

TERMS OF BUSINESS

Introduction

Thank you for choosing to instruct JS Miller Solicitors to assist you with your case. The purpose of this document is to confirm what we will do for you, how much you agree to pay us for our services and various other terms of our retainer as discussed in our recent conversation.

We realise that this document is lengthy, and may appear complicated but we are required by our regulatory body to provide you with the below information as soon as possible after initial instructions have been received.

If you have not done so already, please send us copies of any paperwork you have received from the police/ticketing office/court. If you receive any further papers in connection with this matter, then please send us copies.

JS Miller Solicitors is a trading name of Jeanette Miller Law Limited, a Limited Company Registered in England and Wales. Company No: 8214795. Head office and correspondence address: Unit 3 Digital Park, 3 Pacific Way, Salford (Media City) M50 1DR. Registered office: Riverside House Kings Reach Business Park, Yew Street, Stockport, United Kingdom, SK4 2HD. Authorised and Regulated by the SRA No: 573314.

Any reference to a partner in relation to Jeanette Miller Law Ltd is to a Director of Jeanette Miller Law Ltd or to an employee or consultant with equivalent standing.

If you have any questions about these terms of business, please contact us and we will be happy to discuss this with you.

Responsibility for the work

The work on your case will normally be carried out by a team of caseworkers consisting of lawyers and paralegals at the firm. All cases are overseen by Jeanette Miller as the Managing Director of the company, who has ultimate responsibility for this matter. However, Tara Boyle, the Legal Directors is responsible for all service issues at the firm.

By instructing Jeanette Miller Law Limited (trading as JS Miller Solicitors) to provide services, you are engaging the limited company of that name. You agree that it alone (and not any individuals) will owe duties and obligations to you in respect of the engagement. You agree that no Director or employee has any personal responsibility to you.

Communication

We will keep you informed of the progress of your case as and when the need arises. This will usually be by email, telephone or letter although it may occasionally be by text message as urgent circumstances may dictate.

As part of our Social Responsibility Policy, we aim to reduce paper consumption as far as possible. Sometimes we will have to send written correspondence by post to you but, if you are agreeable, we would like to send most communication to you by email. Please advise us if any of these methods of contacting you are unsuitable or if there is a particular or alternative means of communication you would prefer us to use. To this end, enclosed with this document is a communication preference form. Please complete this and return it to us along with the other documents we ask that you return.

In cases such as yours, it is not uncommon for there to be fairly long periods where there is little activity followed by shorter periods of higher activity. We shall only contact you when we consider that it is necessary to do so, but you should feel free to contact us at any time if you wish to consult with us about any aspect of your case.

Should you wish to speak to anybody about your case during office hours, please call your caseworker in the first instance. Our caseworkers can sometimes be called away to deal with urgent court queries or to meetings with clients, but we understand how important it is for you to be able to contact somebody about your case at your convenience. Accordingly, if your caseworker is unavailable to deal with your query immediately, you will be able to leave a message with our administrative team who are also likely to have knowledge of your case and may be able to assist you. If they cannot answer your query, they will take a message and either your caseworker or one of our other caseworkers will call you back. We aim to return all calls within 24 hours.

If you would prefer to send an email or text our central text number, **07451 275580**, please feel free to do so as we ensure that all emails, texts and communication is checked regularly throughout the day.

We are happy to discuss your case with a nominated third party if you give your specific agreement to this. Some of our clients ask us to speak with their partner, spouse, parent or relative. Whilst we are happy to do this, we will only take instructions from you, as our client. We will also have to provide and explain our advice to you directly to make sure you fully understand this. If you do want to have someone else involved or to hear our advice, it could be that we agree telephone conferences with you and your nominated third party. This removes duplication and the possibility of there being confusion. In addition to this, we can never agree to have private communication with a third party and we will always forward details of any communications that have not involved you on to you, as our client. Depending on how much involvement you wish a third party to have in your case, we may ask you both to sign an agreement confirming what we are instructed to share and disclose.

Your responsibilities

We act in partnership with our clients to provide the best representation and advice on the case. In order for us to do this and continue to act for our clients, we ask that all our clients agree and follow a few simple principles:

1. You will provide us with full information relating to the alleged offence at the outset of the matter;
2. Clients must respond to requests from us promptly as there may be very tight court deadlines for us to adhere to;
3. You will provide us with prompt and clear instructions, as we cannot act without your instructions;
4. You need to read, clarify and sign the proof of evidence (statement) promptly. You should make sure the detail in the proof is accurate at the very beginning of the case, as changes later on can lead to difficulties in your case;
5. You agree and keep to an agreed communication with your case handler; and
6. Whilst we recognise the stress and anxiety a court case can involve, we expect our clients to agree to be courteous and respectful to all members of our team. Although this would be a last resort, please note that rude or abusive conduct could result in us terminating your representation.

We always want to work with our clients to achieve the best possible outcome in their case. If you have any difficulties with our expectations outlined above, please contact us immediately to discuss these.

Scope of our retainer

We shall advise and act for you in relation to all aspects of your case. We refer you to the cover letter sent alongside these Terms of Business for full details. The agreed fee quoted at the outset, relates to charges we are aware of at the time of instruction. Additional or different fee charges that we are made aware of after the commencement of the retainer should they arise, will be subject to further agreed fees.

Our charges

We operate on the basis of an "agreed fee", which is a pre-set fee that is not varied upwards if we find that there is significantly more work or disbursements (expenses) to be incurred (save for the additional costs below or anything in addition to what we have agreed to include) that we as a firm had not anticipated, for example significant disclosure being provided that requires more time than usual to consider. The flip side of this agreed fee is that it is not a fee that can be reduced or that is dependent on the 'transaction' being completed. We find our clients prefer this fee structure to traditional billing based on work required, as it gives absolute certainty in terms of how much is required to be paid in respect of legal fees.

We have an agreed fee with you. That fee has been calculated by us in considering how long we generally spend on your type of case and applying the hourly rates below. If you cancel your instructions to us within the cancellation period (as explained below), we will calculate the time spent at the point of cancellation, the cost of the time spent and any refund due to you will be made accordingly.

If payment of the agreed fee is by instalments, please note that all instalments are payable by way of a card payment that will be set up at the case outset as instalment payments will be processed automatically. Instalment payments will continue to be taken, even if the case concludes before the instalment falls due.

The charging rates we apply depend on the qualification level of the person undertaking the work. Standard letters and telephone calls are charged at 1/10 of the relevant hourly rate below. The charging rates cover all work done by us including preparation of the case and attendance at court where required. The charging rates also apply to travelling and waiting time. We calculate our time on each file by breaking down an hour into 6 minutes, or 1/10th of an hour.

Hourly Rates	
Senior Solicitor	£450.00
Assistant Solicitor	£300.00
Trainee Solicitor	£200.00
Paralegal	£200.00

Due to the nature of the structure of the office, it is likely that more than one person will be involved with the preparation of your case.

It is very difficult for us to be precise as to the amount of work which may be done within the cancellation period. Many cases are extremely fast paced, usually if a court date is set.

Please note that the rates we apply to the work we do are likely to exceed the rates that are allowed by the National Taxing Team (NTT) for this type of work. For details of how this will affect reimbursement please see the sections entitled "Defence Costs Order" and "How Much Can You Recover?" However, our rates reflect our expertise and our location and, with more junior staff, the supervision of their work (the time for which is not charged separately).

Defence costs order (DCO) - Relevant to Magistrates' Court Proceedings Only and if you intend to plead Guilty

If it is your intention to plead guilty at Court, in extremely rare circumstances, the prosecution may withdraw the case against you. Should this happen, we will apply for a defence costs order on your behalf.

Once you have this order you could make a claim to the National Taxing Team, which could result in a small refund of some of your fees being paid to you. Below is some more information about the nature of such an order. This will only apply if for some reason, the case against you is withdrawn before your guilty plea is entered. If you did wish for us to pursue a recovery of some of your costs, a further agreed fee would be payable to cover the costs of submitting a bill to the National Taxing Team, which may be disproportionate to the amount you would recover.

Defence costs order (DCO)- Relevant to Magistrates' Court Proceedings Only (Where you pleaded Not Guilty)

The Prosecution of Offences Act 1985, section 16, gives the court the power to award costs to successful defendants of such an amount "as the court considers to be reasonably sufficient to compensate the defendant for any expenses which he has properly incurred in the proceedings".

Recovery of full or even partial costs can never be guaranteed and you should be aware that, whilst our average recovery of costs tends to fall between 10-20% of the costs claimed, there are exceptions to the rule.

If you are acquitted or if the prosecution against you is discontinued, there is a strict 3-month time limit to submit a bill to the National Taxing Team (NTT) for taxation and payment.

It is possible that due to the sheer volume of cases that we have to deal with before your own case that a bill will not be submitted for up to 3 months following your acquittal or the discontinuance of the prosecution.

The NTT will assess the work done on your bill with a number of principles in mind and one determining officer will apply those principles differently from another. They will look at what work was necessary to progress your case and not necessarily what was necessary to provide a good service to you.

Defence costs order (DCO)- Relevant to Magistrates' Court Appeals Only - appeal to Crown Court against conviction or sentence

In the event we pursue an appeal to the Crown Court against any conviction or sentence in the Magistrates' Court, the recovery of your legal costs are capped at the rates set within Schedule 2 of The Criminal Legal Aid (Remuneration) Regulations 2013. Litigators' fees are capped at £349.47 (appeal against conviction) and £155.32 (appeal against sentence). Any counsel or expert fees will also be submitted to the NTT but the recovery rates are also capped to the rates set out within the relevant legislation.

How much can you recover in the above circumstances?

We are hopeful that you will recover between 10-20% of the fees you have incurred in pursuing your defence. This figure is based upon you being successful after trial. If the case is discontinued before trial the figure may be lower. However, we are unable to offer any guarantee of this level of recovery due to the number of factors to be considered by the NTT.

With our client's consent we are always happy to discuss the case, if appropriate, with an authorised person (often a partner, spouse, parent or relative). However, the cost and time for us doing this cannot be recovered from the NTT. You will not be charged any extra for us communicating with a third party if you ask us to, but it may well decrease the refund you receive.

Costs Recovery - Crown Court Cases

If you are charged with one or more serious offences, and this is dealt with in the Crown Court, it is unlikely you will be entitled to recover any costs even if acquitted (found Not Guilty), as costs are only available to a defendant who has applied for legal aid and been found to be financially ineligible to receive it.

We refer you to our paragraph below on Alternative Funding. We do not offer legal aid at JS Miller Solicitors, but it is our duty to advise you of the consequence of refraining from making an application for legal aid. If you wish to apply for legal aid, you would have to approach an alternative firm with a legal aid contract to apply for funding, and if found to be financially ineligible, this could protect your position as to recovery of a small proportion of your costs at legal aid rates if found Not Guilty or a case is discontinued. Typically, refunds on this basis will be around 10% of the amount we charge to you.

Whilst we recognise the commercial considerations you may wish to factor in to the way you proceed from here, please note that we cannot apply for legal aid on your behalf. If you choose to make an application, the negative consequence of this could be a delay in this firm being able to properly prepare and progress your case as we will not be able to be on the court record as acting for you alongside another firm whilst they apply for legal aid. This can result in problems in our receiving disclosure of evidence or corresponding with the parties in the case.

Prosecution costs

You will be ordered to pay a contribution towards prosecution costs only in the event that you plead guilty or are convicted.

The main factor that affects the level of costs applied for by the prosecution is the stage the proceedings have reached when you are convicted. If you plead guilty at the first appearance of the case (also known as an 'early' guilty plea), the costs awarded to the prosecution are normally less than if convicted after a trial.

The amount actually applied for by the prosecution will depend on a number of factors, such as the length of time it has taken for the case to conclude, the number of court hearings there have been, the amount of work that has been undertaken to prepare the case for trial, how complicated the case is and whether expert evidence was involved. There are published [guidelines](#) for prosecution costs that are awarded. In some cases, the costs applied for by the prosecution may be substantially more than the upper guideline. If you initially plead not guilty and then decide to change your plea to guilty before the trial, the prosecution is likely to seek an amount somewhere between the 'early' guilty plea costs and full trial costs.

The CPS will generally follow their own guidelines based on the "sliding scale" they use to decide on what cost order they apply for. The guidance states that "the policy of CPS is to apply for costs against convicted defendants unless the particular circumstances of a case mean that such an application would lack merit or an order for costs would be impractical." The prosecution will normally ask the court to order that you pay towards the costs of bringing the case against you. The court should take into account your financial circumstances when deciding whether to order you to pay costs and, if so, the appropriate amount. The court will not necessarily order you pay the full costs that the prosecution request.

Prosecution Costs in the Magistrates' Court

The generally accepted amount the Crown will seek in early guilty pleas will be £85.00 and the highest amount would be £160.00. Prosecution costs orders that are made after trials will be considerably more, as the Crown will request a figure that they consider to be reflective of the amount of time spent on the case and the expenses they incurred throughout the process.

The Crown's sliding scale for costs relating to defendants that are convicted after trial in the Magistrates' Court guides them to request costs of between £620.00 and £1,150.00. Those convicted in the Crown Court after trial will often be required to pay more and the CPS can request between £2,800.00 and £4,200.00 in costs.

Prosecution Costs in the Crown Court

If you've been charged with an "either way" offence and you intend to enter an early guilty plea and the matter is committed to the Crown Court for sentencing, you can expect to be ordered to pay around £145 to £220 in prosecution costs.

In the event that you're sentenced for an "indictable only" offence, you'd be expected to pay around £340 to £510 in prosecution costs assuming that you plead guilty at the earliest opportunity.

The amount requested by the Crown Prosecution Service and the amount that is ordered by the Court can often differ. The amount ordered by the Court should not exceed what you can afford to pay. The cost order should also not be grossly disproportionate to the fine (should a fine be imposed) ordered by the Court. The fine will be "means assessed" (based on your relevant weekly income) and therefore if a fine is ordered, the Court should not make a cost order that is disproportionate to that amount. There are unique circumstances where the Court has discretion to deviate from this principle. However, overall costs can be disputed by your trial advocate should we take the view that the Crown's application for costs is unreasonable or disproportionate.

Surcharge (Victim Surcharge)

Even though most motoring offences are arguably, victimless crimes, if convicted at court, the court must ordinarily impose a surcharge (commonly referred to as a 'victim surcharge') when fining an offender for an offence committed on or after 1 April 2007 (Criminal Justice Act 2003, s 161A, and SI 2007/1079). There are some exceptions to this rule but in most cases a relatively low sum will be ordered to be paid in accordance with the following rates:

Surcharge rates (offences committed on/after) (from 14 April 2020):

Changes to the level of surcharges (often referred to as a 'victim surcharge') ordered under the Criminal Justice Act 2003 came into effect on 14 April 2020 by virtue of the Criminal Justice Act 2003 (Surcharge) (Amendment) Order 2020. The amounts ordered to be paid range depending on whether the defendant was a youth (under 18 at the time of the offence) an adult or a company. The range of surcharge is between £17- £190.

Wasted costs - costs thrown away

At any stage during court proceedings, an application for costs can be made /ordered by a court against a party to the proceedings. An order for costs to be paid by one party to the other will only be made if the court is satisfied that the party's act or omission was tantamount to negligence and caused unnecessary hearings, hearings that do not conclude with a result, or any other unnecessary costs being incurred by the opposing party.

This is a separate order for costs that would be in addition to a defendant's costs order to which you are usually entitled if you are found not guilty. There is no requirement to prove that anyone has been negligent for a Defence Costs Order to be made.

If there has been an occasion where unnecessary costs have been incurred by the defence and this was caused by the act or omission of the prosecution the court may invite the defence to apply for costs against the prosecution, or we may ask the court to consider a costs application without being invited to do so.

We tend to be cautious advising clients to make an application for costs thrown away for the following reasons:

- a. The position may seem clear but the court will wish to scrutinise the application which may involve a lengthy and detailed process of drafting a costs schedule and initial representations. I turn, the application may then be opposed by the other party and eventually refused or the amount claimed significantly reduced by a Judge.
- b. The court may require an extra hearing for the costs application to be dealt with, incurring further costs and time, and there is no guarantee that the result of that hearing will be successful.
- c. If the court do award costs, quite often they will limit these to a reduced portion of the amount claimed that could be far lower than the costs incurred in applying for them in the first place.
- d. Once a costs order is granted, the process of chasing the Prosecution to pay those costs is lengthy, and in some cases can take up to 12 months.

If a costs issue arises in your case and you would like to explore making a costs application having had positive advice from your case handler, we will charge the following agreed fees:

1. For preparation of a costs schedule and a written application to the Crown/Court - £500 + VAT (£600).
2. If any attendance at court is required for a hearing on this issue, we will charge a further cost of £750 + VAT (£900) for each hearing.
3. Should the Court require a skeleton argument on the issues of costs this will cost a further £750 + VAT (£900).

Agreed fee refunds

If the case against you is discontinued/withdrawn or you face no charge, there will be no refund of fees made to you save for any contribution recovered from the court pursuant to the terms of a Defence Costs Order.

If you cancel your instructions to us within the cancellation period, we will calculate the time spent at the point of cancellation and any refund due to you will be made accordingly.

If your case concludes before trial or you withdraw instructions, there will be no refund of fees paid and any remaining instalments remain payable. Similarly, if you decide to change your plea on the day of trial, there will be no refund of fees paid.

Invoice payment details

If we have requested payment of fees and an invoice remains unsettled prior to the deadline specified, we reserve the right to come off the court record and refuse to represent you. In this situation, you remain liable for all costs incurred as at the date we come off record and this could result in our pursuing you for any outstanding payment due in the county court.

If we have agreed for you to make payment of the whole agreed fee in instalments, it is a condition of this package that those instalments are to be paid by scheduled card transaction on the date we specify. This is normally one month apart, however, the entire agreed fee must be paid one month before trial. The timetable of instalments may not be finalised until a trial date has been set. However, we will outline this to you in writing and send reminders when payment will be collected. It is essential that you have sufficient funds to make the instalment payments as any default in payment will result in drastic action that could jeopardise the success of your case.

Consequences of defaulting

If a scheduled transaction fails, we will contact you the same day (if a working day) and notify you. You will be expected to make the payment by 4pm the same day for us to continue to act on your behalf. If you fail to make the payment we will come off the court record and notify the Court and CPS we are no longer acting for you. We will also be forced to refuse to represent you and cancel trial bookings of any advocate or expert.

Payments made by third parties

We often receive payments from third parties on behalf of our clients, such as an employer or relative. Please note, however, that our contract is at all times with you, the person facing prosecution or making the application.

In the event of a refund of fees, even if you did not pay for your own fees, the reimbursement will be made to you directly. Any third party paying on your behalf should be made aware of this by you.

Authority to make payments

You authorise us to make the following payments out of any funds we may from time to time hold on your behalf:

1. Third party fees or expenses;

2. Our fees, subject to us providing to you a VAT invoice; and
3. Any other costs or expenses we incur on your behalf in connection with your case.

Alternative Funding

You should be aware that in certain circumstances, you might be eligible for legal aid to either cover or contribute towards part of the costs of your case. Broadly, it may be available in cases where the defendant is likely to lose their liberty, livelihood or reputation, where the witness evidence meets certain specific criteria, where the defendant will not be able to understand the proceedings or where there is a substantial question of law involved.

Jeanette Miller Law Limited do not provide our services in relation to publicly funded cases.

For certain case types you may have the benefit of legal expenses insurance. However, the majority of policies will not cover the rates we charge as legal expense insurers will appoint panel solicitors (usually without our level of expertise) who tend to be willing to deal with cases at legal aid rates or lower rates than those we apply to the work we do. We can approach your legal expense insurers to pay towards your costs but would expect you to make up any shortfall if they do not agree our rates. Another potential downside of involving a legal expense insurer is that it is unlikely they will fund a technical defence and will work on the basis of assessment of merits on the facts of a case. Our strategic approach is often not linked to the facts but is focused on procedural and technical deficiencies in the case against a client which are not compatible with an insurer's assessment criteria.

Likely time scales

If you are pleading Not Guilty in the Magistrates' Court

We estimate that the likely time scale for your case to reach conclusion (generally after a trial) is between 3 and 9 months. However, given that these types of cases are dependent on the Court listing dates, it may be that your case takes longer to reach conclusion. We will keep you informed of all Court dates and the likely timescales.

If you are pleading Not Guilty in the Crown Court

We estimate that the likely time scale for your case to reach conclusion (generally after a trial) is between 6 months and can in some circumstances exceed 2 years (depending on the seriousness of the alleged offence. However, given that these types of cases are dependent on the Court listing dates, it may be that your case takes longer to reach conclusion. We will keep you informed of all Court dates and the likely timescales.

If you are pleading Guilty in the Magistrates' or Crown Court

In some cases, if yet to receive court date, it can take as long as 6 months to be notified of the first court hearing date. Although, the time frame is much more difficult to predict as these types of cases are dependent on the efficiency of the police and Court listing dates. It may be that your case takes longer to reach conclusion. We will keep you informed of all Court dates and the likely timescales.

Following notification of a first court date, we estimate that the likely time scale for your case to reach conclusion is between 1 and 2 months.

Cost / benefit

You should conduct your own cost / benefit analysis of your case. In our view, the potential outcome of your matter is likely to justify the expense or risk involved, including any risk of you having to pay the prosecution or respondent's costs. However, you must ensure that you personally consider this carefully and make your own judgement.

Termination

In the accompanying letter is a cancellation notice to be used within 7 days after entering into this contract if you change your mind about instructing us. As we may have had to undertake work on your behalf before you send us your cancellation, any work will be charged to you in accordance with the hourly rates outlined in this document. In the event that a refund is due to you, we shall arrange payment to you of the same within 14 days of receipt of your signed cancellation notice.

We would expect to act on a matter up to its conclusion in whatever form this may be. Our instructions may, however, be terminated by either of us at any time. We would not normally terminate our instructions unless we felt that it would not be in your interests for us to continue to act or if a conflict of interest were to arise.

Should our instructions be terminated prior to the end of your case, we expect you to be responsible for our charges on an hourly basis and any expenses or disbursements incurred on your behalf up to the date of termination. We retain the right to exercise a lien for any unpaid costs, this can include us retaining your papers and documents while any fees owed remain unpaid.

Consumer Contracts Regulations 2013

If our instructions to act arose from a meeting (or other communication) that occurred with a representative of our firm who was not then at our office, it would be an "off-premises" contract; and as such (unless the payment for the services by you would not exceed £42 - e.g. a legal aid matter subject to no contribution), you would have a right to cancel your instructions to this firm (by letter, fax or e-mail) within 14 days of the day after the date that

you contacted/instructed this firm. If you cancel the contract within that 14-day period, but in the meantime you instruct us to carry out an item of work, and we carry it out, you would be liable to pay our reasonable costs for that work. Also, if you authorise us to commence work and thereafter give notice of cancellation, by which time we have completed the matter, again you would be liable to pay our reasonable costs for that work. However, subject to this point, if you exercise your cancellation right, you would not be charged for our services.

If we have been instructed to act for you otherwise than as described above, this would be an "on-premises" contract, with no right of cancellation; although you would be entitled to terminate our retainer (as mentioned elsewhere in this document).

Duty

We will perform the instructions detailed in this letter with reasonable care and skill and you acknowledge that (subject to our terms and conditions) we will only be liable to you for losses, damages, costs and expenses caused by negligence or wilful default. However, we will not be so liable if those losses are due to the provision of false, misleading or incomplete information and documentation or due to the acts or omissions of any persons other than Jeanette Miller Law Limited.

Limitation of liability

Unless agreed to the contrary in writing, we limit our liability in respect of any claims of negligence, breach of fiduciary duty or breach of contract on the part of Jeanette Miller Law Limited, its principals or employees or otherwise which you may make against us arising out of your case to the level of our professional indemnity insurance cover at that time in line with the minimum level of compulsory insurance as required by the Solicitors Regulation Authority. Nothing in these terms seeks to limit or exclude our liability for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation.

Where we instruct experts or Counsel ("court team personnel") on your behalf we will do our utmost to secure the attendance of that person(s) at your trial. However, there are occasions where a last minute change in court team personnel may become necessary due to unforeseen matters out of our control (for example illness or where another case becomes part-heard and takes priority over cases that have not yet started). In this scenario we will ensure alternative court team personnel are secured/arranged.

We will not be liable for any compensation in relation to changes in court team personnel which are out of our control.

Our advice to you will be based on the information provided. While we can request a copy of any evidence which will be put before the court in advance of the hearing, we know from experience this is not always made available. We cannot accept liability for advice provided where facts are unknown to us which may affect the outcome of the hearing.

Our ongoing advice will be based on your instructions, disclosure of evidence and input from experts where appropriate. While we have a high success rate in defending motoring cases of all types by applying our knowledge and strategies, please be aware we cannot guarantee success in any particular case.

Money laundering and anti-terrorism legislation

We are required by anti-money laundering legislation to obtain proof of identity from clients in certain matters. At present we do not require proof of identity from you. However, we may ask you to supply us with the requisite information in due course and you should treat this as a standard procedure.

Jeanette Miller Law Ltd has reporting obligations imposed on it under and in terms of the Proceeds of Crime Act 2002, the Money Laundering Regulations 2017, the Terrorism Act 2000, Criminal Finances Act 2017 and related Statutory Instruments which, in certain circumstances, require the disclosure of confidential information to the authorities and in such circumstances we are prohibited from notifying our clients of such a report.

Bank Interest

The firm's policy is to account to clients for interest earned whilst their money is in our client account, provided the amount of interest exceeds £20. The interest payable is unlikely to be as high as might be obtainable by you, as the Solicitors Regulation Authority Accounts Rules state that client's money must be held in an account enabling instant access, in order to facilitate a transaction. However, if we are aware that a significant amount of money will be held in client account for a fairly significant length of time, consideration would be given to opening a designated deposit account.

Provision of Services Regulations 2009

In accordance with the disclosure requirements of the Provision of Services Regulations 2009, our professional indemnity insurance is arranged by HDI Global Specialty SE - UK, 10 Fenchurch Street, London, EC3M 3BE. This is in respect of our mandatory cover of £3 million that complies with the Solicitors Regulation Authority's minimum terms and conditions for offices in England & Wales only.

Privacy and your personal data

The GDPR are important European regulations which introduce amendments to data protection law, including introducing additional rights for individuals in relation to their personal and sensitive personal data. GDPR applied from 25 May 2018. We keep all the information you provide to us confidentially, subject to certain legal obligations. We publish a copy of our Privacy Notice on our website and would ask that you read it very carefully.

To ensure that we are living up to your expectations in relation to the service we deliver, during and/or at the end of your case we will send you a request for feedback. We would be very grateful if you could complete this, as it lets us know where we can improve our service and is very useful to future clients. We may share your contact information with leading review company, TrustPilot (who are GDPR compliant), to collect your online feedback. We will also share your contact information with Mailchimp.com who we use for Email marketing campaigns. Mailchimp is committed to compliance with the General Data Protection Regulation, and offer tools to help with compliance efforts.

Third parties

If we engage others on your behalf, such as barristers and expert witnesses, we will do so as your agent and we will not be responsible for any act or omission of those other persons. Those barristers and experts are also bound by the same obligations as we are under the GDPR.

In certain matters the firm may, in its discretion, outsource work such as typing, photocopying documents, or obtaining transcripts of hearings. On occasion, it may also be necessary for your file to be reviewed by an external assessor as part of the Law Society Quality Management Standard, Lexcel. We select all such sub-contractors, assessors and/or agents carefully and require them to sign confidentiality agreements. We would refer you to the full Privacy Notice for more information on this. Please kindly advise us now, in writing, if you object to this practice, so that we can immediately reflect your wishes.

Complaints

We aim to offer our clients a friendly and efficient service. During the course of your case, if there is any aspect about which you are concerned or require clarification, then please raise it with the person who is handling your case, with a view to the matter being resolved quickly. If you remain concerned or we could not agree an appropriate course of action, then your complaint would be referred to Tara Boyle, the Legal Director with responsibility for client care, who would contact you, and attempt to resolve the matter to your satisfaction.

The company has a Complaints Procedure document, which is available on request, and which will be sent to you should you make a complaint. Your right to complain might relate to the way in which your matter is being handled, or a bill that we issue. In the case of a complaint about a bill, there might also be a right to object to the bill by applying to the court for an assessment of the bill under Part 111 of the Solicitors Act 1974. However, we would point out that if all or part of a bill remains unpaid, we may be entitled to charge interest - any such entitlement would be set out in our Terms and Conditions of Business and/or on the reverse side of the bill.

We will seek to investigate and resolve any complaint you may have within 8 weeks and we will write to you with our final response to your complaint within this time frame.

If we are unable to resolve your complaint, then you can have the complaint independently looked at by the Legal Ombudsman. The Legal Ombudsman investigates complaints about service issues with lawyers/accountants.

At the end of our investigation if you remain dissatisfied with the outcome of our investigation, you are entitled to contact the Legal Ombudsman, whose address is PO Box 6167, Slough, SL1 0EH. Their telephone number is 0300 555 0333. Their online complaint form is at www.legalombudsman.org.uk/make-a-complaint/complaint-checker/. Their website is at www.legalombudsman.org.uk. Our complaints procedure gives details of the categories of person/ organisation that are entitled to complain to the Legal Ombudsman, relevant timescales and the possibility of the complaint being concluded by way of Alternative Dispute Resolution (ADR).

The Legal Ombudsman expects complaints to be made to them within one year of the date of the act or omission about which you are concerned or within one year of you realising there was a concern. You must also refer your concerns to the Legal Ombudsman within six months of our final response to you.

If you have a complaint relating to your personal data, you can also lodge a complaint with a supervisory authority (although we would ask you contact us in the first place as set out above). The supervisory authority in the UK is the Information Commissioner who may be contacted at www.ico.org.uk/concerns/ or telephone 0303 123 1113.

The Solicitors Regulation Authority (SRA) can help if you are concerned about our behaviour. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic.

Visit their website to see how you can raise your concerns with the SRA <https://www.sra.org.uk/consumers/problems/report-solicitor/>

Their contact centre details are SRA Contact centre, The Cube, 199 Wharfside Street, Birmingham, B1 1RN and the telephone number is 0370 606 2555.

Shared resources

Your instructions are to Jeanette Miller Law Ltd trading as JS Miller Solicitors. We also operate as Jeanette Miller Law Ltd trading as Geoffrey Miller Solicitors. Both these trading names share some resources such as computer software, premises and administrative staff. Under no circumstances will details of your case be shared or disclosed to any other third party without your permission. However, please note that by signing these terms and conditions, we are working on the basis that you consent to have matters relating to your case disclosed to staff within Jeanette Miller Law Ltd trading as Geoffrey Miller Solicitors. We refer you to the full [Privacy Notice](#) for more information on this and your rights (<https://www.jsmillersolicitors.co.uk/privacy-and-cookies/>).

UK Sanctions Regime

As a SRA regulated firm, we must comply with the UK Sanctions Regime.

Sanctions are restrictive measures imposed by the government to achieve a specific foreign policy or national security objective.

A breach of the UK Sanctions is a criminal offence and is punishable by a fine and/or imprisonment.

Due diligence checks are completed for all clients before we undertake any paid work to prevent any paid work being undertaken on the behalf of any clients who are sanctioned individuals or considered as a high risk, and/or linked to a sanctioned individual, jurisdiction, or business. We do this by confirming the nationality of all clients and completing OFSI searches at least annually on all clients.

We also expect all clients to inform us if they are a sanctioned individual and/or are linked to a sanctioned individual, jurisdiction, or business, that should prevent us from providing paid services to them.

In the event that we identify, or are suspicious of, a sanctioned individual (you) during the course of business, we reserve the right to:

- Decline instructions (before any payment is taken);
- Freeze any funds received and await further instructions from the OFSI;
- Make a report to the OFSI and SRA; and/or
- Cease to act.

We will communicate clearly with you in such event to inform you of the above and clearly outline the reasons why.

We will cooperate with the OFSI and the SRA during all ongoing investigations.