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## TERMS OF ENGAGEMENT

<p><b>1. Hourly Rates</b></p> <p>Hourly charge out rates are reviewed by the firm in June and December of each year. The current charge out rates are:</p> <p>1.1 Stan Baring - £330.00 per hour</p> <p>1.2 Other Staff - £90.00 per hour</p> <p>All rates are exclusive of VAT.</p> <p><b>2. Payment on Account</b></p> <p>Upon receipt of instructions and from time to time after such instructions are accepted, the firm may require prepayment of:</p> <p>2.1 Estimated disbursements; and/or</p> <p>2.2 Fees</p> <p><b>3. Interim Invoices</b></p> <p>3.1 It is the practice of the firm to render interim invoices. The frequency of such accounts will be monthly or quarterly.</p> <p>3.2 If and when an interim invoice is rendered, unless a statement to the contrary is made, the invoice will be prepared generally on account of work done to the date stated in the invoice.</p> <p><b>4. Disputed Invoices</b></p> <p>4.1 If you are not satisfied with the amount charged for work done, under the terms of Section 70, 71 and 72 of the Solicitors Act 1974 which summarises the position relating to solicitors remuneration and your rights, you have the right to have the invoice assessed by the High Court. This means assessed by a costs judge who will certify a figure as being correct. You will be liable for the costs incurred in the assessment unless the invoice is reduced by more than one fifth. Application to assess should be made within one month of the invoice date.</p> <p>4.2 If you are not satisfied with the amount of the charge for work which does not involve court proceedings, you have the right to ask for a Remuneration Certificate from the Law Society which will state whether or not the amount charged is fair and reasonable. This right is only exercisable within one month of delivery of the invoice.</p> <p><b>5. Terms of Payment</b></p> <p>All invoices must be paid within thirty days of being rendered.</p>	<p><b>6. Interest</b></p> <p>Interest at the rate of 1.25% per month is payable on all balances outstanding after thirty days from the invoice date and shall continue to accrue after as well as before Judgment.</p> <p><b>7. Disbursements</b></p> <p>All disbursements reasonably incurred in connection with the conduct of any matter or incurred upon your specific instructions will be charged as a separate item, these will include:-</p> <p>7.1 Travel by motorcycle at 35p per mile;</p> <p>7.2 Travel (other than by motorcycle) - the actual expenditure incurred in connection with travelling on your behalf;</p> <p>7.3 Photocopying at the rate of 15p per A4 copy and 30p for A3 copy;</p> <p>7.4 Counsel's fees, agency fees, expert witnesses' fees, witness expenses; and the fees of costs draftsman.</p> <p><b>8. Client Account Interest</b></p> <p>8.1 In accordance with Rule 25 of the Solicitors Accounts Rules 1998, we will pay you a fair rate of interest on monies kept in Client Account. Payment of interest will not be made until the relevant matter is concluded and the final bill submitted and paid.</p> <p>8.2 We will not account to you for interest in accordance with 8.1 above unless, in each case, the amount of interest payable exceeds the sum of £20.00.</p> <p>8.3 Where we hold money as a stakeholder no fee will be charged by us for so acting. We shall, in lieu of such a fee, retain for its own benefit any interest earned on the stakeholder deposit.</p> <p><b>9. File destruction</b></p> <p>Following the conclusion of any matter we will store the files and papers relating to that matter for a minimum of six years. Thereafter, in the absence of written instructions to the contrary from you, these files and papers may be destroyed.</p> <p><b>10. Query Procedure</b></p> <p>In the event that you wish to raise a query concerning the conduct of any matter, you are requested, in the first instance, to raise such query with Stan Baring; if, thereafter, the query is not resolved to your satisfaction, you are requested to submit the query in writing to the Practice Manager who will investigate the query and write to you with the result of her investigation. Every attempt will be made to deal with any query so raised within a period of 28 days.</p> <p>If after 8 weeks you are still unhappy with the service we have provided you may refer your complaint to the Legal Ombudsman using any of the following contact details:-</p>
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**11. Termination of Instructions**

- 11.1 You may withdraw instructions at any time by giving written notice to us.
- 11.2 We may decline to act further in any matter by giving 7 days written notice, if you are in breach of these terms or we otherwise have good reason

**12. Litigation**

There are a number of specific points that apply when involved in litigation (including arbitration) whether as Claimant or Defendant:-

- 12.1 You are responsible for paying our account even if the Court orders another party to contribute towards your legal costs.
- 12.2 The Court has a wide-ranging discretion to determine which party(ies) should bear the cost of the proceedings and in what proportion. Usually an unsuccessful litigant is ordered to pay all or part of the successful litigant's costs. The Court can order an immediate payment of costs at any stage in the proceedings. A Court may order a successful party to pay costs to the other parties in respect of issues decided in that parties' favour. A Court Order is no guarantee of payment.
- 12.3 Even if the action is successful it is likely that there will be costs payable to us over and above anything recovered from the other side. Where the opposing party is legally aided it is most unlikely that any costs will be recovered.
- 12.4 We will charge for work done in connection with recovery of costs whether or not successful.
- 12.5 If the action is unsuccessful, you will be liable to pay our fees and disbursements and, if the Court so orders, the costs of the successful party.
- 12.6 If you have legal fees insurance, it should be noted that insurers rarely pay bills before completion of the case, and you remain liable to pay the firm's invoices when rendered during and at the end of the case whether or not insurers pay. Legal insurance may cover only a limited amount per hour.
- 12.7 If you withdraw an action, the other party is normally entitled to payment of their costs by you, in full.
- 12.8 Tribunals rarely make cost orders against unsuccessful parties. Thus, each party has to bear its own costs irrespective of the result.

Telephone 0300 555 0333  
 e-mail - enquiries@legalombudsman.org.uk  
 website - www.legalombudsman.org.uk  
 If you consider there has been a breach of any of the principles under the Code of Conduct prescribed by the SRA then you should refer this to the SRA using any of the following contact details:-  
 Telephone 0370 606 2555  
 e-mail - contactcentre@sra.org.uk

**13. E-mail Communications**

If you have the necessary facilities, the firm will use, where appropriate, email for communication with you unless you tell us not to. There are some specific points of which you should be aware:-

- 13.1 Communications over the Internet are not secure. You must identify what should not be sent over the internet.
- 13.2 Viruses or other harmful devices may be spread over the Internet. We take reasonable precautions to prevent these problems and accept no responsibility if we inadvertently pass on a virus.

The above terms are agreed.

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Client signature

.....  
Client name

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Date

