

## Terms and Conditions of Business

This document sets out the terms and conditions on which McConnell Law Limited, trading as McConnell Law accepts your instructions. These terms and conditions apply to any work conducted by McConnell Law for you before, on or after the date set out below. Unless otherwise indicated below, these terms and conditions may be varied or added to in correspondence at the time.

### 1. Fees

- 1.1 Fees are calculated either on time spent dealing with a particular matter or by a fixed fee agreed in advance for a particular matter. Time spent on a piece of work includes preparing for and attending meetings, telephone calls, travelling, considering, preparing and working on papers and correspondence.
- 1.2 McConnell Law agrees to provide the services in accordance with and for the fixed fee notified to you by email. Any additional fees shall be agreed between you and McConnell Law based on McConnell Law's standard hourly rate of £150.
- 1.3 VAT is payable in addition to fees.
- 1.4 Any sums which are incurred on your behalf, such as travel costs, postage costs, courier fees and all other disbursements, will be payable by you in addition to the fees.
- 1.5 Estimates of costs are given for guidance only, based on the information available to McConnell Law at the time it accepts your instructions.
- 1.6 McConnell Law may submit interim invoices to you at appropriate levels during the course of a matter.
- 1.7 McConnell Law will provide you with a narrative with, or within, each invoice giving a reasonable amount of detail in relation to the work that has been done.
- 1.8 For clients introduced through Lexoo, McConnell Law pays to Lexoo 15% of all fees received.

### 2. Payment

- 2.1 Invoices are due and payable within 30 days of receipt. If you have any queries about an invoice, please contact McConnell Law straight away. Where there is a genuine dispute about the charges in a particular invoice, we both agree to work in good faith to address the relevant issues.
- 2.2 McConnell Law is entitled to charge interest on any unpaid sums at the standard statutory rate applicable.
- 2.3 McConnell Law reserves the right to suspend or terminate working on a matter if a payment is not received when due.
- 2.4 Payment must be made in full without deduction of bank charges.

### 3. Instructions

- 3.1 McConnell Law will take instructions from you, or any other person nominated by you, via email, letter or telephone.
- 3.2 In order to progress a matter, telephone and email are the best means to contact McConnell Law.

#### **4. Liability**

- 4.1 McConnell Law's total liability to you, whether arising under contract, tort or otherwise, per claim or series of claims, shall be limited to the value of the professional indemnity insurance maintained by McConnell Law at the time it accepts your instructions in relation to a particular matter.
- 4.2 McConnell Law shall not be liable to you for any loss of income or profit suffered by you or for any indirect or consequential loss or damage of any kind incurred by you, whether arising under contract, tort or otherwise.
- 4.3 McConnell Law does not advise on taxation matters, nor does it monitor or seek to remind you of warranty periods or other notice periods.
- 4.4 McConnell Law is only qualified to advise you on matters and agreements relating to English law. You should obtain advice from local lawyers in relation to any matters or agreements that are governed by laws other than English law. McConnell Law excludes all liability for any claim brought by you against it arising from McConnell Law's failure to advise you on issues relating to laws other than English law.
- 4.5 Nothing in these terms and conditions shall exclude or in any way limit McConnell Law's liability for death or personal injury caused by its negligence and/or McConnell Law's liability for fraudulent acts or omissions.
- 4.6 Any legal action arising in connection with these terms and conditions, or otherwise in relation to services provided by McConnell Law must begin within 12 months after the cause of action arises.

#### **5. Insurance**

- 5.1 McConnell Law's current professional indemnity insurer is Endurance Worldwide Insurance Limited of 2 Minster Court, Mincing Lane, London EC3R 7BB. Insurance cover is worldwide.

#### **6. General**

- 6.1 All work that you instruct McConnell Law to undertake shall be carried out by Charlotte McConnell, the solicitor director of McConnell Law.
- 6.2 Your continuing instructions on matters will amount to your acceptance of these terms and conditions and, unless otherwise agreed, these terms and conditions will apply to any future instructions that you give to McConnell Law.
- 6.3 You agree that you will comply with any reasonable requests made by McConnell Law to enable McConnell Law to comply with its obligations under laws and regulations relating to money laundering.
- 6.4 The contract for services between us is not intended to and shall not create or give rise to any third party rights whether arising under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 6.5 These terms and conditions shall be governed by English law and any dispute relating to them shall be referred to the exclusive jurisdiction of the English courts.

- 6.6 If you have a complaint you should raise it with Charlotte McConnell by email to [charlotte@mcconnelllaw.co.uk](mailto:charlotte@mcconnelllaw.co.uk) or telephone 020 82559500. McConnell Law will investigate your complaint and provide a substantive response within 10 working days of receipt. If, following such investigation, you remain unhappy with the matter you may be entitled to have your complaint considered by the Legal Ombudsman at [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk). You may also apply to the court for an assessment of the bill under Part III of the Solicitors' Act 1974.
- 6.7 McConnell Law's privacy policy setting out how we process and store your personal data is set out on our privacy policy located at [www.mcconnelllaw.co.uk](http://www.mcconnelllaw.co.uk).

**Accepted**

**Client Company Name:** .....

**Client Address:** .....

**Sign:** .....

**Print Name of Signatory:** .....

**Date:** .....