

Version/comparison	Terms of Business	Looking after your Documents	Protecting you from Conflicts of Interest	Complaining to us	Help Making an Official Complaint	Confidentiality	Exclusions and Limitations	About Fee Formats and Professional Work	Others	CONCERTO IP website
Current version	v10 0670421 (BACK)	v5 060421	v4 060421	v4.2 290719	v4.4 060421	ver1 271017	v2.1 060421	v3 060421	NONE	
Previous version	v9 020120	v4.4 271017	v3.2 201017	v4.1 111215	v4.3 111215	NONE	v2 020120	v2 020120		
Comparison [1]	v9 compared v10	v4.4 compared v5	v3.2 compared v4	v4.1 compared v4.2	v4.3 compared v4.4	NOT APPLICABLE	v2 compared v2.1	v2 compared v3		

[1] Compared in Word

Commentary on changes made to:

[EDITED APR 10, 2021]

Standard Terms & Conditions

We have generally revised Our Standard Terms & Conditions throughout. Below, we have focussed in Our commentary on particular areas of change.

The numbers below refer to the numbered paragraphs of Our Standard Terms & Conditions:

1. We have set out in a fresh way the process through which engagement Terms come into effect, the circumstances in which those Terms are deemed to be agreed and the circumstances in which We are deemed to have accepted Instructions.

We have clarified what constitutes “notification” and “notification date” in relation to notification of engagement Terms, and built into this greater flexibility.

We have made general improvements to language.

2. In Paragraph 2.1, We changed the wording to give greater emphasis to the undertakings of confidentiality which We give to clients.

We changed Paragraph 2.2 to give us the specific right to ask for funds on account for the cost of copying and sending to You any Your Documents.

In Paragraph 2.3 We clarified the language regarding client trust accounts (for holding monies provided by clienta as funds on account).

3. We have revised Our conflicts of interest policy as noted below under the heading of that specific document.

4. We have introduced into Paragraph 4.1 the defined terms “Fee Agreement” and “Open-Ended Fee Tariff” so that Our approach to charging is more boldly presented, and have given more detail on the latter fee option. At the same time, We have set out more detail on how disbursements are treated.

We have replaced the linked document which explained what We meant by “professional work” with a more comprehensive document to give clients more control over costs. We have supplemented this by including within that linked document a secondary link to a “11 Tips for Managing the Engagement” document.

5. We have amended Paragraph 5.1 so that invoices are now due to be paid by a payment date following an acceptance period of 28 days at the end of which the invoice concerned is agreed to be fully payable – therefore abandoning the artificial notion that invoices are due on receipt that can be paid later.

We have amended Paragraph 5.2 so that, once We give notice that an invoice is overdue, We are entitled to suspend services (although it remains the case that We would normally give specific notice of any such suspension).

6. It is increasingly the case that materials We require from clients in order to provide service cannot be provided by clients other than in piecemeal fashion. Experience shows that this significantly adds to costs. Therefore, We have flagged this problem in Paragraph 6 in a manner designed to motivate information supply behaviours by clients which serve their interests in economic efficiency.

The provisions of what was Paragraph 6.5 are now dealt with by Our revised conflicts of interest policy (see below).

8. We have added an additional Paragraph 8.4 to underline the need for clients to keep their contact details up-to-date.

13. We have amended Paragraph 13 in general to improve the language and with the objective of underlining the importance of clients reading the various hyperlinked documents referred to throughout Our Standard Terms & Conditions.

Tips for Managing the Engagement

This hyperlinked document is new to Our engagement pack although it has been distributed in an earlier form to some clients informally. We added another Tip (making 11 Tips in total) to that informally circulated version and refined some of the language before including it in Our engagement pack.

About Fee Formats and What counts as Professional Work

We amplified the previous version to include a description of how We bill You for services plus some added anecdotal information which is illustrative. This serves as a supplement to how Our Standard Terms & Conditions explains billing, but the latter takes legal precedence.

Concerto IP Limited Exclusions and Limitations of Liability

We mainly improved the format and layout. However, We also broadened the indemnity in Paragraph 7.2.2 in line with the developing risk of client-opposed third parties seeking recompense for claims made by some clients against those third parties (where client claims are held by the court to be unreasonable/unjustified).

Looking after Your Documents

We brought this hyperlinked document more into line with Our Standard Terms & Conditions.

Help Making an Official Complaint

We updated contact information contained in this hyperlinked document.

Protecting You from Conflicts of Interest

IMMATERIAL CHANGES

Under our document transparency policy, we will not necessarily have identified or commented in the above Commentary specifically upon changes that have been made which are for the purposes of general improvement in language or are immaterial (eg especially format or layout changes).

Document version numbers (if any) having more than one decimal place (eg, v2.1.1) signify that changes made to their predecessor are exclusively categorised as immaterial.