

TERMS OF ENGAGEMENT

The following are the terms upon which we act on your behalf, and which we will understand you to have accepted, unless otherwise agreed by us in writing. They are subject to such specific Client Care letters as may be issued from time to time. Please ask your usual contact or the person named in our Client Care letter if there are any points you would like explained further.

1. Your point of contact

We will confirm who is primarily responsible for working on your matter, but colleagues will also be involved.

2. Fees

Our fees are usually calculated on the basis of hourly rates, taking into account the time demands of the matter, its complexity, the skills and knowledge required, its value and importance to you and the seniority and experience of our personnel involved.

Hourly rates

The individuals engaged on your business will be set out in detail in the Client Care letter sent at the outset of each instruction, as updated thereafter; all our fee arrangements are reviewed annually with effect from 01st April in each year.

Charge out rates

David Brason	£150.00 per hour	Senior Case Worker	£120.00 per hour
Case Worker	£ 90.00 per hour	Administrator	£ 60.00 per hour

When we calculate our fees we do NOT

Charge a higher rate if a more senior fee earner has to stand in for someone more junior (for example due to illness)

Conditional Fees

If we have a Conditional Fee Agreement with you, the terms of that agreement will be set out in a separate document.

Expenses

Unless otherwise agreed, we normally add to our professional costs, in our bills, charges for expenses incurred on your behalf including:-

• Photocopying	• facsimiles and couriers
• travel, accommodation and subsistence	• computerised legal research and on-line computer charges
• outside meeting facilities	• Bank transfers
• reconciliation of your client account	•

There is a set charge of £39.00 which will be invoiced immediately for the storage of your correspondence and files (even if it is only a single piece of paper), which by law we must keep for seven years. If we need to retrieve your file from archive there may be additional charges.

We do not charge additionally for:-

- internal computer library and office facilities
- general entertaining
- expenses not incurred specifically on your behalf

Budgets

Before acting on your instructions, we will indicate the basis on which our fees and expenses will be charged. Should the matter require instant action, we will try to agree with you as early as possible how our fees are to be calculated, at least orally – either conditional fee or hourly rate.

For hourly rate arrangements, we may provide an estimate, however experience has shown that we sometimes are not aware of all facts at the beginning and therefore the estimate would be incorrect. In long running matters this is regularly reviewed.

3. Data Protection

It will be necessary for us to process private and personal information during our engagement. It is our normal practice to retain all contact information on our system and retain files in respect of work undertaken for an indefinite period after termination of the engagement. Should you ~~not agree~~ to this please confirm in writing that you wish all information to be removed on finalisation of instructions.

4. Invoicing and Payment

Our normal procedure is for an invoice to be sent out every month or on the earlier conclusion of the matter. More frequent bills may be rendered where significant charges have been incurred on your behalf. If you would like the invoice to be in a particular form or contain particular information please agree that with us in advance.

Charges for Meetings with “the client” will be charged immediately after the meeting, this can be paid either in cash, cheque or credit card.

Payment of our invoice is due immediately upon rendering. We reserve the right to charge interest on late paid invoices. If you do not think you will be able to pay promptly for any reason, either generally, or on any specific occasion, we ask that we be fully advised, in advance, and our agreement to any variation obtained. We may ask for further money on account of future work in the event of delay in payment of our fees or, at our discretion, in other circumstances.

If we do not have some form of agreement and payment is late, regrettably we will not be able to give advice or undertake further work as the system locks us out of the client’s records.

I/we confirm that, (in the case of an unincorporated business), I/we have the authority of all relevant persons and bodies in order to enter into this Agreement and: (in the case of incorporated body), I/we are authorised official(s) of that incorporated body and have power to bind it for the purpose of this agreement, and further that the authorised official(s) will personally be liable to pay Taylor Aitken or our associated company TA Associate Services (Lincs) Limited fees in full in the event that the incorporated body is unable for whatever reason to pay.

I/we further confirm that: all references in this Agreement to the singular shall include the plural and vice versa; and where there are two or more of us our liability under this Agreement shall be joint and several and; that no variation of this Agreement will be countenanced unless any such variation be in writing and signed by us and an authorised signatory on behalf of Taylor Aitken or TA Associate Service (Lincs) Limited.

I/we are signing this Agreement by way of acknowledging our unconditional acceptance of the terms herein offered by Taylor Aitken and its’ associated company TA Associate Services (Lincs) Limited which I/we have read, understood and agreed.

5. Termination of representation

If you, or we, decide to terminate our instructions in the absence of agreement to contrary, we will be entitled to charge until the point where we cease working. In the event of that termination taking place at some point in a fixed fee or staged fixed fee matter, we will charge the relevant fees at the otherwise applicable hourly rate for the relevant personnel for any uncompleted stage and as agreed for completed stages.

SIGNED: PRINT:

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