



## **Business Terms**

**The fundamental aim of our practice is to provide our clients with a first class legal service focused on helping them to achieve their objectives as effectively and economically as possible in Turkey. We are fully aware that our clients expect, and are entitled to get, value for the fees charged for the legal services provided. We have produced this document so that there may be clarity and openness on this issue and to inform you about our general business terms.**

### **Basis of Charge**

If you have dealt with us before as a client, there may be well-established fee arrangements or understandings which make it unnecessary to have any review of the basis of charging as and when each individual new item of legal work begins. However, particularly with any new client, it is our policy at the start of any new piece of work, to review the fee arrangement for the particular case and plan the likely levels, and frequency of billing, as well as when we expect to be paid.

We appreciate the importance of value for money and the need to budget for legal costs. We keep a record of the time that we spend on a case and this serves as a guide when calculating the fee. However, the urgency, complexity, novelty, importance or any other relevant aspects of the matter may also be taken into account.

Expenses incurred by us in acting on your behalf such as counsels' fees, filing fees, phone, copying and fax charges will be charged to you and we will give you details of these.

In litigation cases you should bear in mind that you are primarily responsible for the costs involved even when the outcome of the case is favourable to you. You should also be aware that if you are unsuccessful in a litigation matter you may be ordered to pay the other party's costs. In addition where a case is settled the terms of settlement will frequently include payment or part payment of costs. You should also note that an order for costs in your favour will not cover the entire fee payable and may, in certain cases, be difficult to enforce and that such enforcement will give rise to additional costs which are not generally recoverable.

VAT is payable at 18%.

### **Estimates**

We generally try to estimate in advance, to the best of our ability, the likely fees for any piece of work and the expenses involved. Some work, such as certain types of property work, is charged according to a scale of fees based on the value of the transaction. The fees likely to arise for other transactions or matters on which we are asked to advise may be more difficult to assess at the outset. However we will give you the best guide that we can and will review the position on an ongoing basis so that there are no unexpected charges at the end.

Most cases or transactions involve contact with other lawyers and their clients. Even if a matter is, or at least initially appears to be, legally straightforward, the extent of the legal work required for it may not be wholly within your or our control. In the case of litigious or transaction matters the nature and extent of the work may be largely dictated by court procedure or by the positions taken by other parties or by you our client.

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#### **AKKAS & ASSOCIATES LAW FIRM**

Address: Eski Uskudar Yolu Cad. Ozis A Blok No: 21/4 Kozyatagi, Istanbul 34752 TURKEY

Phone: +90(216) 469 63 63 pbx | Fax: +90(216) 572 38 55

Web: [www.akkaslaw.com](http://www.akkaslaw.com) | E-Mail: [info@akkaslaw.com](mailto:info@akkaslaw.com)



In cases where you ask us to advise on a situation or on legal implications of different approaches to some problem you would need to take a view about the format or scope of work that is actually required, at least initially, since this will be highly relevant for any fee estimate. An initial general overview of an issue would require less time and legal resources to carry out than a comprehensive review of all possible scenarios.

### **Delegation of Work**

We will ensure that the work we do is carried out by the people in the firm who have the skill and experience appropriate to the task. We will inform you of those who will deal with your case. We will use our considerable precedent bank and information technology facilities so that you get the benefit of our expertise on the most cost efficient basis possible.

### **Out of Pocket Expenses**

We will normally discharge all usual small out of pocket expenses for you as they occur (e.g. fares and search fees) and recover them from you when we send you a bill. We will, however, need to be put in funds in advance to cover any more substantial expenditure such as the advice of counsel, accountants, actuaries, official registration fees, court fees etc. We may ask you to lodge a sum of money with us on account of such disbursements or on account of costs generally.

### **Billing**

Our experience is that clients often find interim billing preferable so that they can monitor the fee situation on an ongoing basis.

Where interim billing operates, bills would usually be issued on a quarterly basis or when an agreed level of costs have accrued. In very work-intensive matters a more frequent billing arrangement may be appropriate.

In all cases we do our best to meet the particular billing requirements of individual clients.

### **Payment**

We expect prompt payment of all bills, both interim and final, but will look into and deal quickly with any queries which you may have in relation to a bill.

### **Comments and Complaints**

If you feel there is any way in which we can improve our service to you, please let us know. We keep under review our service to our clients and your suggestions may be very helpful. We hope that you will not have cause for complaint but, if you are dissatisfied please contact our Founder [Mr.Selcuk Akkas](#).

### **Confidentiality**

All information in relation to clients is treated in the strictest confidence in accordance with the highest professional standards. Any advice provided by us is for your benefit alone and may not be used or relied on by third parties. Our duty of care is to you as our client and does not extend to third parties.

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## **Data Protection**

From time to time in the course of our relationship with you, we may need to process personal data about you or your employees, agents or representatives. Such processing may be carried out for the purposes of providing you with legal services you have requested, including the provision of legal advice, for administration and billing purposes and for other purposes which are reasonably incidental to the provision of legal services. In circumstances where you ask us to process personal data on your behalf we will process such data in accordance with your instructions and in compliance with the security obligations.

## **Destruction of records**

We reserve the right to destroy files and documents relating to completed transactions or business, five years after the file has, in our view, become inactive.

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