

It is important to us that we inform you of the basis upon which we shall carry out work for you. These terms are designed to answer most of your general enquiries, although if you require further information, please do not hesitate to ask.

Objective

Our objective is to provide you with a quality service which, to us, means dealing with your work efficiently and promptly and keeping you informed of developments on a regular basis.

Responsibility

It may be necessary for more than one member of staff to be involved with your work. We recognize, however, that you may require a focal point for your instructions and you will therefore be advised of the Partner who will have overall responsibility for supervising the work which we are undertaking on your behalf.

Hours

Our office and switchboard are open from 8.30 am until 5.00 pm from Monday to Friday, although we are normally able to see or speak to you outside of these hours if circumstances so require. We have voicemail to take telephone messages if the switchboard is not in operation and our facsimile facilities are constantly available. You may also contact us by electronic mail.

Estimates

We appreciate that you wish to know the amount you will be charged and we shall be happy to provide an estimate. We reserve the right to review this if unforeseen circumstances arise and work additional to that originally envisaged is required.

Charge Rates

Most of the fees we charge are based on the time spent on the matter and the nature of the work undertaken. Each fee earner has an hourly charging rate which is dependent upon the level of his or her experience. You will be informed of the charging rate of the person or persons dealing with your work. Additional expenses, e.g. Court fees, may be incurred by the firm on your behalf and will be charged in addition to our fees.

Depending on the size, complexity, importance or urgency of the matter, or the sums involved, we reserve the right to charge an amount in addition to the hourly rate which is appropriate in the circumstances.

Payment on Account

We may ask you to pay something on account of our fees and expenses.

Clients' Money

Any money we receive which is to be held on your behalf will be placed in a separate client bank account and be subject to the strict provisions of the Advocates' Accounts Rules. Where such money is held by us for more than a short period of time, we shall account to you for interest.

Accounts

Where the work we are doing is not charged by way of fixed tariff, we shall invoice you on conclusion of the work or, if our services are required over a lengthy period, on a monthly basis.

Fixed tariff work will be accounted for on conclusion of the work.

Payment Terms

Our accounts are payable upon presentation. If they remain unpaid for 30 days after issue, we reserve the right to charge interest at the rate of 3% above the Bank of England Base Rate until payment is made. If you wish to question the level of fees and we cannot resolve the matter between us, you have the right to refer the matter to H M Procureur, St James' Chambers, St Peter Port, Guernsey, for determination.

In special cases we will accept payment of our fees by way of instalments, although it is up to you to request this, and remains subject to our prior agreement.

Court Costs

In Petty Debts Court cases, legal costs are not recoverable.

In the Royal Court the loser is normally responsible for payment of the winner's costs. However, the winner rarely recovers all his costs from the loser because the amount of costs that can be recovered is fixed by reference to rates set by the Court, which regrettably are significantly lower than the market rates we are obliged to charge. This means that the winner will not normally recover more than two-thirds of his costs from the loser.

It is also important to note that it may be some time after the conclusion of the action that costs are recovered from the loser. We would expect our account to be paid prior to recovery of these costs, although we shall endeavour to recover them from the other side as soon as possible.

Complaints

If you have any problems or concerns with the service we are providing which you are unable to resolve with the member of staff dealing with your work, you should contact the Partner responsible for overall supervision of the matter. If you are still dissatisfied, you should write to the Senior Partner advising him of the nature of your complaint. We shall make every effort to deal with complaints promptly.

Confidentiality

We owe you a duty not to disclose confidential information to third parties without your consent. However, if we are working on a matter in conjunction with your other advisers, we shall assume, unless you notify us otherwise, that we may disclose any such information to, and to discuss it with, such other advisers where necessary.

On completion of the matter we shall return to you, if you so request, any documents lent to us by you for the purpose of the matter. Our working papers, draft documents and copies of all letters sent by us will be our property.

We do not undertake to retain files for any particular period of time, but generally keep all files for a minimum period of six years. We reserve the right to destroy files without further reference to you at any time from six years after completion of the matter.