

MORAG THOMSON FREELANCE SOLICITOR - TERMS OF ENGAGEMENT

1. Morag Thomson practices as Freelance Solicitor and is registered as an SRA Regulated Freelancer with the Solicitors Regulation Authority.
2. The terms and conditions set out below apply to all services provided by Morag Thomson unless they are inconsistent with the contents of any letter of engagement.
3. These terms and conditions and any letter of engagement relating to a specific matter (the engagement documentation) shall constitute the agreement between us. If you do not confirm agreement to the engagement documentation, then the fact that you ask Morag Thomson to begin or continue working on the matter after receipt of the engagement documentation will be construed as deemed acceptance of the terms within the engagement documentation.

Liability

4. As a freelance solicitor Morag Thomson is not obliged to meet the SRA's minimum terms and conditions with regard to professional indemnity insurance. However, Morag Thomson has put in place alternative arrangements to provide cover in excess of the SRA minimum.
5. Liability of Morag Thomson is solely in respect of legal advice given (not, for the avoidance of doubt, advice on commercial merits) and liability is confined to the client who has engaged Morag Thomson, there being no liability to any other party including any member of a company's group or affiliate. Liability is limited to £5 million. A higher limit to liability may be capable of being agreed if required for a specific matter.
6. Nothing in the engagement documentation will limit or exclude liability for death or personal injury caused by negligence, for fraud, fraudulent misrepresentation, or reckless disregard of professional obligations or in other circumstances where and to the extent the law prohibits liability being restricted.
7. The SRA maintains a compensation fund for client protection on specific situations. For further information please visit www.sra.org.uk.

Charges, Disbursements and Payment

8. Charges for services will be set out in the letter of engagement and if the matter is protracted, may be reviewed from time to time. Invoices will be rendered monthly or at the conclusion of the matter, whichever is set out in the letter of engagement.
9. Morag Thomson will not be operating a client account. Any expenses and expenses incurred will be invoiced at cost (including VAT if applicable). All rail travel will be first class and car mileage will be charged at 45 pence per mile.

10. Unless otherwise agreed invoices will be delivered to you electronically and no hard copy will be provided.
11. Invoices are due to be paid on presentation and must be settled by cheque or bank transfer. If they are not paid within 30 days then Morag Thomson reserves the right to suspend or terminate work on the matter and to charge interest on the outstanding amount due at the base rate of the Bank of England plus 2.5% starting from the date of presentation of the invoice and compounded on a monthly basis on the last day of each month.

VAT

12. As a new entity Morag Thomson is not currently VAT registered. This may change and if Morag Thomson is registered VAT all charge out rates, fee estimates, or quotes given will be net of VAT.

Third Party Advice

13. If Morag Thomson is required to procure other entities to act on your behalf, such as barristers, then the contract for their services will be with you direct and Morag Thomson will not be responsible for any negligent advice or default on their part. You will be responsible to them directly for payment of their fees.

Termination of Instructions

14. You may terminate your instructions to Morag Thomson at any time. Morag Thomson will only terminate instructions if given reasonable grounds to do so, for example, the failure to pay invoices on time. Upon termination of instructions by either party all outstanding invoices remain payable as will invoices issued after termination relating to a period before termination.

Anti-Money Laundering

15. Morag Thomson will carry out all steps to comply with anti-money laundering legislation. This may involve the need to carry out identity checks and ask for other information. Morag Thomson may not be able to begin work on a matter until these checks have been completed.

Documentation and Copyright

16. Morag Thomson will store all documentation relating to client matters electronically and/or physically. If any client requires that documentation be stored in a particular manner, then that should be made known to Morag Thomson at the outset of the matter.
17. Morag Thomson always retains the ownership of all copyright or other intellectual property rights in any documents and materials created for clients. The client for whom the material was produced will have the non-exclusive right to use that material for the purposes for which they were prepared for that client.

Confidentiality and Data Protection

18. Morag Thomson has a professional, and legal, obligation to keep information regarding clients and their matters which is not in the public domain, confidential unless the client concerned is content for the information to be disclosed.
19. Morag Thomson has registered with the Information Commissioner, notifying that personal information will be handled. A Privacy Notice advising of your rights under data protection legislation can be found on www.moragthomson.net.

20. The data held by Morag Thomson will be processed: to provide the legal services requested by you, to deal with inquiries that you make or authorise, to contact you or appropriate persons within your organisation or third parties in relation to your instructions, to procure third party services on your behalf in relation to the instructions, for the purpose of compliance with applicable laws and regulations, to defend Morag Thomson in respect of any claims or actions, or for legal or administrative reasons relating to your instructions.
21. By agreement to these Terms of Engagement you agree to Morag Thomson disclosing information, if necessary, to Morag Thomson's insurers, accountants, other professional advisors acting for the client concerned, or for the purposes of defending legal or regulatory proceedings and storing it electronically in a private, protected, cloud hosted by a third party service provider.

Complaints

22. Any complaints should initially be raised with Morag Thomson direct. If the complaint is not resolved to your satisfaction then it may be capable of being dealt with by the Legal Ombudsman who can be contacted on 0300 555 0333 or www.legalombudsman.org.uk. Any complaint should be made within six months of a final response to your complaint being received from Morag Thomson, no more than six years from the date of the act/omission or three years from when you should reasonably have known there was cause for complaint. The SRA may also be able to assist (www.sra.org.uk).

Morag Thomson
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