client: name and address

work to be done

I will undertake the work (including giving advice) [described in the covering letter (*or*) described in the attached instructions (*or*) required by you in connection with [*description*] or from time to time required by you and agreed by me]. The work will be done so far as is reasonably practicable within any time limits contained in the instructions. I am not required to do any other work even if it is or seems to be connected with or to follow from the work that I have agreed to do.

costs

If it is possible to form a reasonable estimate of the work to be done I will quote a cost for the work or make an estimate of the likely range of its cost: see below. Unless anything else is agreed my normal hourly charging rate will be the amount mentioned below plus reasonable travelling, accommodation, subsistence and other expenses plus vat. You will pay my costs within 30 days of my invoice and interest on unpaid costs at Coutts & Co base rate plus 3% pa from the invoice date to the date of payment.

sub-contracting

Unless otherwise agreed with you, I will undertake the work or give the advice in person. I reserve the right at my own expense and responsibility to take advice from or have work done by another person. If in my opinion the work requires a further opinion (eg from a barrister) or additional resources (eg from a larger practice with appropriate specialist lawyers), I will recommend what is necessary with a view to agreeing what work should be contracted to whom and the extent to which the other advisers will become directly responsible to you and paid directly by you.

complaints

- 4 (a) If you have any complaint about my work or my bill, please raise it with me as soon as possible and I will attempt to agree with you how to deal with it. If we cannot resolve it, you may then refer it to the Legal Ombudsman Complaints Service at PO Box 15870, Birmingham B30 9EB, 0300-555-0333, enquiries@legalombudsman.org.uk.
 - (b) The Legal Services Board requires all barristers' chambers to notify lay clients of their right to make a complaint. This sub-paragraph will apply in any case in which I instruct counsel on your behalf.

liability

I have worldwide professional indemnity cover with Travellers Professional Risks Ltd of Exchequer Court, 33 St Mary Axe, London, EC3A 8AG up to £2,000,000 (two million pounds) in any claim. You agree that no claim against me for professional negligence will exceed the amount for which I hold cover and is admitted by Travellers Professional Risks Ltd.

documents

All deeds and other original documents supplied to me will be returned to you on the conclusion of my work and earlier if requested by you. All other papers and records in any format and whether supplied by you, some other person or created by me will belong to me and may be destroyed by me at any time without prior notice to you or any other person.

Roderick Ramage

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data protection

- In this clause you, if you are a natural person, are a Data Subject. In the course of my work for you it is possible that I will receive or obtain and process personal data about you and other persons, including your employees and members of your pension scheme or other parties ("Data Subjects"), which, so far as is reasonably practicable, I shall do in accordance with my statement of privacy for the time being in force. You agree as follows.
 - (a) In so far as it is possible to do so, any personal data, which you provide to me or enable me to obtain about natural persons other than you, will anonymised. If you provide non-anonymised personal data to me, you must provide me with all information and authorities necessary for me to comply with my obligations in connection with the Data Subjects and their rights in respect of personal data.
 - (b) If any Data Subject (including you) withdraws consent, if requested by me and given, to data processing or requires me to erase data or restrict processing and as a result I cannot do some or all of the work that I have agreed to do, and if you fail promptly to restore or precure the restoration of the consent or the withdrawal of the erasure requirement or the removal of the restriction, I may discontinue my work, my obligation to you in respect of it will cease and you will pay my cost in full.

third parties

Pursuant to s1(2)(a) of the Contracts (Rights of Third Parties) Act 1999, we agree that no term of this agreement may be enforced by a third party as defined in that act.

other terms

The covering letter or email summarises the requirements of the money laundering and counterterrorism legislation; the basis on which we agree my work, the extent of our respective responsibilities and how I will be paid; and any other relevant matters not dealt with in this contract.

charges

hourly charging rate £300.00 + vat (50% or less for charities)

estimated range of costs see covering letter or email

date

signatures