

COSTS

Our standard terms of engagement as required by the SRA/Law Society are set out below.

Terms

Elizabeth McQuay

Solicitor

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Terms of Engagement

1. I will be the person handling the work. I am a solicitor and sole principal of Elizabeth McQuay
2. If there is ever any matter with which you are not happy please feel free to raise it with me. This should be done within 30 days of the issue arising. If you remain unhappy and have a valid complaint you can contact the Legal Ombudsman at www.legalombudsman.org.uk once we have investigated your complaint here.
3. Unless otherwise agreed I principally charge on the basis of the time spent on the matter and my current hourly charging rate is £200 per hour (plus value added tax). I charge for all time spent on the matter, including travelling and waiting time and telephone calls. I am happy to give you details of current costs at any time as a running total is always available. The amount of costs in litigation which you will have to pay is likely to be greater than the amount you can recover from the other party to the case. If you win damages and/or costs from the other party, you will have to pay me for the cost of recovery of the sums from the other party, where necessary.
4. My hourly rate may be increased from time to time, but you would be given written notice of this in advance.
5. If I incur disbursements, such as court fees and barristers' charges, these will be billed extra and I may need money in advance in appropriate cases.
6. Some clients may be able to obtain free advice via the Legal Services Commission and others may have legal expenses insurance, so please check whether this may apply to you. I do not do any legal aid work. I also do not do any work on a "no-win no-fee" basis.
7. I bill all clients regularly where there is on-going work.
8. Bills should be settled within 14 days, interest being charged on overdue

- bills. You have a right to complain about a bill first to me and then to the Legal Complaints Service (or the Office for Legal Complaints) and/or by applying to the court for an assessment of the bill under Part III of the Solicitors' Act 1974.
9. Under the Proceeds of Crime Act 2002 I may be obliged, without reference to you, to make a disclosure to the National Criminal Intelligence Service (see www.ncis.co.uk) unless it is information received so that advice may be given about it or unless it comprises the advice itself (privileged information). I therefore reserve the right to give such NCIS notices as I deem appropriate without notice to or discussion with you.
 10. After completion of the work I am entitled to keep all your papers and documents until money owed by you to me is paid. You can terminate your instructions to us at any time in writing, but we may retain the papers until you have paid all charges and expenses owing. I reserve the right to stop acting for you in certain circumstances such as where you cannot give proper instructions or you lose confidence in me or do not pay an interim bill. I will give you reasonable notice of this and you must then pay sums owing. Normally after 6 years your file and papers sent to us will be destroyed without notice to you.
 11. Where litigation is undertaken this is not on a conditional fee basis. Litigation is not an 'entire contract' between us and we may cease to act for you during the litigation on written notice to you, with leave of the court where this is required. You will then be obliged to pay our fees to date.
 12. If there is anything here with which you are not happy please let me know, otherwise we shall proceed on the terms set out above.
 13. We are Regulated by the Solicitors Regulation Authority and subject to its Code of Conduct www.rules.sra.org.uk; Law Society Roll Number 81390, VAT No. 630519951. My indemnity insurer may change from time to time but currently is XL Insurance Company Ltd and I am insured to advise anywhere in the world.
 14. The agreement between us is subject to English law and you agree to submit to the exclusive jurisdiction of the English courts in connection with any dispute hereunder whether in contract or in tort and we reserve the right to bring legal proceeding in the English courts or the courts elsewhere at our discretion.

Principal: Elizabeth McQuay
Regulated by Solicitors Regulation Authority SRA No. 76648
Law Society Roll Number 76648, VAT Registration No. GB 630519951
www.elizabethmcquay.co.uk