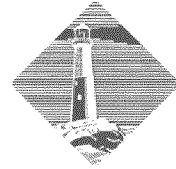


# Terms & Conditions

MARCH 2012



DAVIES  
JOHNSON  
AND COMPANY  

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www.djco.co.uk

## 1. Basis of charge

- 1.1 We render interim bills by reference to the hourly rate of the fee earner(s) doing the work. Our hourly rates are exclusive of VAT and disbursements.
- 1.2 Letters written and telephone calls occupying a fee earner for 6 minutes or less are charged at one tenth of the hourly rate. Otherwise all work on the file is charged on a time basis.
- 1.3 At the end of the matter, the fees charged will be reviewed and a final bill rendered which will reflect the complexity, urgency, value and importance of the matter. This may result in the final bill exceeding or amounting to less than the sum which would be charged solely by reference to the hourly rate.

## 2. Funding & Exceptions to Hourly Rate

- 2.1 Insurance: At the outset of a matter you should check whether you have an insurance policy that may include cover for legal expenses. Alternatively 'After the Event' insurance cover may be available in certain cases.
- 2.2 Fee Structure: We welcome discussion of our fee structure. Please let us know at the outset of a matter if you wish us to consider billing on a different basis.
- 2.3 Daily Rate: This may be charged if we are engaged out of the office on a matter for 24 hours or more.
- 2.4 Fixed Fee: We are prepared to consider fixed fees, especially for non-contentious business. In these cases the fixed fee will be confirmed in writing.
- 2.5 Retainer: We operate a retainer scheme for a number of clients. We are always willing to discuss the possibility with others.

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The Solicitors Regulation Authority  
No:00223173

- 2.6 Conditional Fee Agreement: Information about funding by means of a conditional fee agreement is available on request.

### **3. Items Not Included in Hourly Rate**

Disbursements such as courier charges, bank charges, exchange commission, photocopying, travelling expenses, accommodation, Counsel's fees, expert's fees, court fees, translation costs, foreign correspondents' charges and VAT if applicable are charged in addition, this list is not exhaustive.

### **4. Information on Charges**

- 4.1 When you instruct us for the first time, you will receive a copy of these terms and conditions together with a letter or e-mail giving details of who will be dealing with the matter on a day-to-day basis, the charge rate and where appropriate, details of the supervising partner. At this time we shall also inform you of any applicable variations to these terms.
- 4.2 On subsequent occasions, you will not normally receive a further copy of our terms and conditions, but will be informed in writing of who is dealing with the matter and their hourly rate.
- 4.3 Charge rates are reviewed in April each year. You will be notified in advance should any changes to the hourly rate come into operation during the conduct of a matter.

### **5. Payment on Account**

We may ask for payment(s) on account of our fees and disbursements and expect to be placed in funds before undertaking any work or incurring any disbursements for which you are responsible.

### **6. Interim Bills**

Interim bills on account of our fees and disbursements are rendered regularly on all matters; monthly, quarterly or when a pre-agreed level of Work in Progress is reached. They reflect the value of the work undertaken since the start of the matter or the previous interim bill plus any disbursements incurred and VAT (where appropriate).

### **7. 'Disbursement Only' Bills**

In addition to regular interim bills we may render a disbursement only bill where the unbilled disbursements on a matter exceed £100. This bill is payable on receipt and if not settled promptly we may write to you indicating that we shall not undertake any further work on the matter until the bill is paid or payment on account is made.

### **8. Bill Narratives & Breakdowns**

If requested, a detailed narrative or breakdown of the work will be provided in support of a bill.

### **9. Final Accounts**

Are rendered at the end of a matter and cover work not previously billed and any outstanding disbursements together with an adjustment in appropriate cases (see 1.3).

### **10. Recovery of Costs & Payments of other Party's Costs**

- 10.1 In contentious matters, all costs orders are made at the discretion of the Judge or Arbitrator. As a rule, if your claim or defence is successful you are likely, subject to their having funds available, to recover a substantial proportion of your costs from the other party. However, you will remain liable to pay our costs in full.
- 10.2 If your claim or defence fails, you are likely to have to pay at least a proportion of the other party's costs in addition to your own.
- 10.3 During the course of court proceedings there may be applications to the Court where you are ordered to pay the other party's costs of the application.

Increasingly, courts and tribunals look at the way in which parties have dealt with the claim or particular issue. If they consider that a party has acted unreasonably it may result in a party being ordered to pay some of the other party's costs, even where their claim is successful and/or not recovering their own costs in full.

- 10.4 We will inform you of any particular circumstances which arise during the course of the court proceedings or arbitration which may put you at particular risk as to costs.

## **11. April Bills**

In view of the tax treatment of Work in Progress we reserve the right to render an additional bill at the end of April each year covering work undertaken since the previous bill.

## **12. Euros**

We have the facility to invoice in Euros and handle clients' money in a Euro client account.

## **13. Terms of Payment**

- 13.1 Payment is due on all bills within 30 days of the account date. Interest at 8% per annum (pro rata per calendar month or part thereof) will be charged on all accounts outstanding after 30 days. Information About this is set out on the reverse of all bills. Bank charges, currency commissions and currency fluctuations are for your account.
- 13.2 Our firm's policy is that we shall not continue to work on matters on which our bills remain unpaid two months after they are issued and we shall not start to work again on those matters until those bills are paid in full and suitable provision is made on account of future costs.

## **14. Interest on Clients' Money**

In accordance with our interest policy, save where funds are held in a separate designated deposit account when we will account to the client for all interest earned and subject to a de minimis amount of GBP20.00, interest will be paid to clients on all money held on their behalf, including payments made on account of costs and disbursements, in accordance with the current SRA Account Rules. Interest is paid at the rate which would be paid by our bankers if funds were held in a designated deposit account. These rates vary according to the currency in which the funds are held. A copy of our Interest Policy is available on request

## **15. Storage of Papers and Documents**

After completing the work we are entitled to keep all your papers and documents whilst there is money owing to us. After all money owed has been paid we will return all original documents. Our files will be archived for 6 years before being destroyed (10 years in the case of Company files).

## **16. Quality Standards ISO 9001 : 2008 and Data Protection Act 1998**

- 16.1 As part of their periodic audit, our ISO assessors inspect a number of client files on a confidential basis. If you do not wish for files to be included in this process please let us know.
- 16.2 We use the information you provided primarily for the provision of legal services to you and for related purposes including:
- Updating and enhancing client records
  - Analysis to help us manage our practice statutory returns
  - Legal and regulatory compliance

Our use of that information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers. You have a right of access under data protection legislation to personal data that we hold about you.

## **17. Money Laundering**

- 17.1 Solicitors are under a professional and legal obligation to keep the affairs of clients confidential. This obligation, however, is subject to a statutory exception: legislation on money laundering and terrorist financing has placed Solicitors under a legal duty in certain circumstances to disclose information to the Serious Organised Crime Agency. If a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the firm is required to make a money laundering disclosure. If this happens, we will not be able to inform you that a disclosure has been made or the reasons for it.

You agree to provide evidence of your identity and if applicable that of directors, partners, trustees and controllers of your company or firm and all connected shareholders to comply with our obligations under the Proceeds of Crime Act 2002, current terrorism legislation and anti-money laundering Regulations.

Our firm's policy is to only accept cash payment up to £500.

## **18. Limitation of Liability**

- 18.1 Our overall liability to you for all claims or losses arising out of any breach(es) of our retainer and/or for any negligent acts or omissions in connection with this work shall not in any circumstances whatever exceed the total sum of £10,000,000 (ten million pounds Sterling). This limitation does not exclude or limit our liability for fraud or for reckless disregard of professional obligations or liabilities which cannot lawfully be excluded or limited.
- 18.2 Where we and another person (such as another professional adviser) are liable to you in respect of the same matter, you agree that our liability to you will not be increased either by any limitation or liability you have agreed with the other person or because of your inability to recover from that other person, beyond what it would have been had no such limitation been agreed and if that other person had paid its share.
- 18.3 You will not bring any claim personally against any of our employees or consultants each of whom shall be entitled to the benefit of this sub paragraph under the UK Contracts

Right of Third Parties) Act 1999 or similar legislation applicable in the relevant jurisdiction.

- 18.4 This paragraph shall have effect only so far as it is not prohibited by law under the rules of any regulatory body or having jurisdiction over us.
- 18.5 This paragraph shall survive any termination of our engagement.
- 18.6 We will not be liable to you for any indirect or consequential loss. That is to say, we will not be liable to you for any loss or damage caused by any breach of duty or negligence on our part except loss which is directly caused by that breach.
- 18.7 Details of our current Professional Indemnity Insurers are available on request.

## **19. Termination**

You may terminate your instructions to us in writing at any time but we will be entitled to keep all your papers and documents whilst there is money owing to us for our fees and disbursements.

We reserve the right to stop acting for you in certain circumstances such as where you do not pay an interim bill within 30 days after it has been posted to you or you do not comply with a request for payment on account, or where you fail to provide us with instructions. In these circumstances we will invoice you for work done up to that date and reserve the right to retain your papers and documents while there is money owing to us.

## **20. Complaints**

- 20.1 If you are unhappy with any aspect of our service, including any bills rendered by us, please tell us immediately. You should initially contact the fee earner concerned but if you do not wish to do so, please speak or write to the Partner in charge of the matter. If having done so, you remain unhappy; please contact the Managing Partner Jane Ward.
- 20.2 We hope that any complaints can be resolved satisfactorily. However clients who are an individual, a micro enterprise, a charity or club with an annual income of less than GBP 1m or a trustee of a trust with an asset value of less than GBP 1m you also have a right to pursue a complaint by writing to the Legal Ombudsman. PO Box 6806, Wolverhampton, WV1 9WJ Tel: 0300 555 0333 or e-mail [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk) to consider the complaint. Normally you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint.
- 20.3 If your complaint relates to our final bill you may also be able to apply to the court for an assessment of our bill under part III of the Solicitors Act 1974.
- 20.4 If all or part of a bill remains unpaid the firm may be entitled to charge interest [see 13.1 above].

## **22. Equality Act 2010 and Bribery Act 2010**

In accordance with this legislation Davies Johnson & Co has an equality policy and bribery policy Copies of our policies are available on request.

## **21. Law and Jurisdiction**

These Terms and Conditions shall be governed by and construed in accordance with English law. Any claims, disputes or differences shall be subject to the exclusive jurisdiction of the Courts of England and Wales.