



General Terms and Conditions

Thank you for choosing Elderflower Legal & Secretarial Services. We appreciate your business and look forward to building a fruitful relationship with you.

1 Scope of this Agreement

- 1.1 This agreement sets out the terms and conditions on which we will provide or procure legal and/or company secretarial advice and services for you. Please read the agreement carefully before you use our Services. You signify that you agree to accept all the terms of this Agreement once you use or access the Services. If you do not accept this Agreement, you should let us know in writing straightaway and you may not use the Services.
- 1.2 Legal and company secretarial advice is provided by Elderflower Solutions Limited Registered in England. (Company No. 8851214) whose registered office is at Chestnut House, 23 Ryles Park Road, Macclesfield, Cheshire SK11 8AH, UK. 'Elderflower Legal & Secretarial Services' and 'Elderflower Legal' are trading names of Elderflower Solutions Limited.
- 1.3 Elderflower Solutions Limited is regulated by the Bar Standards Board ('BSB') (Reg No. ER127245) and operates in accordance with the BSB Handbook. The BSB Handbook sets out the standards and requirements that we are expected to achieve and observe for the benefit of our clients. The Handbook includes the Code of Conduct which contains required outcomes designed to benefit users of legal services and the public at large.

2 Parties to this Agreement and Definitions

- 2.1 This agreement is between:
 - (1) **Elderflower Solutions Limited** ('Elderflower Legal', 'We' or 'Us')
 - (2) **You**, the person or organisation that has subscribed for or requested the Services.
- 2.2 No other party may rely on this agreement or the advice provided by us without a specific contract with us.
- 2.3 The following words used in this agreement have specific meanings:

'**Services**' means the 'Service Packages' or 'Ad Hoc & Special Project Services'.

'**Service Package**' means one or more of the core services which we provide for a fixed fee which are described in more detail on our website at elderflowerlegal.co.uk/price-plans.

'**Ad Hoc & Special Project Services**' means a specific assignment which you ask us to perform, which does not fall within the scope of a Service Package, but which is described in a written confirmation of instructions or proposal.

3 People responsible for your work

- 3.1 Mark Johnson will have overall supervision of the work carried out for you. Mark is a qualified solicitor (SRA No. 166634) and chartered secretary (Reg No. 1159390) and he is subject to the requirements of the *Solicitors Regulation Authority's Code of Conduct* as well as *ICSA-The Governance Institute's Code of Ethics*. He will be assisted by other personnel as necessary.
- 3.2 When telephoning to speak to us, please use the main telephone number 01625 260577. Occasionally, you may be passed through to voicemail. Please be assured that messages are checked regularly and your call will be returned as soon as possible.
- 3.3 Our normal office hours are from 9am to 6pm. If urgent contact is required outside these times, feel free to contact Mark's mobile 07768 645817.
- 3.4 We may allocate work to other qualified persons to perform under our direction or control and in such cases we will remain responsible for their performance. We will try our utmost to avoid changing the people who handle your work, but if this unavoidable, for example due to sickness or holiday, we will inform you promptly who will be handling the matter and why the change was necessary.

4 Scope of Services

- 4.1 Unless otherwise specified in writing, the Services commenced as from the date of this Agreement. We are not responsible for any work carried out by others before we were instructed.
- 4.2 The Services will be provided in accordance with the description of the relevant Service Package supplied to you and/ or the written confirmation of instructions or proposal for an Ad Hoc or Special Project Service from time to time.
- 4.3 **IMPORTANT:** Please remember that in delivering a Service Package we are acting as a kind of 'general practitioner' and first line support – which means we can usually 'diagnose and treat' most common issues within the terms of the Service Package, but sometimes we may need to (a) recommend an additional discrete piece of work to be undertaken by us as an Ad Hoc or Special Project Service which does not fall within the terms of the Service Package; and/or (b) refer you to a specialist from our network of trusted experts (such as a barrister or tax advisor). If (a) applies, we will provide you with a confirmation of instruction and a price for the work and you can choose whether to proceed. If (b) applies, we will act as your agent in instructing the third party to provide additional services for an agreed fee, which will be discussed with you first. In such a case you will be responsible for payment of the third party's fees. A 'fair use' policy may apply to our Service Packages as set out in the description.

5 Service standards

- 5.1 In delivering the Services to you, we will use our reasonable endeavours to ensure that advice, information and documents are prepared and supplied with reasonable skill and care. We will provide the Services by any dates specifically agreed with you and in any event within a reasonable time having regard to the nature of the instructions.
- 5.2 In order to provide you with the best service, we need you to provide us with information, documents and instructions in a clear, accurate and timely manner. We will need you to be clear and open in stating your objectives and any relevant timescales or other circumstances which may impact on the work that we carry out for you. We ask that if you are not happy with any aspect of our service you tell us straightaway so that we can put it right.

- 5.3 We cannot accept liability for the Services if you fail to follow the advice provided, or if you fail to provide us with all the facts relevant to the issue on which you seek our advice (including any specific requirements or criteria set by third parties involved), or if you fail to provide adequate instructions, information or documents in good time to meet any relevant deadlines.
- 5.4 We are not responsible for the verification of any of the information provided by you in your instructions. Information provided by you will be taken at face value and will be relied upon by us.
- 5.5 We will update you regularly by telephone or email on the progress of matters we are handling for you. We will review your account regularly and update you on the likely timescales for each stage of any project and any important changes in those estimates.
- 5.6 We will explain to you by telephone or by email any further legal or company secretarial work required as your matter progresses. We will communicate with you in plain language.
- 5.7 We will update you on the cost of any Ad Hoc or Special Project Services at least every six months. On or before the first anniversary of a Service Package we will carry out a review with you of how the services have been performed and (where relevant) the level of usage and seek your feedback and suggestions for improvement before renewal of a Service Package. Unless otherwise agreed, these terms will apply to any renewal.
- 5.8 Where newsletters, briefings, audio, video or social media content are provided to you as part of a Service Package, these are provided for general guidance only and are not intended to be legal advice on a specific issue.

6 Outsourced Activities

Sometimes we may ask other companies or people to do word processing, printing, copying, IT software support, storage or other work on our files or data to ensure this is done promptly and cost-effectively. We will always seek a confidentiality agreement with these outsourced providers and abide by our Data Protection Policy set out in Clause 19 below.

7 Use of Email and Electronic Services

- 7.1 You acknowledge that we may send you documents and correspondence by e-mail and other online services, such as Dropbox or Microsoft Sharepoint, unless you specifically request us not to.
- 7.2 In all cases of transmission or sharing in electronic format, whilst we will take all reasonable precautions, we will not be responsible for inadvertent disclosure of information caused by unauthorised access into computer systems or interception of data. We cannot be held responsible for the accidental transmission of computer viruses – you are advised to take the normal precautions in scanning files received from external sources.

8 Charges and Expenses

- 8.1 Our ability to offer highly competitive fees relies on prompt settlement of accounts and in keeping our administration to a minimum. The fees payable for a Service Package are fixed and are collected by standing order or direct debit. If you cancel or miss a payment we reserve the right to withdraw any discount or apply a surcharge.

Fees for Ad Hoc and Special Project Services

- 8.2 If you instruct us to carry out an Ad Hoc or Special Project an hourly rate of £145 will apply, unless otherwise agreed in writing. In most cases, we will provide you with a fixed price estimate for the project (which shall be subject to a set of assumptions for factors outside our control, including delays by you in providing instructions or information).
- 8.3 If you already hold a Service Package with us and wish to instruct us to carry out an Ad Hoc or Special Project you may benefit from a discounted hourly rate. In most cases, we will provide you with a fixed price estimate for the project (which may be subject to a set of assumptions as above).
- 8.4 Unless otherwise agreed in writing, the fees for Ad Hoc and Special Project Services will be payable in accordance with the following milestones:
- On confirmation of instructions:* 20% of the agreed fee
- On completion of 50% of the work:* 30% of the agreed fee plus disbursements incurred.
- On completion of the project or instruction:* the balance of the agreed fee plus any agreed extras or variations and disbursements incurred.

- 8.5 Note that our hourly rates are reviewed as from 1 May annually and the fees for Service Packages will be reviewed on or prior to each renewal date.
- 8.6 In all cases our fees are exclusive of VAT, expenses and disbursements (see below) which shall be payable in addition.
- 8.7 If a purchase order is a pre-requisite to payment of our fees, please supply us with a purchase order prior to us commencing our work. After work has commenced, the absence of a purchase order number issued by you will not be a valid reason to delay payment to us and interest will run on overdue payments in accordance with Clause 8.8 below.
- 8.8 Except where an agreed instalment plan operates for Service Packages, our invoices are payable within 14 days of the date of invoice. Payment can be made by cheque or bank transfer. If the invoice is not paid within this time we reserve the right to charge interest on the amount due from that date to the date of payment at 3% above the base rate of Santander Bank plc from time to time in force. Please note we will exercise our statutory right to claim interest and compensation for debt recovery costs if we are not paid according to agreed credit terms.

9 Expenses and Disbursements

- 9.1 We may charge for expenses and disbursements we incur on your behalf as set out below.
- 9.2 We do not charge for small amounts of photocopying (less than 200 pages per month) or, telephone calls and ordinary postage (less than £1 per item). Other expenses are charged at cost as follows:
- Travel based on standard class rail travel and mileage at 45p per mile, accommodation and subsistence at cost (where necessary and pre-agreed).
 - Meeting room hire and catering charges at cost.
 - Telephone conferencing at 20p per minute per participant
 - Bulk photocopying at cost – black and white copies at 15p per sheet and colour copies at 25p per sheet.
 - Search and registration fees and research materials.
 - Stamp Duty Land Tax, where applicable.
- Plus in each case VAT, where applicable.

- 9.3 In some cases of litigation or disputes you may have to pay the legal costs of a third party. If this is the case, we will discuss this with you. Our fees for the Services do not include third party legal costs.

10 Handling of Client Funds

Please note in accordance with the BSB Handbook, we are not permitted to receive, handle or control client money. However, we may occasionally make use of third party payment services approved by the Bar Standards Board for fees paid to our agents, disbursements or settlement moneys. Please note that these services may not be covered by the Financial Services Compensation Scheme.

11 Storage of Papers

- 11.1 After completing the Services we are entitled to keep all your papers and documents while money is owing to us. We will keep our file of papers (except for any of your papers which you ask to be returned to you) for no more than 6 years and on the understanding that we have your authority to destroy the file 6 years after completing the Services. We may send the files to you for your storage after a period has elapsed since completion. We will not destroy any documents you ask us to keep in safe custody. Charges may apply for papers you ask us to keep in safe custody – please ask us for details.
- 11.2 If we have to retrieve papers or documents out of storage in relation to continuing or new instructions from you, we will not normally charge for such retrieval. However, we may charge you both for time spent recalling stored papers that are requested and reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

12 Intellectual Property

All copyright and other intellectual property rights of whatever nature attaching to our work product, including all documents, reports, written advice, photos, artwork, audio or video belong to us and remain our property. You have a licence to use this material for the particular purpose for which it is prepared. If you wish to use it for other purposes, you must first obtain our written permission. The moral rights in the work product are asserted by us.

13 Confidentiality

- 13.1 We are bound by our strict professional rules to keep the affairs of clients and

former clients confidential. We are also required to disclose to you all information of which we are aware or may become aware which is material to your case or project. However, we may not disclose this information if we already owe a duty of confidence to another client in relation to that information. If this happens, we will bring the matter to your attention and you will be able to decide whether you wish us to continue to act.

- 13.2 This obligation of confidentiality does not apply if (a) the information is already in the public domain without any breach of confidentiality, (b) if you give us permission to disclose the information, or (c) if we are required or permitted to disclose it by any regulatory or fiscal authority.

- 13.3 From time to time, we may mention in our marketing literature that we have been involved with a particular project or case within the bounds of client confidentiality. We propose to assume that you have no objection to this, unless you notify us in writing.

14 Professional Indemnity Insurance

We hold professional indemnity insurance with Bar Mutual Indemnity Fund in respect of all our activities in the UK. Further details can be provided on request to our Practice Manager.

15 Limitation of Liability

- 15.1 **IMPORTANT:** In accordance with our usual practice, the aggregate liability of Elderflower Solutions Limited, its directors, employees and consultants or any of them for any Loss shall not exceed £2 million. "Loss" here means the aggregate of all losses or damages (including interest thereon if any) and any costs suffered or incurred, directly or indirectly by you under or in connection with this agreement or the Services. This includes loss arising from a breach of contract, breach of statutory duty, tort (including negligence) or other act or omission by us, but excludes any such losses damages or costs arising from fraud or dishonesty or in respect of liabilities which cannot be lawfully limited or excluded.
- 15.2 We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities.
- 15.3 You agree not to bring any claim against any director, employee or consultant of Elderflower Legal in their personal capacity.

15.4 You agree that the limitations set out above are reasonable in the context of the services delivered and the competitive fees charged.

Please ask if you would like us to explain any of the terms above.

16 Termination

16.1 You may terminate the Services in writing at any time by email or letter to us. In the case of a Service Package, you must give us at least 60 days' notice and continue to pay for the services during the notice period.

16.2 We can decide to stop providing the Services to you only with good reason (e.g. you do not pay our invoices, fail to provide proper instructions, or a conflict of interest occurs) and on giving you reasonable notice. If you cancel or we decide to stop acting for you, you must pay our charges up until that point.

16.3 This agreement will terminate automatically if we have an obligation under the BSB Handbook or otherwise to withdraw from a case or to cease to act.

16.4 You may also have the right under the Consumer Contracts Regulations 2013 to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day the agreement is concluded (i.e. the date it is accepted by you).

16.5 To exercise the right to cancel, you must inform us in writing of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail). To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation

16.6 If you cancel this contract under clause 16.5, we will reimburse to you all payments received from you. However, if you have asked us to start work during the cancellation period and the work has been completed, you may lose your right to cancel and you will have to pay for the work carried out.

17 Raising concerns or complaints with us

17.1 We will strive at all times to offer you a high quality, efficient and prompt service. However, if you have any queries or concerns about our work for you or our

charges, please feel free to raise them with our Practice Manager.

17.2 All lawyers are obliged to attempt to resolve problems that clients may have with services provided. We value your business and would ask you to raise any concerns with us immediately so that they can be resolved to your satisfaction. We operate a written complaints handling procedure and will be happy to supply you with a copy on request to our Practice Manager, Jayne Johnson (jayne.johnson@elderflowerlegal.co.uk t 01625 260577). We have eight weeks to consider your complaint.

17.3 If you are not satisfied with our internal complaints handling, certain issues can be referred to our regulator, the Bar Standards Board or in some cases to the Legal Ombudsman. You can find out more at barstandardsboard.org.uk, t 020 7611 1444 or legalombudsman.org.uk t 0300 555 0333.

17.4 You must have tried resolving your complaint with us first, but if we are unable to help you then you can have the complaint independently looked at by the Legal Ombudsman who investigates problems about poor service from lawyers. The time limits for notifying them of complaints are:

- a. Within six months of receiving a final response to your complaint; and
- b. Six years from the date of act/omission; or
- c. Three years from when you should reasonably have known there was cause for complaint (if the act took place more than six years ago).

17.5 You can usually only complain to the Legal Ombudsman if you are a member of the public, a very small business, a charity (with annual income of less than £1 million), a club (with annual income of less than £1 million) or a trust (with an asset value of less than £1 million).

18 Equality and Diversity

Elderflower Legal is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees. Please contact our Practice Manager if you would like a copy of our Equality and Diversity Policy.

19 Data Protection

- 19.1 This explains our policy regarding the personal data you may provide to us when signing up to our services, downloading a publication, signing up to our briefings or booking onto an event.
- 19.2 Information you provide is collected and stored securely by Elderflower Solutions Limited. We are registered as a data controller with the Information Commissioner's Office (Ref No. ZA056126).

What information we collect

- 19.3 The information we collect depends on whether you have signed up for our services and events, downloaded a publication, or made an inquiry about our services. Typically, we will collect your name, address, organisation, date of birth, family details, email address, phone number, IP address and social media profiles. The information may also include details of visits to our website. We may verify or supplement this information with data publicly available from other sources.

How information about you will be used

- 19.4 We collect this information to enable us to fulfil our contract with you, to keep you informed of legal and regulatory developments which are likely to be of interest, to provide better-tailored services to our clients, to maintain our accounts and records, to contact you following an enquiry you have made and to comply with our statutory obligations to prevent money laundering and fraud. We will usually keep this information during the time of your involvement with our services and usually for a period of 6 years afterwards. For online briefings, we will keep this information until you unsubscribe, which you can do at any time.
- 19.5 If you book onto one of our events, we may share your basic details with the venue operator and any partner organisations involved in the event, including any dietary preferences or special access needs. We may make the delegate list available to other event participants to allow participants to understand each other's background and experience and enhance the networking value of the event.
- 19.6 Information may also be shared with our technology suppliers in order to provide services to you. Whilst generally we do not transfer data outside the EEA, we may use cloud-based software vendors based in the US. These suppliers have signed up to the

Privacy Principles of the US Dept of Commerce's *Privacy Shield* scheme.

- 19.7 We would like to send you information about our services and events from time to time by post, by telephone, email, SMS text and social media direct messaging to ensure you get the best from our services and to keep you informed of relevant developments in law and policy.
- 19.8 We and our partners will hold all information in confidence and comply with all responsibilities under applicable Data Protection laws. We will not sell, rent or assign your personal data to any other external organisation or individual. **By proceeding with your request for services you agree to these terms.** You have a right to withdraw your consent at any time and can update your preferences at any time by emailing info@elderflowerlegal.co.uk.
- 19.9 If you would like further information about handling of personal data, or wish to make a complaint, please email or write to us at the address above. Alternatively, you can find out more about your rights or complain to the Information Commissioner's Office at ico.org.uk.

20 Money Laundering Legislation

- 20.1 Government Regulations to combat the laundering of the proceeds of crime and terrorism may require lawyers to obtain proof of a client's identity before acting for them and in some cases other related parties who may have an interest in a transaction. In the absence of satisfactory evidence of identity, we may not be able to provide the Services to you.
- 20.2 In most cases we will need to see and take copies of documents such as passport, photo driving licence, proof of address, and for corporate clients a company search or equivalent. You acknowledge that we may use third party sources to confirm identity checks in some cases including electronic verification services and you consent to our use of such services and to pay any reasonable charges involved (usually around £5).
- 20.3 As a result of Government Regulations, lawyers must have regard to the source of any funds to be used by their clients in any transaction; consequently, we may require you to disclose the details of any source of funds to be used in a transaction. If you are unable to do so, we may terminate our retainer.

- 20.4 You should be aware that all lawyers have an obligation by law to report any knowledge or suspicion of certain criminal activities to the National Crime Agency. This could include knowledge of tax evasion or possession of criminal property by anyone involved in a transaction in whatever capacity. In most cases, this report must be made without reference to you, or without your consent.
- 20.5 If we make a report in relation to your project or case, we may not be able to tell you that a report has been made. We may have to stop working on your projects for a period of time and may not be able to tell you why.

21 Acceptance of these terms

Your continuing instructions will amount to your acceptance of these terms, but we would be grateful if you would acknowledge receipt of this agreement by signing and returning the enclosed copy. If you are giving instructions on behalf of any partnership, company, individual or unincorporated association we are entitled to assume that you are authorised to do so. In some circumstances, we may ask that you provide a personal guarantee for the payment of fees on behalf of the organisation.

22 Force Majeure

We cannot be held liable or deemed to be responsible for any delays or failure in performance under this agreement resulting from acts beyond our control, including but not limited to: Acts of God, acts or regulations of any government or supranational authority, civil disorder, war or national emergency, terrorist activities, outbreak of infectious disease, extreme weather conditions, industrial action, accident, fire or flood.

23 Entire agreement, governing law and resolving disputes

- 23.1 This agreement together with any Service Package and confirmation of instructions for Ad Hoc or Special Project Services forms the entire agreement between us to the exclusion of all other terms and representations.
- 23.2 Unless otherwise agreed in writing, these terms of business will apply to any future instructions you give us. We may revise and update these terms from time to time by notice in writing to you.
- 23.3 Any dispute or legal issue arising from this agreement or the delivery of the Services

will be determined by the laws of England and considered exclusively by the English courts.

- 23.4 In the unlikely event that there is a dispute between us which cannot be resolved through discussion, in order to contain costs and find a speedy solution, we both agree that before any court action is taken, the matter must first be referred to mediation in accordance with the CEDR 125 Low Cost Mediation Service (www.cedr.com/solve/lowcostmediation/). Either of us may contact CEDR to request the appointment of a mediator and the rules of that scheme will then apply. Either of us may suggest a time and venue for the mediation to take place, or if we cannot agree, the mediator has the power to fix a time and venue. The mediation fee must be paid at the time of the application to CEDR. We are each responsible for payment of 50% of the fee (currently £600). However, one of us may pay the whole fee and the respective contribution from the other shall then be due as a debt.

We have read and understood the above and confirm our agreement to the terms set out above.

Signed _____

Duly authorised to sign

Dated _____