

## STANDARD TERMS & CONDITIONS

The following Terms of Service apply to professional services supplied by Millington Hingley Ltd [Company Registration No. 11260396]. They will apply in all cases for work done unless any other (or additional terms) are agreed with you in writing before work commences.

### 1. Professional fees

- 1.1. Based on information provided by you, we will prepare a quote which represents our best possible estimate of the likely overall cost to do the work that you require in the timescales that you need.
- 1.2. We will also explain what needs to happen in order for us to complete that work and include as much detail as possible in the quote so that you know a) what activities are included, b) who will be doing the work, c) where the expert is based and d) how the overall time is likely to be apportioned. In cases that are not operating within the LAA framework, you may wish to authorise us to carry out work to a pre-set limit and in these cases we will seek your instructions to extend that limit (if necessary) before we work beyond it.
- 1.3. Should the information that you provide initially change and/or additional work is required, a further quote will be provided. If the work that you have authorised is cancelled after we have been instructed, which we must have in writing, there may be an administration charge. This will depend on what work has been conducted up to the point of cancellation and we will outline precisely what is being billed on our invoice.
- 1.4. The initial quote might not include an outline of the specific disbursements (that is, costs that we incur on your behalf during the course of the instruction that we could not have realistically estimated at the start). These costs are passed onto you, without mark-up, and will include things like travel costs e.g. mileage, rail fare, parking or congestion fees; courier fees e.g. for secure transfer of case materials; accommodation and subsistence costs, and VAT (where necessary). We also reserve the right to charge, as a separate item in our invoice, any exceptional office disbursements that are not taken account of in our standard charge rate. This may include large volume printing or copying which we could not have reasonably foreseen.
- 1.5. We will always notify you, in writing, if we encounter any other substantial costs that we could not have reasonably predicted at the outset and request your authority for these.
- 1.6. If you are operating under the Legal Aid Agency framework of fees then we will work within their pre-defined limits and we will outline which of their pre-defined rates has been used to generate our quote.
- 1.7. Where the Legal Aid Agency contest the rate that has been applied for we ask that you work with us to appeal that decision in order to secure the necessary prior authority. We have a fair pricing policy. We do not mark-up our fees for the sole purpose of profit and we base our quotes on our best estimate of the time that it will take to complete the work that you need, in the timescale that you require and to the standard that you expect of us. We do not seek to undercut other providers for the sole purpose of winning work and hope that you will not request a quote from us simply to pitch other providers against us, or each other.

- 1.8. Where we are required to attend court, or conduct work at the request of the court including during the timeframe of trial, we will tell you the hourly rate(s) that will be used to calculate the final bill and provide an estimate of the likely overall cost before we complete any work. Estimated court charges can change depending on the actual time spent at court and travel conditions. If you are operating within the LAA framework and cannot reasonably secure Prior Authority before we are required to complete our work e.g. short timescales, we will ask you to authorise the payment of our costs, in writing. In most instances we will submit our invoice to the court, but in confirming that our costs will be met you become liable for those costs and agree to help where possible to secure payment – such as ensuring that the court is aware of our involvement and providing a letter outlining the circumstances under which our attendance/involvement was instructed in order to support our invoice, as necessary. If you need to limit the number of allowable hours please discuss this with us in advance of any court attendance so that we know to obtain your authority if we need to exceed that limitation.
- 1.9. In some cases, depending on the specific circumstances of our instruction, it may be necessary to charge a premium over the above-mentioned hourly rates. We will always outline our reasons for this.
- 1.10. In all cases in which it is expected that the final cost could exceed the original estimate we will inform you of this in writing, give reasons and provide an additional estimate as necessary for your approval. Only in exceptional cases will we ask for, or accept, verbal authority to exceed the original quote e.g. if waiting for written authority could prejudicially delay the matter.
- 1.11. We reserve the right to adjust our hourly rate in line with the LAA guidelines and at least annually for all private fees. We will notify you in advance of any such increase if this occurs during a live case, and will update and publish these in our Client Care Statement.

## **2. Invoicing and Interim Billing**

- 2.1. We have a policy of prompt payment for all work that we have actually carried out and the associated disbursements and we ask that you settle your invoice as soon as possible, but at least within 30 days from the date of issue. In certain circumstances we may require payment in advance for our fees e.g. for disbursements or the fees of any third parties with whom we need to collaborate in order to do the work that you have instructed us to do. This is particularly relevant for our Training Courses and we implement strict fee terms including a cancellation /refund policy which you will be notified of separately if this applies to you.
- 2.2. We may need to issue an interim invoice to cover work actually done in larger or long-term cases so that we can maintain our service to you. This also helps you to keep track of costs as they are being incurred. Our interim invoices will never exceed the fees that are due specifically for the work that has been completed by the date shown on the interim invoice and will be within the total authorised fee.
- 2.3. Our terms for payment of interim invoices or for disbursements are the same as for payment of the final invoice.
- 2.4. If you intend to pay your invoice by cheque, please ensure we receive your cheque in good time so that cleared funds are available at the time that the invoice is due. Your bank or

building society will be able to advise you if you are uncertain of the time it will take your cheque to clear.

- 2.5. If all or part of our invoice is not paid within this time, we reserve the right to charge interest daily thereafter at the equivalent rate of 8% per annum. If we are forced to sue for payment of our fees, we shall seek interest and charges in accordance with the provisions of the Late Payment of Commercial Debts (Interest) Act 1998 as amended. If you have any query about the invoice or your ability to pay within our terms you should contact us immediately.
- 2.6. If prior authority was obtained to cover our fees and the case has not yet gone to trial, we ask that you claim a 'payment on account' whilst the case is ongoing by filling a claim form that can be obtained from the Legal Aid Agency. The Legal Aid Agency should release payment within 5 days and this will allow you to pay our invoice on time.
- 2.7. If a third party has agreed to pay our fees incurred on your instructions and the third party fails to pay us, you will still be liable to pay our fees. We will be under no obligation to sue that third party for recovery of our fees and any disbursements.
- 2.8. We will endeavour to ensure that our final invoice includes all of the costs for the work that has been done by us. In exceptional circumstances we may incur additional costs that could not have been reasonably predicted at the start. These can include courier fees and/or retention fees that are necessary to return case materials to the appropriate party and/or retain case materials in accordance with the conditions set out in the NFFNG Exhibit Retention Guidance V1.0 & NPIA Exhibit Retention Guidance (V1.0) 2012. In these instances the associated expenses will be invoiced, at cost, as soon as is possible after the final invoice in order to close the matter.
- 2.9. If you dispute the amount of our fees you should refer the matter to us in writing setting out the reason for your complaint. If we cannot agree what is the fair amount of costs then you have the right to complain to the relevant authorities.

### **3. Security and storage of case materials and data protection**

- 3.1. We must retain case materials in accordance with the conditions set out in the NFFNG Exhibit Retention Guidance V1.0 & NPIA Exhibit Retention Guidance (V1.0) 2012 and we reserve the right to charge for retention (and transfer) of case materials if it becomes necessary to move the materials to a third party site including for long term storage.
- 3.2. We respect your data and operate a policy that is commensurate with users of the UKCJS in respect of data collection, storage and processing practices. We undertake security measures to protect against unauthorised access, alteration, disclosure or destruction of your personal information and data stored by us.
- 3.3. All personal information relating to individual clients of Millington Hingley Ltd, and anyone else with whom we have professional dealings will, where applicable, be kept confidential and processed in accordance with the Data Protection Act 1998 and in accordance with the policies and directives of the Information Commissioner's Office (ICO).
- 3.4. Our use of that information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality to you. We only use your personal information to administer your account and to provide the professional service that you have requested from us. Please

note that our work for you may require us to give information to third parties such as other expert witnesses and other professional advisers so that they can assist in specifically administering the work that you have requested. You have a right of access under data protection legislation to the personal data that we hold about you.

- 3.5. We may from time to time like to contact you with details of other training and services that we provide. Before we do this, we will first ask if you consent to us contacting you for this purpose. We will also ask you to confirm how you would like us to contact you. We operate a paperless policy where possible and so unless you require a hard copy, we would usually send marketing information by email, or contact you by phone or text message.
- 3.6. If you allow us to store your information for marketing purposes, we will not share your information with external agencies or third parties.
- 3.7. If, at any point, you want us to delete your information from our marketing database please notify us by writing to [mail@millingtonhingley.co.uk](mailto:mail@millingtonhingley.co.uk) or contact us by phone/text.
- 3.8. More information regarding how we collect and use your personal data is provided in our Privacy Policy.

#### **4. Communications**

- 4.1. We will typically communicate with you by email or telephone, including by secure cjsm email where possible, but if you prefer a different method we will aim to communicate with you by that method. Written communication will be marked according to the Government Security Classification Policy where appropriate. We check digital media or e-mail messages for viruses but we cannot be responsible for the security of correspondence and documents sent by e-mail.
- 4.2. If you need to send materials to us, including case papers, please contact us in order to confirm the correspondence address. Please do NOT send case papers or sensitive material to our registered address, as this is managed by a third party. We cannot accept responsibility for materials that are sent to our registered address.

#### **5. Complaints**

- 5.1. Customer service is at the heart of everything that we do, but if you have any cause to complain about our services in the first instance you should raise your concerns with the person who is dealing with your matter. If you are dissatisfied with their response you should set out, in writing, the nature of your complaint and send this for review to Millington Hingley Ltd and the other partner will deal with your matter. They will also acknowledge receipt of your complaint in writing within 14 days. This partner will then consider your complaint and carry out an investigation and will provide a proposed solution within 10 business days. If the matter is complex and it takes longer to deal with your complaint, we will contact you within 10 business days to give you an approximate timescale of when you can expect a response. If we believe it would be helpful, we may suggest a meeting. We will then provide you with a substantive written response. If you remain dissatisfied with the written response, you have the right to take the matter further and we would comply with any reasonable adjudication process to find a solution.

## **6. Insurance**

6.1. Our insurance provider is Hiscox Underwriting Limited through JELF, Partnership House, Priory Park East, Kingston Upon Hull, HU4 7DY; telephone 01482 213215; fax 01482 213216. We have professional indemnity insurance and public liability insurance and details of the level of cover can be provided as necessary.

## **7. Equality and Diversity**

7.1. Millington Hingley Ltd is committed to promoting equality and diversity in all of its dealings with clients, third parties, collaborators and employees.

## **8. Termination of instruction**

8.1. You may terminate your instructions to us in writing at any time but we will be entitled to invoice for any work done and disbursements up to the point of termination.

8.2. We may decide to stop working for you only with good reason, for example, if you do not pay an invoice/ interim bill or comply with our request for a payment on account. We will give you reasonable notice that we will stop acting for you and an invoice will be issued for actual work done up to that point.

## **9. Miscellaneous**

9.1. Our normal hours of business are Monday to Friday 0900hrs – 1700hrs and contact details are provided in our website: [www.millingtonhingley.co.uk](http://www.millingtonhingley.co.uk). We also operate an out of hours service during which time we will take reasonable measures to provide cover. Out of hours operations will be on a good will / best endeavours basis.

## **10. Application of our terms and conditions**

10.1. We reserve the right to amend our terms of service and will update our website in such instances and/or give reasonable written notice delivered to you at an address last known to us, including email, if we are instructed on a live matter at the time of the amendment.

10.2. These terms and conditions shall be considered to apply to any matter with effect from the time when we have first commenced performing professional services for you.

10.3. In the event that you have instructed us jointly with, or as agent for, another person, you and that other person shall be deemed to be jointly and severally responsible for our costs and disbursements in the matter, except to the extent that we agree with either of you in writing to the contrary.

10.4. Your continued instructions in a matter will amount to your acceptance of these Terms & Conditions, which should be read in conjunction with our Client Care Statement.

*We look forward to working with you.*

*Millington Hingley Ltd  
2018*