

Miller Goodall Ltd

Terms of business

1. Confidentiality and conflicts

- 1.2 All information regarding your business and affairs will be kept confidential at all times and not disclosed by us to any other person without your permission except as required by law. We may however make public the fact that we act on your behalf.
- 1.3 It is our practice to check for conflicts of interest before taking on matters in appropriate cases. However, an actual or potential conflict between your interests and the interests of another client of the company 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. In order to protect your interests we may not be permitted to continue to act for you.

2. Data Protection

- 2.1 We, as a data controller, are bound by the requirements of the Data Protection Act 1998.
- 2.2 Where applicable, you acknowledge that we are entitled to obtain, use, process and disclose your personal data to enable us to discharge the services which we have agreed to provide, and for other related purposes including updating client records, analysis for management purposes, crime prevention and legal and regulatory compliance.
- 2.3 In respect of other uses of your personal data, we shall seek appropriate permission as applicable.

3. Money Laundering Regulations

- 3.1 We reserve the right to ask for the production of such documents and other evidence and to make such enquiries as may be required in order to satisfy our obligations under the Money Laundering Regulations.

4. Fees

- 4.1 Unless otherwise agreed by us in writing our fees are calculated by reference to the rates of the personnel who deal with the matter. Hourly rates vary according to the seniority and experience of personnel. Other factors may also be taken into account, including the complexity, urgency and value of the matter, and an additional sum may be added.
- 4.2 VAT will be added at the rate which applies when the work is done. All estimates or quotations given by us are exclusive of VAT.
- 4.3 If we have provided to you a written estimate of the total charges, it is given only as a guide to assist you in budgeting and should not be regarded as a fixed quotation unless otherwise agreed in writing. We will update any such estimate from time to time, and at least every six months. We will also inform you if any unforeseen but significant additional work becomes necessary (for example, due to unexpected difficulties or if your requirements or the circumstances significantly change during the course of the matter). We will inform you in writing before any significant extra costs or expenses are incurred.
- 4.4 For a variety of reasons some matters are not completed. If we do not complete the work, we will charge you for the work done and expenses incurred

5. Expenses

- 5.1 By appointing us to act on your behalf you also authorise us to incur such expenses and disbursements as we consider necessary. Examples of expenses and disbursements which we may have to pay on your behalf include hire of equipment, counsel's and other experts' fees. These will be provided to you at cost. VAT will be added to those expenses and disbursements which are liable to VAT. We will consult with you before incurring any significant expenses and disbursements.

6. Invoicing and Payment

- 6.1 We reserve the right to request payments on account of our fees expenses and disbursements.
- 6.2 We will send you interim invoices for our fees, expenses and disbursements at monthly intervals, or as otherwise agreed with you, while the work is in progress. In addition, we may also send you an invoice, or request payment on account in advance, where we have to pay substantial expenses on your behalf. We will send a final invoice on completion of the work.
- 6.3 Payment is due to us within 28 days of the date of our invoice. Our final report will not be provided until full payment is received.
- 6.4 If you have any query about your invoice, including the basis on which it has been calculated, you should contact the company as soon as possible and in any event within the 28 day period referred to above.
- 6.5 Interest will be payable at 2% above the base rate of The Royal Bank of Scotland plc from time to time on any sums not paid within 28 days of the date of the invoice. Such interest will be charged on a daily basis from the date payment became due to the date payment is received by us, whether before or after any judgment.
- 6.6 If an invoice is overdue for payment, we reserve the right to suspend work on all matters on which we are instructed by you and to retain all documents and papers belonging to you, irrespective of the matter to which they relate, until all sums due to us have been paid.

7. Liability for costs and expenses

- 7.1 You are primarily responsible for paying our fees disbursements and expenses even if you have entered into an agreement for another party to pay or share them.

7.2 If our instructions in relation to a matter are received from more than one party, each party for whom we are acting will be separately responsible for payment of the whole of our fees disbursements and expenses.

8. Liability

8.1 We acknowledge that we will be liable to you for losses, damages, costs and expenses including interest ("Losses") caused by our negligence or the negligence of our employees, subject to the following provisions in clauses 8.2, 8.3, 8.4 and 8.5:-

8.2 We shall have no other liability of any nature, whether in contract, tort or otherwise, for any Losses whatsoever and howsoever caused, arising from or in any way connected with the matter.

8.3 We shall not be liable if such Losses are due to the provision of false, misleading or incomplete information or documentation or if and to the extent such Losses are due to any act or omission of any person other than us.

8.4 Unless otherwise agreed between us in writing, our aggregate liability, whether to you or any third party, of whatever nature, whether in contract, tort (including negligence) or otherwise, for any Losses whatsoever and howsoever caused arising from or in any way connected with the matter shall not exceed £50,000

8.5 Without prejudice to clauses 8.1, 8.2, 8.3 and 8.4 above, in the event that we are liable to you for Losses our liability in relation to such Losses shall be limited to that proportion of the Losses which it would be just and equitable to require us to pay having regard to the extent of our responsibility for such Losses and on the basis that other consultants, contractors, sub-contractors or any other third party employed by you or on your behalf shall be deemed to have paid to you such proportion of your Losses which it would be just and equitable for that party or parties to have paid having regard to the extent and nature of their responsibilities.

8.6 Unless otherwise agreed by us in writing and subject to clauses 8.1, 8.2, 8.3, 8.4 and 8.5 above, should it be necessary in connection with any matter for us to appoint or otherwise engage a contractor, sub-contractor, consultant, testing laboratory or other third party ("Third Party") we shall appoint and engage such Third Party as agent for you. Always accepting that we shall have exercised reasonable skill and care in selecting or in advising on the selection of any Third Party, we shall not otherwise be responsible for any negligence act or omission breach of duty or failure to perform by any Third Party.

8.7 Nothing in these provisions shall exclude or restrict any liability arising from fraud or dishonesty or any other liability which by law cannot be excluded or restricted.

9. Storage of documents

9.1 We will keep our file (except for any of your documents which you ask to be returned to you) for no more than 6 years. We keep the file on the understanding that we have the authority to destroy it 6 years after the date of the final invoice we send you for the matter to which it relates. This applies to all files and papers retained by us.

10. Termination

10.1 You may terminate your instructions by written notice to us at any time but we will be entitled to keep all correspondence and documents while there is any money owing to us for our fees disbursements and expenses in respect of any matter on which you have instructed us.

10.2 We may decide to stop acting for you where we have reasonable grounds to do so (including but not limited to failure to pay invoices in full by the due date or to make payments on account when so requested or if you should become bankrupt or commit an act of bankruptcy or should make any arrangement or composition for the benefit of creditors or should go into liquidation, administrative receivership, receivership, administration or have a winding up order issued against you). We will give you reasonable notice in such circumstances.

10.3 In the event of termination, you will pay our fees expenses and disbursements up to the point of termination.

11. Electronic communication

11.1 Unless you tell us otherwise, we may communicate electronically with each other. However, electronic transmission of information cannot be guaranteed to be secure or virus or error free and information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. We each agree to use commercially reasonable procedures to check for the then most commonly known viruses before sending information electronically but you and we recognise that these procedures cannot constitute a guarantee that transmissions will be unaffected by hazards. We confirm that we each accept these risks and authorise electronic communications between us. We will each be responsible for protecting our own systems and interests in relation to electronic communications. Neither you nor we will have any liability to the other on any basis, whether in contract, tort (including negligence) or otherwise in respect of any error, damage, loss or omission arising from or in connection with the electronic communication of information.

12. Third party rights

12.1 It is agreed between us that the Contracts (Rights of Third Parties) Act 1999 does not apply to the terms of our engagement or any subsequent amendment to it unless expressly confirmed in writing by us that the said Act does apply.

13. Assignment

13.1 This agreement or any part or benefit or interest under it may not be assigned without our written consent.

14. Governing law and jurisdiction

14.1 The agreement between us shall be governed by and construed in accordance with English law.

14.2 The English courts shall have exclusive jurisdiction to settle any dispute which may arise between us. To this end you and we irrevocably agree to submit to the jurisdiction of the English courts.

15. Whole agreement

15.1 These terms shall not be modified or varied except in writing signed by you and us.