

TERMS & CONDITIONS OF BUSINESS FOR COST NEGOTIATING & DRAFTING

E & N SERVICES

1. DEFINITIONS

For the purposes of this document the following definitions will apply:

1.2 'Company':

E&N Services

1.3 'Client':

A person, company or organization that engages the Company to undertake legal costs negotiating and/or drafting work having accepted the services provided by the Company with the acceptance of the terms and conditions of business which are described within this document.

1.4 'Assignment or Engagement':

The services to be provided by the Company to the client.

1.5 'Bill of Costs'

A document prepared by the Company in accordance with the models to the Practice Direction supplementing Part 43 of The Civil Procedural Rules which prescribes the form and contents of Bills of Costs for the purpose of detailed/summary assessment.

1.6 'Cost Negotiation'

Where the assignment and/or engagement relates to the negotiation of the inter partes costs incurred by the Client on a personal injury related matter through informal means without the need for the preparation of a formal Bill of Costs.

1.7 'Client's Property'

Papers and documents sent to the Company by the Client for the purpose of the Assignment and/or Engagement.

2. FORMATION OF CONTRACT

2.1 Unless otherwise agreed in writing, any contract between the Company and a Client shall be deemed to be made upon, and subject to, the terms and conditions of business described within this document.

2.2 All contracts shall be governed and construed in accordance with English law and the Company and Client submit to the jurisdiction of the English Courts.

2.3 The company accepts responsibility for the advice given and work undertaken by such persons on behalf of the Company to the Client in the course of carrying out the Assignment and/or Engagement on these terms and conditions only.

3. CALCULATIONS AND PAYMENT OF PROFESSIONAL CHARGES

3.1 Fees will be charged on the basis set out within the terms and conditions of business.

3.2 Unless otherwise agreed, fees will be charged differently for Cost Negotiation and preparation of a Bill of Costs, and will be billed at either the successful conclusion of the costs negotiations and/or once a Bill of Costs has been drafted and returned to the client.

3.3 Professional charges for the preparation of a Bill of Costs will be calculated by reference to the time spent by the draftsman. Such time will include perusing and considering the Client's papers and correspondence, preparation of detailed, costs calculations, drafting and the like. The Company's current hourly expense rate is £111.00 per hour or £144.00 per hour for high quantum bills. The hourly charging rate for preparing for and attending detailed assessment hearings is currently £146.00 per hour. These rates will be reviewed periodically to reflect increases in overhead costs and inflation. Normally, the rates are viewed with effect from December 31st each year. In addition to the time spent, the Company may take into account a number of factors including any need to carry out work outside normal office hours, the complexity of the issues, the speed at which the Assignment or Engagement has to be taken, and any particular specialist expertise, which the case may demand. Those professional charges for general civil litigation matters are usually recovered inter partes from the paying party pursuant to the Practice Direction supplementing Part 43 of The Civil Procedure Rules.

3.4 Professional charges for Cost Negotiation will be calculated upon a percentage basis by reference to the total amount of profit costs recovered/agreed with a paying party for and on behalf of the Client including any additional amount by way of success fee. The Company's current percentage is 5%. If a review is carried out before the conclusion of the Cost Negotiation, the Company will inform the Client of the increased percentage before it takes effect.

3.5 VAT will be charged at the prevailing rate.

3.6 Fees are payable by the Client, in respect of Cost Negotiation, within seven days after the settlement has been discharged to the Client by a paying party. However, full payment must be received by the Company no later than thirty days of the date from which the invoice was raised.

3.7 Fees are payable by the client, in respect of the preparation of a Bill of Costs and Advocacy, within a maximum of thirty days of the Bill of Costs being sent to the Client irrespective of whether an agreement has been reached by the Client over that Bill of Costs. In particular where the Client receives an interim payment, fees must be immediately discharged out of the interim payment. In respect of advocacy fees the same are payable within 30 days of attending the detailed assessment hearing.

4 CONFIDENTIALITY

4.1 Confidential information (save to the extent that the same is in the public domain or required by law to be disclosed) concerning the Client's business will not be disclosed by either the Company or persons performing services on behalf of the Company, to third parties, without the Client's prior written consent unless otherwise required by a Court, H M Inland Revenue and/or any other government or regulatory authority body.

4.2 All information or advice, written or oral, of whatever nature, which is made available to the client by the Company, is for the sole use of the Client and shall not be disclosed or made available by the Client to any third party (save to the extent that the same is in the public domain otherwise than by breach of this clause or required by law to be disclosed) without the prior written consent of the Company.

5 GENERAL LIABILITIES

5.1 The Company undertakes to carry out the Assignment and/or Engagement with reasonable care and skill.

5.2 All reports, provided by the Company to the Client, are provided for the sole use of the Client. No responsibility is accepted by the Company for any reliance, which may be placed upon such reports by any third party, unless written permission is given by the Company, authorizing the provision of particular reports to specified third parties.

5.3 Nothing in this document precludes the Company or persons performing services on behalf of the Company, from taking such steps as are necessary in order to comply with the professional or ethical rules of any relevant professional body of which they may be a member.

5.4 The Company will accept no responsibility for any loss or damage to Client's Property however caused. The responsibility for the Client's Property, whilst in the custody and control of the Company, remains at all times with the Client. The Client is responsible for the insurance of the Client's Property whilst away from their office and in the custody and control of the Company.

5 STORAGE OF PAPERS AND DOCUMENTS

5.1 After completing the Assignment or Engagement, the Company will keep all papers and correspondence incurred by the Company directly as a result of that Assignment or Engagement for a period of not less than 2 years. After that, the Company reserves the right to destroy such papers and correspondence unless notified, in writing, prior thereto by the Client.

6 TERMINATION OF CONTRACT

6.1 Subject to any statutory rights and obligations:

i. The Client may, at any time, terminate the contract by giving the Company not less than 21 days prior written notice (upon payment of all professional charges and expenses incurred to date by the Company).

ii. The Company will be entitled to exercise a lien against the Client's Property whilst there is money owing to the Company for professional charges and expenses which is due and payable under the terms and conditions of business or upon the termination of the retainer by either party.

iii. The Company may, without prejudice to any other rights, terminate the contract forthwith, by giving notice in writing to the Client, if:

a. The Client commits any breach of any of the terms or conditions of any contract with the Company provided that having been given written notice thereof by the Company, the Client has failed to remedy any such breach within seven days of that notification **or**

b. If, where the Client is a Sole Proprietor, the Client shall die or has a receiving order made against him or her or commits any act of bankruptcy.

7 NOTICES

7.1 Any notice required or permitted to be given by either party to the other under these terms and conditions shall be in writing addressed to the party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving notice.

8 COMMUNICATION

8.1 The Company endeavours to offer the Client an efficient and effective service at all times. The Company hopes, most sincerely, that the Client will be pleased with the Assignment and/or Engagement undertaken. However, should there be any aspect of the service with which the Client is unhappy, contact should be made with the Customer Services Manager.