying any tax due thereon.

If at any time you feel that these arrangements for interest are not appropriate in your particular case, or have worked unfairly in these circumstances or were not properly understood by you, please let us know and we will be happy to consider revising the arrangements for the future and retrospectively. From these sums, we shall be entitled to settle our invoices and fees, appropriate disbursements or costs after we have advised you of the fees, disbursements and costs in question. If it transpires that our invoiced amounts at the end of a matter are less than the sums that we are holding on account, we shall refund the balance to you.

6. Cash

Our firm's policy is not to accept cash from clients; however, exceptionally we will accept cash up to the value of £500.

If any clients circumvent this policy by depositing cash direct with our bank, we reserve the right to charge for additional checks we deem necessary regarding the course of the funds.

7. Electronic communication

Unless you let us know to the contrary, we will assume that you are happy for us to communicate by e-mail, even though we cannot guarantee the security or confidentiality of e-mail communications and attachments. We have the facility to send files etc. by secure email.

8. Retention of documents

After closing your Matter, we will keep your documents, including any documents collected for the purpose of identification, for 7 years. Upon expiry of this 7-year period, we will permanently destroy your documents.

However, we will not destroy documents that you asked to be returned to you or entrusted to us for safe keeping. We are also entitled to keep all your documents as long as there is money owing to us for our fees and expenses.

Emails related to your Matter will be deleted as soon as practically possible upon closing of your Matter. These will, however, be backed up on our secure cloud system, Mimecast, where they will be archived for 10 year from receipt or sending of the same.

If we retrieve your documents from storage for the purpose of continuing acting for you or receiving new instructions, we will not normally charge for such retrieval. However, in any other circumstances we may make a charge to cover our expenses in producing stored papers or documents to you or any third party at your request.

9. Conflict of interest

We are not aware of any conflict of interest, which prohibits us from acting for you. If we become aware that a conflict exists, or may arise during the course of the transaction, we will contact you immediately to discuss how to proceed in the light of this conflict.

10. Data processing

We process personal data only in strict compliance with the UK General Data Protection Regulation and the Data Protection Act 2018 (Data Protection Legislation) and its relevant subordinate legislation and applicable guidance.

For the purpose of our relationship with you, we are a data processor under the Data Protection Legislation. We will only ever process personal data according to your instructions, our LoE and in reliance upon your compliance with the Data Protection Legislation, unless otherwise required by law or authorised by the Data Protection Legislation.

We have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing, accidental loss, damage or destruction of personal data. Those measures include ensuring the confidentiality, integrity, availability and resilience of our systems and that all personnel attend regular training in the protection of personal data and are under a duty of confidentiality.

We process personal data in compliance with our Privacy Notice, which can be found on our website at <https://www.ebl-mr.com/regulatory/privacy/>.

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues (www.ico.org.uk). We would however appreciate the chance to deal with your concerns before you approach the ICO so please contact us in the first instance.

11. Termination of our relationship

You may terminate your instructions to us in writing at any time. If you owe us money for our fees and expenses, we will be entitled to keep your papers and documents until those debts are fully discharged.

We may decide to stop acting for you only with good reason, for example, if we are unable to obtain your clear instructions or if you do not pay an interim bill. We will give you reasonable notice that we will stop acting for you. If this were to occur, we are entitled to retain your papers and documents until all outstanding fees and expenses have been discharged.

12. The Consumer Contracts Regulations 2013 (Regulations)

These Regulations govern certain contracts with any individual who is acting for purposes which are wholly or mainly outside its business, trade, craft or profession (i.e. acting as a consumer) and where the contract is a distance contract as defined by the Regulations. The Regulations apply if the contract is made in one of three situations:

1. Distance selling.
2. On-premises.
3. Off-premises.

If the Regulations apply to you then you would normally have the right to cancel your instructions to us within 14 days of our receipt of those instructions without you incurring any liability to us. You would be able to cancel your agreement with us by either delivering a note cancelling your instructions to our office or by sending it to us by post, fax or email at our published address. However, you may not

cancel the agreement with us once we have, with your permission, started to do the work covered by our instructions on your behalf. By instructing us following receipt of these Terms of Engagement you agree that to avoid any delay in the transaction we may start work on your behalf straight away and you will therefore not be able to cancel your agreement with us under the Regulations once the performance of the services has begun. Also, if you expressly ask us to start work within the above cancellation period, you will in any event be responsible for paying us the reasonable costs of our services.

A copy of the Regulations can be found at www.legislation.gov.uk/ukxi/2013/3134/contents/made.

13. Solicitors Regulation Authority (SRA)

Miller Rosenfalck LLP is regulated by the SRA and is recognised as a suitable body to provide legal services. Our SRA number is 353380. The SRA's rules can be found at www.sra.org.uk.

14. Confidentiality

The SRA requires that accountants inspect and report to it on all solicitors' client accounts. Therefore, we have to permit such inspections which may include your account or file. The SRA also has rights to inspect files itself. Additionally, we also may be required to permit inspections by independent assessors as part of our quality control procedures. Material held on computers may also be accessible to computer technicians who are contracted to service or monitor our systems.

15. Exclusion of third-party rights

Unless expressly provided in this Agreement, no term of this Agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

16. Limited Liability Partnership

Miller Rosenfalck LLP is a limited liability partnership registered in England under No. OC301257. A list of members is available for inspection at the registered office, 27 Greville Street, London EC1N 8SU.

17. Limitation of liability

- 17.1 Neither we nor any of our members, partners, consultants, employees or other representatives shall be liable to you in respect of any claim:
- 17.1.1 unless notice setting out in detail the grounds on which such claim is based and the amount of such claim is given in writing by you to us.
 - 17.1.2 to the extent that the aggregate amount of our liability for any claim by you would exceed £3,000,000.
 - 17.1.3 for indirect, consequential or punitive loss or damage, whether for loss of profit or otherwise.
 - 17.1.4 if and to the extent that the claim relates to a matter in respect of which you have a right of recovery from a person other than us.
- 17.2 We shall not be liable to anyone who is not specifically identified as our client in writing.
- 17.3 None of the limitations contained in this paragraph 17 shall apply to any claim against us which arises, or to the extent to which it arises or is increased, as the consequence of, or which is delayed as a result of, fraud by us.
- 17.4 Each paragraph and sub-paragraph of the Terms is independent and severable from the other paragraphs and sub-paragraphs and enforceable accordingly. If any provision of these Terms shall be unenforceable for any reason but would be enforceable if part of the wording thereof were deleted, it shall apply with such deletions as may be necessary to make it enforceable.

18. Referrals and Commissions

If you have been referred to us by an introducer with whom we have a financial arrangement:

- We shall not disclose any information to that introducer unless you consent;
- We shall make clear the amounts involved in your client care letter;
- If we also act for the introducer in the same Matter and a conflict of interest arises, we may have to cease acting for you;
- Any advice we give will be independent and you can raise questions on all aspects of the Matter.

We are prevented by law and regulations from making a secret profit from our relationship with you. If any occasion arises where there is potential for us to earn a commission or financial benefit (such as a discount or rebate), for instance if we introduce you to another practice to undertake work for you which we cannot do ourselves, we will establish a separate written agreement with you to deal with the acceptance and allocation of any such commission or financial benefit arising.

19. Professional Indemnity Insurance

The details of our Professional Indemnity Insurance and the territorial coverage of the policy are available upon request.

20. Insurance Advice

We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority (FCA) so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the SRA. The register can be accessed via the FCA website at www.fca.org.uk/register.

21. Governing law and jurisdiction

These Terms are governed by English law.

Any dispute about these terms or the obligations of either party arising from them will be subject to the exclusive jurisdiction of the English courts.

26 March 2024