

TERMS OF BUSINESS

1. Instructions & Intellectual Property

1. This document comprises a contract binding under English law, under which any or all disputes shall be determined
2. No action will be undertaken on any new project without a **written instruction from the invoicee** giving details of invoicing protocol
3. New clients are asked to sign and return this document giving details of invoicee
4. Invoices shall not be reassigned other than with the prior written consent of FLAC; absent such consent, the original invoicee remains liable for all charges as invoiced
5. Instructions from overseas clients are only accepted via a UK-based solicitor who undertakes responsibility for our fees in lieu of the principal client
6. Intellectual Property (IP) covering all documentation issued by FLAC (whether hard or digital copy) remains in FLAC ownership until paid for in full, and is subject to withdrawal by FLAC from either public or private domain if our (FLAC's) settlement terms are exceeded
7. Continued use of FLAC IP by the client or any party following withdrawal shall be considered a breach of contract and / or copyright
8. Instructions, including continuation instructions, given to FLAC, howsoever received, will be deemed to be in acceptance of these fees, terms and conditions and will be billed accordingly. DO NOT INSTRUCT US IF THIS IS NOT ACCEPTABLE

2. Billing policy

1. Pro rata charges are subject to triennial review within the life of the instruction
2. We reserve the right to submit monthly invoices for ongoing projects
3. Accrued small amounts of work-in-progress are billed six-monthly
4. Our billing unit for time charged work is per half hour or part thereof
5. Telephone calls (except conference calls) and emails of an administrative nature are not charged for
6. All new jobs attract a one-off administration charge of £45 exc. VAT (this amount is included within fixed-fee quotations)
7. The standard minimum fee per instruction is £235 exc. VAT, including the one-off administration charge (minimum fee not applicable to established clients)
8. Costs arising from cancellations / postponements at unreasonably short notice (typically less than two working days) may be passed on to the client at the Principal's discretion
9. Reservations for trial are chargeable at 50% of the special day rate fee, multiplied by the number of days reserved, where the trial does not proceed at cancellation within 14 days prior to commencement

3. Incidental expenses

1. All expenses responsibly incurred in the course of discharging our professional duties are rechargeable to the client unless otherwise notified. This includes mileage (55 pence per mile), outsourced printing (at cost + 10%) and digital imagery (at cost)
2. Flights: All staff will fly budget/economy class for domestic travel & travel to the Irish Republic, where available. The Principal and Associate Director will fly Business Class for international/long haul travel. All flight and related charges are rechargeable to the client
3. Personnel stay away at client expense (i.e. accommodation / subsistence charge applies) at the Principal's discretion; this generally applies to any instructed action that would necessitate FLAC staff leaving before 0700hrs on the day concerned. However, this does not apply to fixed-fee quotations except where stated specifically in the fees proposal
4. Disbursements made on clients' behalf (e.g. payments made for plant material or to tree contractors) attract a 10% handling charge (or as stated in the fees proposal)
5. Example in-house printing charges (unless otherwise stated in a fees proposal): report hard copy charge £11.25 - £90.00 per bound item, depending on the complexity of the documentation concerned; colour dwgs A1 @ £6.00, A0 @ £9.00

4. Settlement terms

Settlement terms for invoices are generally 28 days, though we can extend this **on request made at time of instruction**. For litigation-related instructions and offshore clients the settlement terms are 60 days

Please note that we view prompt settlement of accounts as a matter of professional courtesy