**EVETTS LEGAL LTD.**

Evetts Legal Ltd. with registered address 1 Preston Avenue, Newport, NP20 4JE registered in England and Wales with company number 10448677.

**TERMS AND CONDITIONS OF BUSINESS**

**OUR AIM**

To offer our clients quality legal advice with a personal service at a cost which is fair to the client and ourselves. As a start, we hope it is helpful to set out, in this statement, the basis on which we will provide our consultancy services.

**OUR COMMITMENTS TO EACH OTHER**

We will:-

REPRESENT your interests and keep your business confidential in a non-discriminatory way.

EXPLAIN to you the legal work which may be required and the prospects of a successful outcome.

MAKE SURE that you understand the likely degree of financial risk which you will be taking on.

KEEP YOU regularly informed of progress or, if there is none, when you are next likely to hear from us.

DEAL with your queries promptly. For example, we will always try to return your telephone calls on the same day.

You will:-

PROVIDE us with proper, prompt and realistic instructions

GIVE us the cooperation which we are reasonably entitled to expect

NOT ask us to work in a way that would be impractical, unethical or unlawful

PAY our invoices and disbursements without delay

**OUR HOURS OF BUSINESS**

The normal hours are between 9.00 a.m. and 5.00 p.m. on weekdays.

**PEOPLE RESPONSIBLE FOR YOUR WORK**

Our Managing Director, Luke Evetts, shall be responsible for your matter. Luke is a Chartered Legal Executive and is regulated by the Chartered Institute of Legal Executives.

**CHARGES AND EXPENSES**

Our charges will be calculated mainly by reference to the time actually spent in respect of any work done on your behalf. Specific work may be carried out on a fixed fee basis which will be quoted prior to starting work.

The current daily rate is £750 based on our hours of business.

We are not currently VAT registered and VAT will not be charged on top of our fees.

In addition to the time spent, we may take into account a number of factors including any need to carry out work outside our normal office hours, the complexity of the issues, the speed at which action has to be taken, and any particularly specialist expertise which the case may demand.

If, for any reason, the matter does not proceed to completion, we will be entitled to charge you for work done and expenses incurred.

**PAYMENT ARRANGEMENTS**

You will be invoiced once the work is completed. Payment is due to us within 28 days of the date of the invoice. After 28 days, interest on the monies due will be charged on a daily basis at 8% per annum.

**EQUALITY AND DIVERSITY**

We follow a strict Equality and Diversity policy requiring us not to discriminate in our dealings with clients and third parties.

**TERMINATION**

You may terminate your instructions to us in writing at any time although we will be entitled to keep all your papers and documents whilst money is owed to us for our charges and expenses. If at any stage you do not wish us to continue doing work and/or incurring charges and expenses on your behalf, you must tell us this clearly in writing.

If we decide to stop acting for you, for example if you do not pay an interim bill or comply with the request for a payment on account, we will tell you the reason and give you notice in writing.

# LIMITATION OF LIABILITY

### Nothing in these terms shall restrict our liability for;

### death or personal injury caused by our negligence, or the negligence of our directors, employees, agents or subcontractors;

### fraud or fraudulent misrepresentation; or

### breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

## Subject to the above, Evetts Legal Ltd and its Directors shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for, loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information, loss of damage to goodwill and any indirect or consequential loss.

## The total liability to the client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to 100% of the total charges paid under the contract.

## The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the contract.

## This limitation clause shall survive termination of the Contract.

**TERMS AND CONDITIONS OF BUSINESS**

Unless otherwise agreed, and subject to the application of the current daily rate and the basis of charging, these Terms and Conditions of Business shall apply to any future instructions given by you to this firm. Although your continuing instructions in this matter will amount to an acceptance of these Terms and Conditions of Business it would be helpful if you would please sign and return one copy of the same for us to keep on our file.

**I confirm I have read and understood, and I accept, these Terms and Conditions of Business.**

**Signed …………………… Date ………………… Signed ………………… Date …………………**