



## Introduction

This schedule should be read in conjunction with the engagement letter and the standard terms and conditions.

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## Terms of Engagement

1. We will act for you the client in accordance with the instructions given and in accordance with the matters set out in a separate document called the details of work undertaken schedule which is subject to legal professional privilege, as to which see above (definition of client).

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## Ad hoc and advisory work

2. Where you have instructed us to do so, we will also provide such other advisory services as may be agreed between us from time to time. These may be the subject of a separate engagement letter at my option. Where appropriate, we will discuss and agree an additional fee for such work when you commission it.

Where specialist advice is required on occasions we may need to seek this from or refer you to an appropriate specialist.

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## Changes in the law

3. We will not accept responsibility if you act on advice given by us on an earlier occasion without first confirming with us that the advice is still valid in the light of any change in the law or your circumstances.

4. We will accept no liability for losses arising from changes in the law or the interpretation thereof that are first published after the date on which the advice is given.

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## Your responsibilities

5. You are legally responsible for:

(a) Ensuring that your instructions are correct and complete; W will not be responsible where the information is misleading either deliberately or accurately or has been withheld for any reason whatsoever.

(b) Keeping us updated where the information changes. Please note all information must be disclosed failing which we will accept no responsibility. It is for us to assess the importance of information.

**Failure to do this may lead us to terminate the engagement with you.**

6. You cannot delegate this legal responsibility to others. You agree to check that the assessment of your instructions initially and on-going

are complete before you approve and sign them.

7. To enable us to carry out our work you agree:

- (a) That all instructions and necessary documentation is given on the basis of full disclosure of all sources of material;
- (b) To provide full information necessary for dealing with your legal affairs: We will rely on your implicit undertaking that the information and documents are true, correct and complete and that you have not altered the information or those documents;
- (c) To authorise us to approach such third parties as may be appropriate for information that we consider necessary to deal with your affairs; and
- (d) To provide us with information in sufficient time for us to undertake satisfactorily the work you have instructed us to do.

8. You will keep us informed of material changes in your circumstances that could affect my advice to you. If you are unsure whether the change is material or not please let us know so that I can assess its significance.

9. You will forward to us any material we request from you to act properly and in accordance with my advice to you.

**Client Documents – we prefer not to accept any original documents.**

**10. If you send original documents this is what we will do.**

- (i) We will not accept original documentation unless they are accompanied by a schedule of documents indicating exactly what is contained in the bundle sent. They must also be sent to us via recorded delivery. We do this for your protection.
- (ii) If there is no schedule, then we will send them back immediately and will make a charge of £75.00 for this. They will be returned to you in their original packaging which will be enclosed in our envelope or the packaging which we use.
- (iii) You must then either compile a schedule and return them or preferably photocopy the originals and send them back or scan them and send them via email.
- (iv) The schedule of documents will be checked against the originals. Should any documents not be set out in the schedule, all documents will be returned to you and the schedule will need to be updated by you. This ensures the safety and integrity of any original documentation.
- (v) If the Schedule is correct, all documents will be scanned, as to which see below as to our costs.
- (vi) We will then return the documents to you at a cost of £50.00.

## **Photocopy Documents**

Should you send us photocopy documents, this is what we will do.

- (i) Upon receipt of the bundle of documents you send us, we will scan every page onto our system.
- (ii) There is a charge for this and the scan price is 20 pence per page and additionally, the time of the paralegal to scan them. Currently this rate is £90-00 per hour set out in units of 6 minutes, or part thereof rounded up to the nearest six minutes. This equates to £9 per six minutes or part thereof.
- (iii) Once scanned and placed on our system, you will be provided with a chronology of events relating to the documents and a list of the documents themselves. This must be checked by you and accordingly, unless you inform us otherwise within 48 hours of their being

sent to you.

(iv) We prefer all documents to be scanned by you and thereafter sent via email. Upon receipt, we will prepare a schedule of documents and email the schedule back to you. Unless you notify us to the contrary within 48 hours of the date the email was sent, the schedule we prepare and the documents in our possession are deemed to be an accurate representation of the documents that you sent us.

**NOTE disclosure of documents is very important and you should attend to this very carefully.. We will advise you further about this.**

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## **Emailed Attached Documents**

(i) We prefer all documents to be scanned by you and thereafter sent via email. Upon receipt, we will prepare a schedule of documents and email the schedule back to you. Unless you notify us to the contrary within 48 hours of the date the email was sent, the schedule we prepare and the documents in our possession are deemed to be an accurate representation of the you have disclosed to us.

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## **Case Progress**

11. We will keep you informed once a month of the progress of your case. This will be sent by email with an update on the costs incurred that month.

(i) Sometimes it is necessary to keep you further informed of the progress should additional matters arise, or we need your specific instructions on any issue which arises within your case. In such an event we will of course contact you. Your instructions will be confirmed in writing and unless you inform us differently within 24 hours of the date, we sent the email of confirmation, we will deem our confirmation email to be an accurate representation of your instructions upon which we will then act.

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## **Fees Charged**

12. Fees are charged in accordance with our Terms and Conditions;

Please Note. We reserve the right to substitute any other paralegal at a cost based on the same basis re units per hour or part thereof.

STANDARD LETTER OUT £25.00

STANDARD EMAIL OUT £25.00

EMAILS ON A TIME BASIS PER RECIPIENT ROUNDED UP TO NEAREST 6 MINUTE UNIT

TELEPHONE CALL ON A TIME BASIS PER RECIPIENT ROUNDED UP TO NEAREST 6 MINUTE UNIT

NON-STANDARD LETTER ON A TIME BASIS PER FEE EARNER ROUNDED UP TO NEAREST 6 MINUTE UNIT

CONFERENCE TELEPHONE OR FACE TO FACE/SKYPE ON A TIME BASIS PER FEE EARNER ROUNDED UP TO NEAREST 6 MINUTE UNIT

COURT ATTENDANCE AGREED FEE FOR COUNSEL FOR THE HEARING

COURT ATTENDANCE PARA LEGAL £120 PER HOUR ROUNDED UP IN 6 MINUTE UNITS

TRAVEL £90 PER HOUR ROUNDED UP IN 6 MINUTE UNITS.

WAITING TIME £90 PER HOUR ROUNDED UP IN 6 MINUTE UNITS

DISBURSEMENTS RATE OF CHARGE

**NOTE** The fees may change and are contained in the Client Care Letter you will be asked to read and sign. Where this differs the letter will prevail as to the appropriate charge rate for the work agreed.

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### **Date of payment – important**

(i) You have 7 days from the date of the invoice to raise any issues with either Richard Gray or David Brogelli, the Fees Director. If you fail to do so, you are deemed to accept our charges and they are therefore due and payable by Midnight on the 8th day after the date of the invoice.

(ii) If fees are not discharged within 14 days of the bill submitted (the final payment date), we will consider our instructions terminated and we will not be liable for any consequences to you in respect of non-compliance with court orders or limitation issues. If we are acting on the court record for you then on the day after the final payment date, we will write to the court informing them that we are no longer instructed.


(iii) Note, notwithstanding we are no longer acting for you our bill will still be due and payable and interest will continue.

(iv) In the event, that we are constrained to enforce our bill all letters will be charged at a rate of £75.00.

(v) Should the proceedings take place in the small claims track then we reserve the right to charge you a fixed fee of £3,500 under this contract notwithstanding any costs limitations in that track.



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