

# Skottowe & Associates

## HOW WE CHARGE FOR OUR SERVICES

### 1 INTRODUCTION

In these terms of business “we” or “our” refers to Philip Skottowe trading as Skottowe & Associates, of 26 Chinthurst Park, Shalford, Surrey, GU4 8JH and “you” or “your” refers to the person, be it a company, individual or some other legal entity, to whom our letter of engagement is addressed.

### 2 CHARGES

#### 2.1 Basis Of Charging

Any work that we do for you will be charged on either a time cost basis or else a fixed fee basis. Unless a fixed fee has been agreed in advance, work will be charged for on a time cost basis.

We are happy to provide copies of our computerised time records and other supporting papers on request. However, if you request detailed breakdowns or analysis of our charges then we reserve the right to make an additional charge to you for this.

We review the basis of our charges annually on 1 April. If we propose to make any change, we will give you reasonable notice before any change takes place.

#### 2.2 Time Cost Charges

Where we agree to charge on a time cost basis, the fee is calculated by multiplying the time spent, recorded in 5 minute units, by the hourly charging rate of the person carrying out the work for you.

We will notify you of these hourly rates and if the rates change. Hourly charging rates are based mainly on the level of skill and experience of the person involved.

We normally charge for time spent on your work in:

- Attending meetings, including waiting time;
- Dealing with correspondence (letters, faxes and email);
- Making and receiving telephone calls;
- Preparing notes of meetings, of telephone calls and of proceedings;
- Reading, preparing, and working on documents;

- Dealing with enquiries from your other professional advisors;
- Research;
- Attending court or other formal proceedings, including waiting time;
- Complying with professional and statutory requirements (for example dealing with requests for information by The Pensions Regulator);
- Travelling (where that time cannot be usefully spent on work for others).

The time charged in an invoice may include anticipated time.

### **2.3 Estimates**

When asked to carry out work for you on a time cost basis, we will usually agree the scope of the work that we will undertake for you. Based on this, and subject to time and other constraints, we will provide you with an estimate of the likely costs that you will incur. Every care will be taken in preparing such an estimate. However, due to changes in or unforeseen circumstances, the actual time cost charges may be higher than the original estimate. If possible, we will notify you before we exceed any estimate.

### **2.4 Expenses And Disbursements**

Routine overheads such as postage and photocopying are included in our agreed charges. However, we may charge you for non-routine photocopying and for any expenses we incur on your behalf (for example couriers and printing and binding). These will be invoiced at cost. Where they are substantial we may ask for payment on account. We try to give an estimate of expenses before they are incurred.

Where we need to travel for your work we do so by the most appropriate means. Hotel accommodation is of a suitable business standard. Actual costs are charged, apart from travel by car where a standard mileage charge applies.

### **2.5 Money On Account**

We may at any stage ask you to pay us money on account of fees we reasonably anticipate will be incurred. If you do not make a payment on account when asked to do so then we will be entitled to stop working for you.

### **2.6 VAT**

VAT, where relevant, is payable on fees and expenses at the applicable rate.

### **3 INVOICES**

#### **3.1 Submission Of Invoices**

Invoices will usually be submitted monthly in arrears. Where significant amounts of work are being carried out, invoices may be submitted more frequently.

#### **3.2 Overdue invoices**

Invoices must be paid within 14 days. Interest will be charged on outstanding amounts after this date at Barclays Bank lending rate plus 4% per annum. We reserve the right to:

- Recover any costs we incur in collecting any overdue amount;
- Not do any further work for you until we are paid in full (or we may choose not to do any further work for you at all);
- Retain all papers and data relating to you until we are paid in full.

Even if someone else has agreed to pay or is responsible for paying all or part of our invoices, we will normally address our invoices to you but, in any event, you will be responsible for paying them.

#### **3.3 Queries**

If you have a query about an invoice, please discuss it as soon as possible with Philip Skottowe.

**Effective from 1 September 2010**