



## TERMS AND CONDITIONS

The following terms and conditions relate to all work carried out by Deborah Burke Costing Limited ("DBCL") and will only be varied by DBCL in writing.

### 1. Fees

- i) All bills of costs are prepared and invoiced by applying an hourly rate to the time taken to prepare the bill of costs subject to a minimum fee of £50.00.
- ii) Any additional work is undertaken at a separately agreed hourly rate.
- iii) All invoices are payable within 30 days of the invoice date in default of which DBCL reserves the right to charge interest from the date of the invoice until payment in full at the rate of 2% per month compounded monthly.
- iv) If an invoice is not paid and a debt recovery specialist is instructed to recover the amount of the outstanding invoice, DBCL reserves the right to add the costs incurred to the amount of the invoice and to charge interest (calculated as above) on the total amount owing.
- v) All fees are exclusive of Value Added Tax (and delivery and insurance if applicable).

2. The client has a statutory duty and responsibility to check all draft bills of costs before dispatch to a third party including its own client.

3. Save as provided by statute DBCL shall only consider issuing a credit note and/or be liable or responsible for loss or damage sustained by the client provided that the invoice for the service which gave rise to such loss or damage has been paid within 30 days of the date of the relevant invoice. DBCL will not be liable for consequential loss or damage or loss or damage caused by the exercise by any officer of the court of his discretion when dealing with the assessment of costs to which the invoice relates.

4. The contract between DBCL and the client is governed by English law.

V6.April 2009

**We accept the Terms and Conditions referred to above.**

**Signed** .....

**Name** .....

**On behalf of [name of firm]** .....

**Dated** .....