



Miller Hendry
SOLICITORS AND ESTATE AGENTS

Terms of Business Guide

Our aim is to give you the best possible service.

This guide explains our terms and conditions
of doing business with our clients.

Service quality

We provide access for our clients to a comprehensive range of services and expertise tailored to meet your individual needs.

We are members of LawNet, a network of legal practices throughout the UK. This gives us access to a wide range of expertise and contacts in other jurisdictions.

Contact with us

We are here to help you deal with any legal issues efficiently and effectively.

We are happy to arrange an initial meeting with you to decide how we can help you. In some cases there may be no charge for the initial meeting, or part of it, but this should be agreed with the solicitor involved at the outset.

Once we have been instructed by you we will keep you informed of progress. We will make contact with you if we require any further information and similarly we would expect you to contact us if your circumstances change.

Disability Access Policy

We seek to ensure that all our services and opportunities are accessible to clients, where reasonably practicable. If you require any aid or assistance to enable you to attend a meeting or conduct business with us please telephone us and arrangements to suit you will be put in place.

Instructions

You may instruct us either in writing or verbally. If verbally, we may ask that your instructions to us are confirmed in writing. We can only act on the information you give us so it is important that all relevant information is given to us from the start.

You are deemed to consent to communication by email, text, fax and/or other electronic means.

We will need you to identify to us, in writing, any limitation in the number or identity of your officers or employees who are authorised to instruct us (companies and other organisations only). In the absence of any such instruction, there will be deemed to be no such limitation.

We may undertake a credit check on new clients and you are deemed to consent to such a check. It is also our normal practice to ask clients to make advance payments on account of anticipated fees, VAT, costs and disbursements. We reserve the right not to proceed until we have received any payment to account that may have been required.

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

If we have met with you away from our premises/offices, The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 will apply. This means you have the right to cancel your instructions to us within fourteen days without giving any reason. The cancellation period will expire fourteen days after the date of our initial communication with you. To exercise the right to cancel, you must inform us of your decision to cancel by a clear statement (e.g. a letter sent by post, fax or email) using the contact details on our letter or by completing the cancellation form on our [website](#). To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. If you request work to be carried out during the cancellation period, you will be liable to pay for any services delivered until the point at which you cancel at the agreed hourly rate or if we have agreed a fixed fee then we will charge at our standard hourly rates up to the maximum value of the agreed fixed fee.

Charges

We like to give clients an estimate of the cost of work we are undertaking on their behalf. This can be difficult as in some cases the matter may continue over a lengthy period and the circumstances may change. In many cases fees are charged on the basis of the time spent by us but they will also take into account the value, complexity and urgency of the matter.

Our fees are based on a Schedule of Charges which relate to a variety of factors including chargeable time spent on carrying out work on your behalf. A copy of this Schedule of Charges is available on request and is also available on our website at www.millerhendry.co.uk. Our fees are subject to VAT and our VAT number is 268 4898 90.

If at any time during the process we are required to amend the fee estimate we will contact you at the earliest opportunity.

Estimates

We are happy to provide you with estimates of fees and expenses and to provide you with an update on fees and expenses at any stage of the engagement. It is, however, often difficult or even impossible to predict precisely how long a legal matter will take and how much work will be involved. Therefore, estimates are not contractually binding. Whenever an estimate is given, it will be exclusive of VAT and expenses unless otherwise stated.

Recoveries

In litigation, in the event that you are awarded expenses, it is rare that you will recover all of the fees and expenses that you incur to us in that litigation. A recovery of about 50% is a reasonable working indication; however, the actual level of recovery will depend on the circumstances of your case and the award you receive. Irrespective of an award being made in your favour, you will remain liable for all of our fees and expenses.

If it has been agreed that either your legal expenses are to be paid by a third party or a contribution is being paid towards them you remain responsible for payment of our costs. If the third party fails to make any payment you will have to pay our costs in full. This is because we have no entitlement in law to enforce payment from a third party. Our costs may exceed the contribution in which case the balance will be payable by you.

Accounts

In certain cases we may ask for a payment to account for work to be undertaken. Where we have not taken fees at regular intervals we will issue our fee note at the end of a matter. Payment is due within 30 days of the fee note and we reserve the right to charge interest at 4% over the Royal Bank of Scotland Base Rate on overdue accounts. Where we receive sums which belong to you we shall be entitled to deduct from these sums all outstanding fees and outlays before sending you the balance. Where we make payments on your behalf you will be required to reimburse us within seven days of your receiving a request for payment.

If any invoice is not paid, we may exercise our right of lien over your files and documents until all sums due have been paid. Subject to that right, on receipt of a mandate from you we will provide your files and documents to another firm of solicitors and provide you on request with the documentation you are entitled to receive.

Receipt of Money

Cleared funds must be made available to us before we can make any payments on your behalf. Any money received from you to enable payments to be made on your behalf must be paid to us either by direct transfer or by cheque. If payment is made by cheque we must receive this from you no later than seven working days before it is to be paid out on your behalf.

Deposits

Where we receive money on your behalf, and it appears likely that we shall hold this for a reasonable time, we shall place the money in a designated account in The Royal Bank of Scotland unless you instruct us otherwise. Interest on this money, subject to tax as appropriate, will be paid at the Royal Bank of Scotland Corporate Rate in force from time to time.

In addition to the interest that you receive, Miller Hendry will receive interest from The Royal Bank of Scotland based on the global amount invested for all our clients. This does not affect the level of interest that is paid to you. Further details are available on request.

Independent Fee Assessment

Should you be dissatisfied with the amount of a fee charged then you can ask that we have the Auditor of Court review your file and set an appropriate level of fee for the work done (known as taxation). Where that happens you and we are bound by the fee fixed by the Auditor.

If the Auditor reduces the amount of our original charge to you then we will charge only that reduced amount and we shall pay the Auditor's costs. If he confirms that our fee is correct or indeed undercharged you will be responsible for the Auditor's costs and our fee.

Anti Money Laundering Compliance

As required by law, we have in place procedures which are designed to prevent Money Laundering. These procedures include obtaining and updating satisfactory evidence of the identity of our clients. This must be produced before we are able to process any work on their behalf. We may require to obtain electronic verification of your identity from a commercial supplier of this service.

Please note that by accepting our terms of business you are consenting to such a check being carried out if we deem it necessary. Although this is not a credit check and should therefore not affect your credit rating it will be listed on your credit report as an ID search. In all cases where money laundering procedures are required we charge a minimum fee of £30 + VAT to cover our costs in this regard.

How long will the work take?

At our initial discussion we will, where possible, give you our estimate of the probable timescale. In many cases this is dependent on our obtaining co-operation from other organisations and firms.

As with the fee estimate, if circumstances change which affect the timescale we will advise you.

Confidentiality

As you would expect, all information which you pass to us is kept confidential and will not be disclosed to anyone else except where you have authorised it or where it is required by law.

Private Limited Companies

If the instructions we receive are from a Private Limited Company then, unless otherwise agreed with you in advance, it is a condition of accepting those instructions that the Directors of the Company are jointly and severally liable along with the Company for payment of our fees and costs and any interest which might arise.

Liability

We shall assume that where we act for more than one person but we receive instructions from only one, that person has the authority of the other(s) to do so. Each person for whom we do work is equally responsible for the instructions given to us and for payment of our fees and outlays in connection with the matter.

Commission received

In relation to surveys, searches, property enquiry certificates, energy performance certificates, introduction to Financial Conduct Authority (or successor), regulated mortgage advisers and certain other services we may receive a commission due to volumes of work. This will not be accounted for separately.

Conflict of Interest

Where conflict of interest arises, the matter is governed by professional rules and guidance and the code of conduct of the profession.

Where such a situation is identified it will usually occur in relation to a matter where we have more than one interest. In particular circumstances this does not mean that we cannot continue to act, but both parties for whom we act must be aware of the situation and we will advise you in writing where such a case occurs.

If, however, the conflict is such that it is not appropriate for us to continue acting, then either one or both clients must be advised to consult another solicitor.

Change of Agency

If at any time you decide to change your solicitors or withdraw your instructions, then you are of course free to do so but you will be responsible for all our fees and outlays due up to the time of such a change.

You should be aware that we are entitled to hold your title deeds and files, or other relevant papers, until our fees and outlays have been paid.

File destruction

We follow the recommendations of the Law Society of Scotland to keep the file which we hold on your behalf for a certain period of time. After a minimum period of 10 years paper files will be destroyed by us. Files, or parts of them, may also be held electronically in our document management system. We reserve the right to delete electronic files at any time. When considering whether or not you want to receive original documents from us, you should bear in mind that in any dispute or Court case following destruction of original documents, there is a risk that electronic copies may not have the same evidential status as those original documents.

Alternative Dispute Resolution Regulations

We recognise that Alternative Dispute Resolution Regulations have implemented ADR/EDR Directive 2013/11/EU to promote alternative dispute resolution as a means of redress for consumers in relation to unsatisfactory services. We have however chosen not to adopt an ADR process and if you have any concerns about the services you receive from this firm you should contact the firm's Client Relations Partner.

Client Relations Partner

If you are unhappy about the quality of service provided or any other matter, then you should in the first instance discuss it with the solicitor with whom you have been dealing.

Alternatively, if you would prefer, you can raise the matter with our Client Relations Partner. He will ensure that any complaint you make is fully investigated and that you receive a response within ten working days.

If you are still dissatisfied you may take up the matter with The Scottish Legal Complaints Commission, The Stamp Office, 10 - 14 Waterloo Place, Edinburgh EH1 3EG Tel: 0131 201 2130 or email enquiries@scottishlegalcomplaints.org.uk. You should be aware that the SLCC can only investigate

service/conduct complaints within 3 years of when the service ended or the conduct incident occurred or within 3 years of when you could reasonably have been made aware of the matter.

You can also take the matter up with The Law Society of Scotland, Atria One, 144 Morrison Street, Edinburgh, EH3 8EX Tel : 0131 226 7411.

Professional Indemnity Insurance

Professional indemnity insurance cover is provided under The Law Society of Scotland's compulsory Master Policy. The cover is provided by a panel of insurers with the lead insurer being Royal & Sun Alliance Insurance plc. The lead insurer's address is 200 St Vincent Street, Glasgow G2 5SG. Coverage is worldwide.

Limitation

In any transaction or delivery of legal services to you, our liability for any acts of negligence on the part of Miller Hendry, its partners and/or its employees is limited to the lower of the value of the transaction or our master policy cover unless we specifically agree otherwise in writing. In no circumstances will any individual of Miller Hendry be liable to you, whether by reason of negligence or otherwise.

We will not be responsible for the consequences of, and shall not be liable for, any loss caused to you by any third party arising from any misleading, incomplete or erroneous instructions or information given by you or where information or instructions are not given timeously. In respect of a claim by such a third party in such circumstances, you will wholly indemnify us in respect of that claim.

Copyright

All copyright in documents we produce is reserved to us. Advice given and documents prepared are for your use only and may not be copied or used by any third party without our express written consent.

Data Privacy

Our Privacy Notice can be accessed at <https://www.millerhendry.co.uk/privacy-policy/> alternatively a hard copy will be made available on request.

Variation

These terms may be amended by us, in our absolute discretion, from time to time. The form prevailing at any time shall be available at www.millerhendry.co.uk.

Law Society of Scotland

We are a legal partnership and are members of the Law Society of Scotland and are subject to its professional rules. We are subject to the Standards of Conduct Practice Rules for solicitors in Scotland. The Standards are accessible on www.lawscot.org.uk.

Scots Law

These terms of business are governed by Scots law and are subject to the exclusive jurisdiction of the Scottish courts.

To contact us please see www.millerhendry.co.uk/ouroffices