# Client Terms of Business

Avv. Colin Jamieson ("us", "we", "our", or the "Firm") operates www.taxing.it (the "Site") and is responsible for the terms on which you engage with the Firm and how we provide you with tax and legal services (the "Services"). This documents sets out the underlying terms of any engagement by you of the Services.

## 1. Responsibilities

Our responsibilities include advising you on the law, following your instructions, reviewing your matter regularly, and, for contentious matters, discussing with you whether the potential outcomes justify the expense and risks involved with your matter.

By signing an Engagement Letter issued by us, or otherwise entering in writing into an agreement for the provision of services you agree to the following Terms of Business, unless you notify us otherwise in writing,

You need to provide us with clear and timely instructions, the information and documents required for us to do our work, and funds required.

## 2. Email

You agree to us communicating with you, including our sending bills and your sending us information and documents, by normal, unencrypted email, and internet chat services using any email address and internet chat name that you have given us from time to time. You should be aware that there is a risk that emails and internet chat services (in particular when unencrypted) may be intercepted, delayed or corrupted or may fail to be delivered. We provide, on request, alternative methods of commination and transmission of documents

We make reasonable attempts to exclude from our emails any virus or other defect that might harm a computer or IT system. You undertake to act likewise with any electronic communications you send to us. Neither you nor we shall have any liability to each other in respect of any claim or loss arising in 1. connection with such a virus or defect in an

electronic communication other than where such claim or loss arises from bad faith or willful default.

## 3. Sending You Information

We make no undertaking to send you information for example about legal and tax developments. Our web site is updated regularly but again without obligation to provide complete information of about all legal and tax developments

The fact that you may be informed of developments via the web site, should not be understood as a revival of a lawyer-client relationship or as the provision of legal advice to you. We have no obligation to inform you of such developments in the law unless we are specifically engaged to do so.

## 4. Payment

It is a condition of our retainer that all bills, interim and final, are paid within 30 days. If a bill is not paid in full within that period we may charge you interest and recovery costs on any amount outstanding from the due date until the date the bill is paid. The rate of interest may be set out in your engagement letter and, if not, will be the rate of 8% compound per annum, or such maximum rate as is applicable under Italian law.

Where an account is overdue we may be entitled to retain any files and documents belonging to you which are in our possession until our account is settled. We also reserve the right to cease working on any matter on which we are acting for you.

In some cases, and particularly when an opinion on a tax issue litigation is involved or when we may need to incur substantial expense on your behalf we may require you to provide a non refundable-retainer or payment on account of the future likely costs and disbursements.  In compliance with Italian tax regulations such amounts will be invoiced as a professional fee and will not be held on a fiduciary or escrow account.

If instructions for a piece of work are given by more than one person or company, we may recover our fees, disbursements and Value Added Tax from any one or more of them. This includes situations where one person or company instructs us on behalf of another.

If arrangements are made for a third party to pay any of our fees or disbursements, or a court orders a third party to pay any part of our fees or disbursements, you remain liable to pay them to the extent that the third party does not pay them when due.

You have ten working days from the date of receipt of any invoice to dispute all or any amount shown in the face of the invoice. Failure to notify of any such dispute implies your acceptance of the amounts shown.

In the event that any withholding of tax is properly required under the laws of the jurisdiction in which you are resident and such withholding has not been agreed in advance and shown on our bill, the amount of the fee due shall be increased by an amount equal to the amount of tax required to be withheld calculated on the increased amount.

## 5. Fees

Unless we have agreed otherwise, our charges will be based on the time spent on your matter, applying our hourly charging rates as applicable from time to time. The applicable rate will be communicated to you in advance of commencement of any work on your behalf and may be updated periodically. Any update will only be effective if we have communicated to the revised rates before starting any work for which the revised rates are to apply.  If you do not accept the new rates after review, we reserve the right to cease to act for you.

We charge a lump-sum expense disbursement equal to 15% of our fees.
We reserve the right to charge separately for photocopying, printing, telephone calls, faxes, electronic funds transfers, catering and other support services, and travel, courier and other incidental expenses.  We are required by law to add the statutory contribution (at the rate of 4%) to the Cassa Forense to the amount of our charges and relevant expense refunds.

Where applicable, we will charge VAT on our charges and expenses. It is up to you to supply a VAT number and any and all other information justifying a reduction in the standard rate of VAT.
See here for more information regarding fees.

## 6. Fee Estimates and Arrangements

Any fee estimate we give at any time is a guide to assist you in budgeting. It is not intended to be fixed, unless that is specifically agreed in writing.

Any fixed fee, capped fee or other fee arrangement we agree with you, or any costs estimate we give you, is based on the scope of the work anticipated and our assumptions about the matter at the time it is agreed or given. If the scope of the work changes or the assumptions change it will no longer apply. In that case we will discuss a revised fee arrangement or estimate with you.

## 7. Billing

Unless agreed to the contrary we will normally bill monthly for the work performed to date together with any disbursements we have incurred on your behalf.

## 8. Contentious Matters

You will be responsible to us for our fees, expenses and disbursements regardless of any order obtained for payment of your costs by another party. Our costs are likely to exceed the sum which you could recover from any other party to the proceedings. You should also bear in mind that you may be ordered to pay the costs of the other party.

## 9. Cash

We do not accept cash as a form of payment of our fees.

## 10. Ending Our Services

You may end your instructions to us at any time by letting us know in writing.

We may decide to stop acting for you only if justified, for example, if you do not provide us with funds on account, comply with our requests for information and documentation or there

is a conflict of interest. We will give you reasonable notice if we decide to stop acting for you.

If we do have to stop acting for you we will explain your options for pursuing the matter, and will work with you to minimize disruption to your matter.

Where we provide services to you on an annual basis – such as arranging for tax returns to be filed, and assistance with annual tax payments, our obligation to provide services will not be automatically renewed at the end of any year.

If we stop acting for any reason you will be required to pay for the expenses we have incurred and for the work we have done, even if the original agreement or understanding had been that we would only bill you on completion of the matter. No refund of any fees paid in advance will be due.

Our lawyer-client relationship will be considered terminated upon our completion of the specific services that you have retained us to perform, or if open-ended services are to be provided, when more than six months have elapsed from the last time we furnished any billable services to you.

## 12. Interest On Funds We Hold For You

We are not able as a general rule to hold any funds on your account, nor advance or receive payments to or from third parties on your behalf.  If we do so hold funds we are not liable to pay interest on the relevant amounts.

## 13. Joint Clients

If we are instructed by joint clients then all clients are jointly and severally liable for our fees, notwithstanding any agreement between you as to how you will share the costs. This means that we will be able to look to one client only or to each of our clients to pay the whole of or any balance of any unpaid fees.

Instructions are understood to be for the purposes of all of those instructing us. We will act on instructions from any one of those clients unless you instruct us otherwise. Liability to

pay our costs is joint (all the clients together) and several (each may be liable for the whole amount).

If instructions are given on behalf of a client, we are entitled to assume that the person giving the instructions has lawful authority to instruct us. If not, then that person will be liable to us as if they were our client.

## 15. Client Data Protection

As a controller of personal data we must comply with data protection law as set out in the relevant legislation. By entering into any engagement with us you consent to us processing and storing the personal information you have given us order that we may carry out the legal services you have requested. Your personal information may be disclosed to third party service providers or agents from time to time during the provision of our legal services. Your data may be stored anywhere in the world. Our full data protection policy and privacy statement is available upon request.

Details of our data protection/privacy procedures can be found here.

Sometimes we ask other companies or people to do typing, translation, photocopying, other work on our files to ensure this is done promptly. We will always ensure that arrangements assuring confidentiality are in place with these outsourced providers.

## 14. Your Documents

After the end of the relevant matter please let us know if you would like us to send your file of papers to you. Otherwise we will normally destroy the papers forthwith after the date of the final bill we send to you for the matter without further reference to you, and by agreeing to these terms you authorize us so to do. We will not destroy documents you ask us to hold in safe custody, such as deeds, wills and other important original documents and where timely payment of any fee for such service is made. Electronic documents may be held indefinitely. We are required by law to retain a copy of your Identity documents provided on sign-up  for a period of ten years.

We will take care of your physical deeds, documents and other papers as long as they

remain in our possession providing a custody fee arrangement is put in place. However should any of them be lost or damaged as a result of events beyond our reasonable control we will not be liable for their replacement or for any resultant loss.

If we retrieve papers or documents from storage in relation to continuing or new instructions to act for you we will not normally charge for such retrieval.

However we may charge you for time spent retrieving, reading, copying or working on such papers where that is to comply with your instructions in relation to the retrieved papers.

## 16. Third Parties

The provisions of Terms of Business are intended to bind the Parties as to each other and are not intended to and do not create rights in any other person or confer upon any other person any benefits, rights or remedies and no other person is or is intended to be a third party beneficiary of any of the provisions of these Terms of Business.

## 17. Modification

Any amendment or modification of these Terms of Business or the Engagement Letter or additional obligation assumed by either Party will only be binding if evidenced in writing signed by each Party or an authorised representative of each Party.

## 18. Waiver

The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

## 19. Limitations on our Liability

We limit our liability to you for claims for breach of contract, breach of duty, negligence and for claims otherwise arising out of or in connection with our engagement or the services we

provide, in the ways described below.

Except as otherwise provided by law or Italian Bar Association regulations, our liability to you shall be limited to twice the amount of our gross fee excluding VAT for the work concerned.

This liability cap will apply to our aggregate liability to you together with any associated party for whom you are acting in relation to the relevant matter on any basis.

In addition to the other limitations in this document, where we and/or third parties are responsible for any loss suffered by you, our liability for that loss will be limited to a fair proportion of your total loss calculated by reference to the extent of our responsibility. If you have engaged others to represent or advise you on a matter in which we are involved and you agree with any of them that their liability to you will be limited, in order that our position is not adversely affected by any such limitation of their liability, you agree that our liability to you will not exceed the amount which would have applied in the absence of that limitation.

If you start proceedings against us for loss or damage and there is another person (for example, another adviser) who is liable (or potentially liable) to you in respect of the same loss or damage, then you will (if we so request) join them into the proceedings, subject to any legal prohibition against your joining them in that way.

We have an interest in limiting the personal liability of employees, consultants and partners. Accordingly you agree that you will not bring any claim against any individual employee, agent, consultant or partner in respect of losses which you suffer or incur, arising out of or in connection with our engagement or the services we provide. The provisions of this paragraph will not limit or exclude the firm’s liability for the acts or omissions of our employees, agents, consultants or partners deriving from their negligence.

The provisions of the above paragraph are intended for the benefit of our employees, consultants and partners but the terms of our engagement apply and may be varied without the consent of all or any of those persons.

The above exclusions and limitations will not operate to exclude or limit any liability which cannot lawfully be limited or excluded. In particular they do not limit liability for fraud or for

negligence.

## 20. Any Concerns

If you are not happy with our service or the bill, we hope to be able to resolve the matter to your satisfaction. Details of our complaints procedure are available on request.

However if you are not satisfied with our handling of your complaint you can ask in the first instance the Milan Ordine of Avvocati to review the matter.

If it is felt, for whatever reason, that your initial complaint has not been dealt with appropriately or it does not lead to what you consider to be a satisfactory outcome, complaint can be made to our Bar Association, the Ordine degli Avvocati di Milano by making an "esposto" – a formal complaint via the procedures set out on this web page

## 21. International Work

Where advice or assistance is required in other jurisdictions, or in areas of law in which we do not practice, we will discuss with you the selection of appropriate advisers and will engage them as agent on your behalf. You will be directly liable to them for their fees and expenses in accordance with the terms agreed with them. Unless otherwise agreed, our advice will relate to Italian law only.

## 22. Money Laundering

We are professionally and legally obliged to keep your affairs confidential. However, we may be required by statute to make a disclosure to the authorities where they know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.

## 23. Entire Agreement

These Terms of Business any document referred to in them constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them in relation to the terms of these Terms of Business.

## 25. Professional Indemnity Insurance

Details of our insurance are available on request.

## 24. Equality and Diversity

We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. Our equality and diversity policy can be read here.

## 26. Governing Law

The parties irrevocably agree that the Italian courts shall have non-exclusive jurisdiction to settle any dispute which may arise under or in connection with these Terms of Business and the Engagement Letter and any legal relationship established by them. The forum for any disputes shall be the Court of Milan.