

Our Terms of Business

GENERAL TERMS

1. Your lawyer

Your lawyer will be responsible for the day to day running of your matter: please note your lawyer's specialism. To help keep costs down and ensure the most appropriate person does the work others may also be involved. Not all of the employees of our firm are solicitors.

2. Timescale

We will reply promptly to all correspondence and telephone calls and will always seek to provide a realistic estimate of how long your job should take. It is, however, sometimes difficult to be precise due to events beyond our control. Our aim is to meet all your requirements but ultimately we are unable to guarantee this.

3. Confirmation of identity

We are required by law to confirm your identity. This means that you may be asked for an identity confirmation. Under the Money Laundering Regulations we reserve the right to stop work without giving reasons.

4. Storage of papers and deeds

When we have completed your job we shall keep your file (unless you require it) on the understanding that we have the authority to destroy it one year after completion. If you require any particular papers to be kept for any specific period please let us know. We will not destroy documents you ask us to keep in safe custody, such as deeds. We make no charge for storage.

Where we are asked to retrieve papers or deeds from storage related to continuing or new instructions to us we shall make no charge for the retrieval. In other cases we reserve the right to make a charge based on the time spent on retrieval and any correspondence or other work necessary to comply with the instruction.

5. French Data Protection Act

In order to carry out your instructions we will be processing data about you and this matter and we shall assume that you consent to us doing that in whatever manner is necessary and appropriate to enable these instructions to be actioned.

6. E-mail

We shall assume if you provide us with an e-mail address that you are happy for us to communicate with you and any third party connected with your matter by e-mail despite the known security issues unless you advise us to the contrary in writing.

7. Interest on money held

We do not pay interest on money held in our client account. We do not pay interest on money held as stakeholders, on money you pay to us in advance of our bills, while any bill remains unpaid or where the interest does not exceed £50 or €75 in the quarter.

8. Exclusion of the Contracts (Rights of Third Parties)

All rights arising under this contract are for the benefit of and enforceable only by you and Fabien Cordiez, Avocat & Solicitor and do not confer any rights on any other party.

9. Applicable Law

This agreement, its enforceability and interpretation are subject to French law only.

10. Jurisdiction

The agreement between us shall be subject to the exclusive jurisdiction of the Courts of France.

11. Mediation

Any dispute arising out of this agreement will be subject to mediation by the Chairman of the Aix-en-Provence law Society ("Bâtonnier de l'Ordre des Avocats au Barreau d'Aix en Provence").

FEE TERMS

1. How we charge

Fabien Cordiez, Avocat & Solicitor's fees are based on:

- the complexity and value of the case (or any stage of it)
- its urgency
- the seniority and experience of the lawyer working for you
- the time involved (charged in units of 1/10 of an hour)
- any photocopying required

The hourly rates/initial estimates are set out in the Information Sheet or in the accompanying letter. Other staff may be involved in your case (as detailed on the Information Sheet). Hourly rates are subject to periodic review. The initial estimate will be updated as required. Unless we specifically say otherwise, the initial and any later estimates are not intended to be fixed prices for our work.

VAT and your expenses (see below) may be payable in addition.

Photocopying is charged at €0.25 per A4 sheet and €0.35 per A3 sheet.

If for whatever reason your matter does not proceed to completion and we are working for a fixed fee we will charge for the proportion of the work that we have actually done.

If we carry out company searches via the Internet we will make a fixed charge for this service, which may vary according to the type of search involved. We will let you know in advance the amount of these charges.

Fabien Cordiez, Avocat & Solicitor will keep all costs recovered or interest received on the basis that your bill will be reduced or extinguished.

2. Expenses

We have provided an estimate of the likely expenses of the case in the Information Sheet, but all expenses may vary. If significant expenses that have not been detailed on the Information Sheet are required (such as court fees, fees due to barristers and expert witness fees, stamp duty and land registry fees) we shall seek your prior approval. We will normally expect you to pay expenses before they are incurred, but if we pay them for you you will reimburse us. It is not always possible to know in advance how much a barrister or expert will charge before the work is done. The amount we normally need you to pay in advance is an estimate of those fees. We will normally ask you to make up the difference between the estimated and the correct figures as soon as the latter becomes known to us.

We will pass on to you all bank charges incurred by us in undertaking work for you. We reserve the right to make a reasonable administrative charge for handling your money.

3. Payment

We require payment of bills within 30 days, failing which we reserve the right to charge a 40 € fixed fee (Article D441-5 of the Commerce Code) plus interest at 3% over the base rate of the European Central Bank compounded annually. Interest shall run from the date of the bill until the date of payment.

If we hold money for you, whether received for this purpose or otherwise, we may use it towards settlement of any outstanding amounts, including fees, expenses, VAT and interest due to us.

We reserve the right to stop work until all bills to you are paid.

Payments may be processed by direct wire transfer, by cheque or by card or other electronic payment methods through [checkoutportal.com](https://www.checkoutportal.com), a service provided by Wirecard Bank A.G, whose Terms and Conditions can be found here: https://www.checkoutportal.com/en_GB/terms.pdf

4. Advance payment

At some stages we may require advance payments towards fees and expenses. We reserve the right to stop work (or not to start work) until that is received.

5. Limit on fees and expenses

You may set a limit on the amount of Fabien Cordiez, Avocat & Solicitor's charges (including expenses and VAT) which may be incurred without reference to you. We reserve the right to stop work if, on being informed that the limit has been reached, you decide that you cannot or do not wish to proceed.

6. Value for money

Our service is designed to give you value for money. If you provide the information and instructions we need promptly we will be able to do our job more efficiently and therefore more cost effectively. To ensure that you receive optimum value for money please ensure that you:

- tell us exactly what you require
- provide us with all the relevant facts and papers
- ensure that all other advisers or parties involved act promptly.

7. Refund Policy

We offer non-tangible irrevocable services, therefore we do not issue refunds once legal work is completed or once disbursements have been paid or a liability for disbursements has been incurred. Where payments are made on account and these prove to be in excess of what is required to complete that work you will be entitled to a refund of funds remaining on your account after the payment for work done and disbursements incurred, although the finance charge element cannot be refunded. As a client you are responsible for understanding this upon commencement of any service from us.

In the event that it turns out that legal work done by our firm was defective you may be entitled to a refund of fees paid. We will refund any money due to you after deducting any direct costs to us associated with the processing of your payment and the processing of any refund and also any costs (including VAT and disbursements) which we have incurred in accordance with your instructions up to the date of your request for a refund.

If you would like to request a refund of an online payment, please contact us on +33 486 688 968 or email fc@solicitor.fr

8. Conclusion

Unless otherwise agreed, these Terms of Business apply to any future instructions you give us with such variations as may reasonably be appropriate to any other instructions which you give to us.

Your continuing instructions in this matter will amount to your acceptance of these Terms and Conditions of Business. We will send you a copy of our terms and a duplicate and will ask you to sign, date and return the duplicate copy. We can then be confident that you understand the basis on which we will act for you. If you do not sign and return the duplicate copy immediately we may not be able to commence or continue working for you.

If more than one person signs these Terms of Business then you are each agreeing to be bound by them and to be jointly and severally responsible for our costs and fees.

If you are signing on behalf of some other person you are agreeing that you are authorised to do so on their behalf.

If you are signing on behalf a company you are agreeing that the company has resolved that you may do so and that you may commit the company to these Terms of Business.