

**BRUS
CHAMBERS**



ADVOCATES & SOLICITORS

SPECIALISED PRACTICE

TERMS & BILLING POLICY

Until March 31, 2023
Strictly for Private Circulation

1. Places and hours of business

All references to "Brus Chambers" in these terms of business are pertaining to our Mumbai and New Delhi branch office. Our Mumbai (Research & Main) Office is at 8, Rajabhadur Mansion, 3rd Floor, Ambalal Doshi Marg, Fort, Mumbai 400001, India., Telephone number +91- 22-22659969. Our Other Office in Mumbai is at Office no. 112-D, 2nd Floor, 24-B, Rajabhadur Compound, Ambalal Doshi Marg, Fort, Mumbai 400001, India and at Rajabhadur Building, 1st Floor, Office no. 12, Building 29-41, Rajabhadur Compound Complex, Opposite Indian Bank, Fort, Mumbai 400023., Telephone number +91-22-22659969. While our New Delhi branch office is located 201, TSL Corner, Local Shopping Complex, Sector-G, Mayur Vihar 3, Delhi – 110096, India. Telephone number: +91-11-22622611. Our normal business hours are between 9.30 a.m. and 6.00 p.m (IST) on weekdays.

Pan-India work is attended from our Mumbai main office through our associate offices located at Port and Capital city in all states of India.

For a given matter Brus Chambers shall notify the client via email/ fax or otherwise by the lead partner/ key contact who will lead and attend the given file along with all his contact details and will also provide with alternate lawyer's number in case of emergency.

2. Keeping us informed

In order to be able to deal with your work effectively, the law firm need to be advised of any matters which you are aware of that may affect our ability to perform the services. We ask that you advise us as soon as reasonably practicable of any developments that may affect any matter on which we are acting for you.

For the given matter we shall communicate with you or as may be advised.

3. Responsibility for work

We aim to offer you a friendly and efficient service. We will exercise reasonable skill, care and diligence in carrying out your instructions, and shall provide you with updated progress reports (if applicable) to keep you informed about the case.

4. Billing Rates, Fees and Disbursements

Our fees are calculated as per our current billing rates as displayed on our website billing rates page, that is normally confirmed by client before commencement of any work and if there is no confirmation then it will be assumed that the applicable billing rates are on hourly basis, while all disbursements are computed on actual.

Our hourly rates are normally reviewed annually (April 01). Details of any revision of our rates are made available from our website. Should need arise we also notify our existing client of the revised rates but client are advised to visit our website for our updated billing rates.

Our fees do not include third party expenses and are therefore exclusive of disbursements. Third party expenses include payments made or incurred by us on your behalf such as Court fees, Counsel's fees, expert fees and the like; they also include miscellaneous expenses such as photocopying, fax, telephone, traveling, couriers and out of pocket expenses.

5. Payments on Account

We generally work on advance payment and therefore may ask you to approve advance payments / on account of fees and/or disbursements in both contentious and non-contentious matters from time to time and remit the requested fund to our law firm.

Time sheet/ reports on the hours spent will be provided for your budget control. Unless the work accepted is on lump sum/task basis or lump sum stage wise basis. It should be clearly understood that the total of our fees and disbursements in the matter might amount to more than the payments on account requested from you.

In almost all cases, any monies on account or the requested accountable advance will be paid into business bank account of Brus Chambers only, that will be used in the given matter or matters, our Bill of Cost are delivered at our normal billing intervals or at appropriate time for usage of the advance monies or on completion of the work. If at any time you would like confirmation of the monies remaining on account, you will let us know.

Should the accountable advance with Brus Chambers is about to be exhausted and further advance payment will be required Brus Chambers will send a further request for advance payment.

Should you not pay promptly any requested advance payment or the money on account, we reserve the right to decline to act further, without notifying.

Business Bank Account details of the firm is notified to client by the lead partner/ key contact working in the file alternatively the same can be obtained by writing to accounts@bruschambers.com.

6. Limit on Fees and Disbursements / Billing intervals

If you wish to set a limit on fees and disbursements to be incurred or on the length of time, which may elapse before we render a bill to you, please let us know by writing to the lead partner or the key contact attending to your matter or file. Lead Partner/ Key Contact name and contact details are notified to you before commencement of any work.

Unless otherwise agreed in writing, we shall render interim bills (if applicable) at monthly intervals or as may be convenient. Such bills are final accounts for the periods covered by them (unless otherwise stated).

All bills must be paid within seven days of receipt. Thereafter, we are entitled to charge interest at a rate equivalent to twelve per cent per annum on any outstanding amount of the bill.

We reserve the right to deduct from any monies held by us on account or otherwise on your behalf sums equal to any unpaid fees and disbursements in the case concerned or in any other matters in which we are instructed by you, and to sue for recovery of any such unpaid fees and disbursements.

Where we act for you on more than one matter, we reserve the right to transfer unbilled work in progress balances on closed or dormant files onto current files so that they can be billed more conveniently. In those circumstances we also reserve the right to transfer from client account and surplus funds, which are held for a non-designated purpose, in satisfaction of overdue invoices on any other of your files.

7. Costs and Opposing Parties

In contentious matters, you should be aware that:

- (1) You remain responsible for payment of our fees and disbursements, whether or not you have any orders against your opponents.
- (2) If you lose the litigation, you are at risk of paying cost to your opponents as may be ordered by court - which may be substantial- in addition to our fees and disbursements.

8. Estimates of Fees and Disbursements

We are always happy to provide estimates of fees and disbursements upon request, insofar as possible. However, it is important to remember that it may not be possible to predict the exact amount of work, which will be required, and that the stance adopted by opponents, or other parties to a transaction, can significantly affect matters. We do not give oral estimates and any estimate given must be in writing.

9. Your Rights

If you are unhappy with our bills, you have certain rights.

In non-contentious and contentious matters you have a right, subject to certain criteria, to have our charges reviewed by the concerned partner.

If you would like to discuss any of our bills, you should in the first instance contact the lead partner/ key contact attending to the file. If this does not resolve the matter to your satisfaction or you would prefer not to speak to the lead partner/ key contact, please feel free to contact any other partner of the firm.

10. Confidentiality, Data Protection and Disclosure

We are under a professional duty of confidentiality to you in respect of your matters. The only exceptions to this are where you authorise us to disclose information, where we are required to make disclosure or where information is already within the public domain.

You agree that we are authorised to disclose that you are a client of the firm that we have acted for you on any matter where information on that matter is in the public domain and on any other matter where you consent to such disclosure.

We may use your personal information for marketing our services, providing you with legal updates and profiling you legal and professional requirements. We will disclose your information internally within the law firm. We may keep your information for a reasonable period to contact you about our services in the future.

11. Ceasing to act

If you wish to terminate our retainer/services at any time (either generally or in respect of any particular matter or aspect of a matter), please notify the lead partner/ key contact and, if we so request, confirm the position in writing. No period of notice is necessary.

We reserve the right for good reason and upon reasonable notice to terminate our retainer/ services. This will be confirmed to you in writing, if requested. In certain circumstances, we may be required to suspend or terminate the retainer/ services without giving any period of notice or reason. Moreover, if you do not give us instructions within a reasonable period of our asking for them or do not pay us promptly any request for money on account or do not pay a bill within the due period, we reserve the right to decline to act further.

On termination of our retainer/services, we will submit a bill to you to cover work done and disbursements incurred in respect of the period up to the date of termination.

For contentious matters, if we are on the record at Court as acting for you in any proceedings, consent of the Court may be required before we can be removed from the record and, to that extent, your right to terminate our retainer/services may be restricted.

12. Files and Documents

After completing work on your matter, we are generally entitled to keep all your papers and documents whenever there is any money owing to us for our fees and disbursements.

We will retain all papers and documents (except for any papers and documents to which you are entitled and which you ask to be returned to you) in storage for a reasonable period, generally not exceeding three years from the end of the instructions on the matter concerned, on the understanding that we have your deemed authority to destroy them at any time after this period. If you wish papers and documents to be retained for a longer period, then please contact us to make specific arrangements. Subject to there being no money owing to us for our fees and disbursements, we will return to you on request papers and documents to which you are entitled. Where you request papers and documents to be sent to you or another person, we are entitled to make a reasonable charge for handling costs and delivery.

We may disseminate documents arising from client matters to our staff on internal databases or intranets (which are confidential to the firm); please let us know if you do not wish us to do so in any particular case.

13. Electronic Communications

During the course of this matter, we may wish to communicate electronically with one another. The electronic transmission of information cannot be guaranteed to be secure or error-free, as it will be transmitted over a public network, and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or otherwise be adversely affected or unsafe to use.

We each agree to use reasonable procedures to check for the most recently known viruses before sending information electronically, but we each recognise that such procedures cannot be a guarantee that transmissions will be virus-free.

We shall each be responsible for protecting our own interests in relation to electronic communications. Neither of us (nor anyone at Brus Chambers) shall be liable to the other on any basis, whether in contract, tort (including negligence) or otherwise, in respect of any damage or loss arising from or in connection with the electronic communication of information between us.

14. Changes to these terms

We may, by one month's written notice to you, modify these terms from time to time to reflect our current practice and/or changes to professional and other requirements, which we are obliged to meet

15. Future Instructions

Unless we both agree otherwise and subject to our then current billing rates, these terms of business will apply to any future instructions that you are kind enough to give us.

16. Rights and Remedies

The rights and remedies available to us by virtue of these terms of business are without prejudice to any other rights or remedies available to us.

17. Law and Jurisdiction

The contract between us is on the basis of these terms and any other written terms supplied to you with these terms and are subject to Indian Law and the exclusive jurisdiction of the Mumbai Courts in India and should there be any disputes should be referred to a sole arbitrator under Indian Arbitration and Conciliation Act, 1996 with a seat at Mumbai for the said arbitration.



Should you have any question please do not hesitate to contact our Managing Partner and if you are an existing client you may contact the lead partner attending the file

Dr. Shrikant Pareshnath Hathi, Managing and Practicing Partner
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