

## **TERMS OF BUSINESS (2014)**

### **(1) INSTRUCTIONS & INTELLECTUAL PROPERTY**

1. Agreement to these Terms of Business comprises a contract binding under English Law, under which any dispute between Martin Dobson Associates Ltd (MDAL) and instructing clients 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. Clients must either provide a Purchase Order or sign and return our Confirmation of Instructions pro forma (whether hard or digital copy)
4. Invoices shall not be reassigned to a party other than the named invoicee without the prior consent from MDAL; absent such content, the original invoicee remains liable for all charges as invoiced
5. Intellectual property (IP) covering all documentation issued by MDAL (whether hard or digital copy) remains in MDAL ownership until paid for in full, and is subject to withdrawal by MDAL from either public or private domain if our (MDAL's) settlement terms are exceeded
6. Continued use of MDAL IP by any party following withdrawal shall be considered a breach of contract and/or copyright
7. Continuation work in addition to that undertaken pursuant to a fixed fee, however instructed, is chargeable at our hourly / daily rates (advised under separate cover), unless subject to a subsequent fee agreement
8. Instructions (including continuation instructions) given to MDAL, 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 annual review within the life of the instruction
2. We reserve the right to submit monthly invoices for ongoing projects
3. Invoices for accrued small amounts of work-in-progress are billed bi-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. The standard minimum fee per instruction is £120 exc. VAT
7. 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
8. Reservations for trial are chargeable at 50% of the agreed hourly rate (based upon an eight hour working day), or 50% of the special day rate fee (if agreed prior to reservation), multiplied by the number of days reserved, where the trial is subject to cancellation within 14 calendar days prior to commencement

### **(3) SETTLEMENTS TERMS**

Settlement terms for invoicing are generally 30 days, though we can extend this **on request made at time of instruction**. For litigation-related instructions the settlement terms are 60 days. We view prompt settlement of accounts as a matter of professional courtesy.

**MDAL Terms of Business January 2014**

