

Terms & Conditions of Service

Spencer Churchill Law Ltd

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CONTRACT DETAILS

This Agreement is made on XXXXXXXXXXXX between:

Spencer Churchill Law Ltd, a private limited company, incorporated and registered in England and Wales with company number 11692170, whose registered office is at Bolton Business Centre, 46 Lower Bridgeman Street, Bolton trading as Spencer Churchill (“we”, “us”, “our”);

And

XXXXXXXXXXXX, whose residing address is XXXXXXXXXXXXXXXX

(“Client”, “you”, “your”).

BACKGROUND

Spencer Churchill is a multiservice law firm that provides legal services to individuals and businesses. The Client wishes to engage Spencer Churchill for the provision of their Services. Spencer Churchill is willing to provide Services to the Client in accordance with the terms of this agreement, and as set out in our Client Care Letter (“Services”). Additional terms may also apply as notified to you by Spencer Churchill.

Spencer Churchill are authorised and regulated by the Solicitors Regulation Authority with SRA number 119449.

We are registered for VAT in the United Kingdom and our VAT number is 378449248.

BY SIGNING THIS AGREEMENT, THE PARTIES AGREE TO THE FOLLOWING TERMS:

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CLIENT CARE LETTER is attached to this Agreement.

1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply in this Agreement:

- 1.1.1 **"Agreement"** or **"Contract"** means this agreement between the Client and Spencer Churchill that is made up of:
 - 1.1.1.1 The Contract Details, Background, and Table of Content.
 - 1.1.1.2 The Agreed Terms.
 - 1.1.1.3 Our Client Care Letter.
 - 1.1.1.4 Any other Document named in our Client Care Letter (such as a Conditional fee Agreement).
- 1.1.2 **"Business Day"** means 9am to 5pm, Monday to Friday (excluding public holidays in England).
- 1.1.3 **"Commencement Date"** means the date that this Services Agreement was made, which can be found at the top of this Document.
- 1.1.4 **"Confidential Information"** means any information of a confidential nature as described in clause 9.
- 1.1.5 **"Client Care Letter"** means the Client Care Letter attached to this Agreement.
- 1.1.6 **"Client's Equipment"** means any equipment, systems, or facilities provided by the Client and used directly or indirectly in the supply of Services. This is extended to apply to any equipment, systems, or facilities which are accessed remotely.
- 1.1.7 **"Deliverables"** means all Documents, products, and materials developed by Spencer Churchill or its agents, subcontractors, consultants, or employees in relation to the Services provided in any form.
- 1.1.8 **"Document"** includes (in addition to any Document in writing) any drawing, plan, diagram, design, image, tape, disk, or any other device or record embodying information in any form.
- 1.1.9 **"Force Majeure Event"** has its definition in clause 14.1.
- 1.1.10 **"In-put Material"** means all Documents, information, and materials provided by the Client, relating to the Services.
- 1.1.11 **"Intellectual Property Rights"** or **"IPR"** means patents; utility models; rights to inventions; copyright, neighbouring, and related rights; trademarks and service marks; business names and domain names; rights in get-up and trade dress, goodwill, and the right to sue for passing off or for unfair competition; rights in designs; database rights; rights to use, and to protective confidentiality of, confidential information (including know-how and trade secrets); and all other intellectual property rights, in each case whether registered or unregistered, and including all applications and rights to apply for and be granted renewals or extensions of, and rights to claim priority from such rights and all similar or equivalent rights or forms of protection, which subsist or will subsist, now or in future, in any part of the world.
- 1.1.12 **"Pre-existing Materials"** means all Documents, information, and materials provided by Spencer Churchill or its agents, subcontractors, consultants, or employees, relating to the Services, which existed prior to the Commencement Date.

- 1.1.13 “**Spencer Churchill’s Equipment**” means any equipment including tools, systems, or facilities provided by Spencer Churchill or its agents, subcontractors, consultants, or employees and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the parties, under which, title passes to the Client.
- 1.1.14 “**Spencer Churchill’s Team**” means all directors, managers, employees, consultants, engineers and specialists, agents, and subcontractors engaged in relation to the Services.
- 1.1.15 “**VAT**” means value added tax, chargeable under the [Value Added Tax Act 1994](#).
- 1.1.16 References to **clauses** and **schedules** are to the clauses and schedules of this Agreement, and references to paragraphs are to the **paragraphs** of the relevant Client Care Letter, schedule, or appendix.
- 1.1.17 Our Client Care Letter forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes our Client Care Letter (and any subsequent Schedules or Client Care Letters).
- 1.1.18 Schedules, clauses, and paragraph headings shall not affect the interpretation of this Agreement.
- 1.1.19 Unless the context otherwise requires, words in the singular shall include the plural, and words in the plural shall include the singular.
- 1.1.20 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.1.21 Any words following the terms “**including**”, “**include**”, “**in particular**”, “**for example**”, or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term, preceding or following those terms.
- 1.1.22 A reference to “**writing**” or “**written**” includes e-mail, but not fax.
- 1.1.23 A reference to a **person** includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).
- 1.1.24 A reference to a **party** shall include that party’s personal representatives, successors, and permitted assigns.
- 1.1.25 A reference to a **company** shall include any company, corporation, or other corporate body, wherever and however incorporated or established.
- 1.1.26 A reference to a **holding company** or a **subsidiary** means a holding company or subsidiary as defined in section 1159 of the [Companies Act 2006](#), and a company shall be treated for the purposes only of the membership requirement contained in section 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person, by way of security or in connection with the taking of security, or (b) its nominee.
- 1.1.27 A reference to a **statute** or **statutory provision** shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.1.28 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. COMMENCEMENT AND DURATION

- 2.1 This Agreement shall commence on the Commencement Date and as shall continue for the period specified in our Client Care Letter, and after that shall continue unless the Agreement is terminated in accordance with clause 11, or until the Services are complete.
- 2.2 Spencer Churchill shall provide the Services from the Commencement Date and shall continue to provide the Services throughout the term.

3. SPENCER CHURCHILL'S RESPONSIBILITIES

- 3.1 Spencer Churchill shall:
- 3.1.1 Use reasonable endeavors to perform the Services and deliver any Deliverables to the Client in accordance with our Client Care Letter and shall allocate sufficient resources (including all equipment, tools, or other items required) to the Services to enable us to comply with this obligation.
 - 3.1.2 Ensure that all goods, materials, standards, and techniques used in providing the Services are of good quality and are free from defects in workmanship, installation, and design.
 - 3.1.3 Ensure Spencer Churchill's Team use reasonable skill and care in the performance of the Services.
 - 3.1.4 Comply with all applicable laws and regulations relating to the provision of the Services; and provided that Spencer Churchill shall not be liable under the Agreement if, as a result of such compliance, they are in breach of any of their obligations under this Agreement.
 - 3.1.5 Use reasonable endeavors to meet any deadlines as to performance dates as specified in our Client Care Letter.
 - 3.1.6 Co-operate with the Client in all matters relating to the Services.
 - 3.1.7 Take Reasonable care of any of the Client's Equipment and In-Put Material in Spencer Churchill's possession and make them available for collection by the Client on reasonable notice and request. Spencer Churchill may dispose of the Client's Equipment or In-Put Material if the Client fails to collect them within a reasonable period after termination of this Agreement.
- 3.2 Spencer Churchill is bound by various professional rules of conduct which is found in the SRA Handbook <https://www.sra.org.uk/handbook> or by writing to 'Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham, B1 1RN' or calling the Solicitors Regulation Authority on 0370 606 2555.
- 3.3 The SRA Indemnity Insurance Rules (as they apply from time to time) require us to take out and maintain Professional Indemnity Insurance ("PII"). Information about the insurance we carry, including the contact details of our insurers are available in hard copy at our registered office.
- 3.4 We do not advise on the laws and regulations of jurisdictions other than England and Wales (which may also include the law of the European Union so long as it has effect in England and Wales).
- 3.5 We are not qualified to give any taxation advice in any form, and you should seek professional advice from a suitably qualified tax accountant in respect of any taxation matters. If you authorise us to proceed with a transaction we will proceed on the basis that you have sought appropriate professional advice.

- 3.6 We do not advise on competition law, nor do we provide financial advice generally, or comment upon the commercial viability of any transactions upon which we advise.
- 3.7 The Law Society of England and Wales is a designated professional body under, [Part XX of the Financial Services and Markets Act 2000](#) (as amended) which means that we may carry out certain regulated activities without being regulated by the Financial Conduct Authority. This means that we may be able to provide limited financial services to you where such services arise out of, or are complementary to, the provision of legal services.
- 3.8 The Law Society is the designated professional body for the purposes of the, [Financial Services and Markets Act 2000](#), but responsibility for regulation has been delegated to the Solicitors Regulation Authority (the independent regulatory body of the Law Society – see clause 3.2), and responsibility for handling complaints has been delegated to the Legal Ombudsman (see clause 23).
- 3.9 The limited regulated activities that we carry out include issuing certain insurance policies (such as legal expenses insurance, defective title insurance, and other property indemnity insurance). We are not authorised by the Financial Conduct Authority, however we are included on the register maintained by them so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk.
- 3.10 Any insurance policy arranged by us on your behalf shall, in our opinion, be sufficient to meet your needs, but you are hereby informed that we do not recommend any policy over and above any other and that it is your responsibility to check that you are satisfied with the excess levels, exclusions, limitations and other policy terms. We do not conduct a fair analysis of the insurance market prior to arranging insurance policies. You can request details of the insurance undertakings with which we conduct business at any time.

4. CLIENT'S OBLIGATIONS

- 4.1 The Client Shall:
- 4.1.1 Co-operate with Spencer Churchill in all matters relating to the Services and appoint as they think fit a Client's manager in relation to the Services, who shall have the authority contractually to bind the Client on matters relating to the Services.
- 4.1.2 Provide such information as Spencer Churchill may reasonably request, and the Client considers reasonably necessary in order to carry out the Services in a timely manner and to ensure that it is accurate in all material respects.
- 4.1.3 Provide Spencer Churchill's Team (or as appropriate any expert instructed by Spencer Churchill in relation to the matter) with access to the Client's premises, data, and other facilities as reasonably required by Spencer Churchill's Team to supply the Services.
- 4.1.4 Pay all invoices submitted by Spencer Churchill in accordance with clause 6.

- 4.2 If Spencer Churchill's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Client, Spencer Churchill shall:
- 4.2.1 Not be liable for any costs, charges, or losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay.
 - 4.2.2 Be entitled to payment of the charges despite any such prevention or delay.
 - 4.2.3 Be entitled to recover any additional costs, charges, or losses that Spencer Churchill sustains or incurs that arise directly or indirectly from such prevention or delay.
- 4.3 If now or at any point in the future, any matter on which we act for you is subject to proceedings, whether in the courts or other tribunals, you will likely have to disclose Documents, including electronic Documents, relevant to the matter. It is your responsibility to retain and preserve all Documents or other evidence which may be relevant to your case. You should ensure that you do not destroy, or allow to be destroyed any Documents that relate to such matter in any way (however slight you believe the connection may be), as your position in such proceedings could be seriously compromised if you do.
- 4.4 If you instruct us jointly in relation to any matter, it is your responsibility to tell us at the outset of this Agreement if you require more than one person to give instructions in relation to that matter. Otherwise we will accept instructions from any one person and will not be responsible to any other person for any losses they suffer as a result.
- 4.5 If you are a business, it is your responsibility to tell us at the outset of this Agreement if you require more than one director (or equivalent) to provide instructions. Otherwise we will accept instructions from any one person and will not be responsible for any losses you suffer as a result.
- 4.6 If you have any special requirements (such as a disability) please inform us at the outset of this Agreement.

5. CHANGE CONTROL

- 5.1 If either party wishes to change the scope or execution of the Services, they shall submit details of the requested change to the other in writing.
- 5.2 If either party has made any request to make a change to the scope or execution of the Services, Spencer Churchill shall, within a reasonable time, provide a written estimate to the Client of:
- 5.2.1 The likely time required to implement the change.
 - 5.2.2 Any necessary variations to Spencer Churchill's charges arising from the change.
 - 5.2.3 Any other impact of the change on this Agreement.
- 5.3 Unless both parties consent to a proposed change, there shall be no change to this Agreement.
- 5.4 If both parties consent to a proposed change, the change shall be made only after the agreement of the necessary variations to Spencer Churchill's charges, the Services, and any other relevant terms of this Agreement has been varied in accordance with clause 15.

- 5.5 If Spencer Churchill requests a change to the scope or execution of the Services in order to comply with any applicable safety or statutory requirements, and such changes do not materially affect the nature or scope of, or the charges for the Services, the Client shall not unreasonably withhold or delay consent to it. Unless Spencer Churchill's request was attributable to the Client's non-compliance with the Client's obligations, neither the Spencer Churchill's charges nor any other terms of this Agreement shall vary as a result of such change.

6. CHARGES AND PAYMENT

- 6.1 In consideration of the provision of the Services by Spencer Churchill, the Client shall pay the charges as set out in our Client Care Letter and in accordance with this clause 6.
- 6.2 The charges and payments by the Client exclude VAT, which Spencer Churchill shall add to its invoices at the appropriate rate.
- 6.3 The charges shall be paid in Great British Pounds, unless otherwise agreed in writing by Spencer Churchill, and are to be paid via the method stated in the Client Care Letter.
- 6.4 The Client shall pay each invoice which is properly due and submitted to them by Spencer Churchill, within 1 month of receipt, to the bank account nominated in writing by Spencer Churchill.
- 6.5 All amounts due under this Agreement from the Client to Spencer Churchill shall be paid in full without any set-off, counterclaim, deduction, or withholding (other than any deduction or withholding of tax as required by law).
- 6.6 If Spencer Churchill requires a deposit or payment in advance of Service (which is called "money on account") and the Client fails to make payment, Spencer Churchill may suspend all Services until payment has been made. Spencer Churchill also reserves the right to terminate this Agreement and cease to act if any money payable to them is not paid by the due date.
- 6.7 Where our Client Care Letter states that we are charging on an hourly basis, the following terms apply:
- 6.7.1 The hourly rate shall vary according to the experience and expertise of the person dealing with the matter. The rates which apply to each matter are set out in our Client Care Letter.
- 6.7.2 The time spent on your matter shall include meetings with you and others, travelling, waiting, researching, considering, writing, receiving correspondence, making and receiving telephone calls, preparing and working on Documents, and making file notes.
- 6.7.3 The time spent on your matter is recorded as units of 1/10th of an hour. Therefore, this is the minimum amount of time we will charge you for any piece of work undertaken on your matter.
- 6.8 If the Client fails to make any payment due to the other party under this Agreement, by the due date for payment, then, without limiting Spencer Churchill's remedies under clause 17, the Client shall pay interest on the overdue amount at the rate of 8% per annum above the Bank of England's base rate. Such interest shall accrue daily, from the due date until actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount.

- 6.8.1 If you are a business Spencer Churchill may, at their discretion, charge you interest under the [Late Payment of Commercial Debts \(Interest\) Act 1998](#), plus a fixed sum under the [Late Payment of Commercial Debts \(Interest\) Act 1998](#) as amended and supplemented by the [Late Payment of Commercial Debts Regulations 2002](#).
- 6.9 In relation to payments disputed in good faith, interest under clause 6 is payable only after the dispute is resolved, on sums found or agreed to be due, from the due date until payment.
- 6.10 Should you make a payment by way of cheque or credit card and that payment is subsequently not honoured then we will inform you in writing and request that funds be made available for payment to be presented. The firm reserves the right to charge you a fee for administration and any charge imposed by the bank for representing your payment and we may also charge you interest and / or a fixed sum as described in this clause 6.
- 6.11 All expenses which we incur in working on your matter will be payable by you in addition to our fees. Examples include Land Registry Fees, Companies House fees, search fees, Stand Duty Land Tax (or other taxes), fees charged by experts, agents, couriers, barristers, court fees, travel expenses and subsistence, international telephone calls, use of online databases, telegraphic transfer fees. VAT is payable on certain expenses which will be charged in addition.
- 6.12 Any guide that we give of a written estimate of total charges is provided as a guide only, and should not be regarded as a fixed quotation unless otherwise agreed in writing. We will endeavour to inform you of any unforeseen but significant additional work that becomes necessary.
- 6.13 It is often impossible to tell at the outset what the overall cost of a matter will be. If this is the case, we will provide you with as much information as possible at the start and keep you updated as the matter progresses. If a precise figure cannot be given at the outset, we shall explain the reason to you and give you the opportunity to set a ceiling figure beyond which you do not want us to act without your consent or we shall agree a review date with you on which we shall try to give you more information about the likely overall cost.
- 6.14 Unless otherwise specified in our Client Care Letter, we usually submit bills monthly but may choose to submit bills at other intervals during the course of us working on your matter. We may also submit a bill on or at any time after conclusion of the matter or at the end of this Agreement. Unless otherwise agreed, our bills are payable within **14 days** of delivery of the bill. All bills, whenever they are submitted will be for the final bills for the period to which they relate.
- 6.15 The parties agree that Spencer Churchill may review and increase the charges at their discretion. Spencer Churchill will give the Client not less than 1 month notice of any increase. If such increase is not acceptable to the Client, they may terminate this Agreement by giving 1 month notice to Spencer Churchill.
- 6.15.1 For hourly rate matters Spencer Churchill will not increase their charges more than once in any 12 month period.
- 6.16 Where we decide to extend credit to you by carrying out work on your matter after the money you have paid on account has all been used, you agree to remain liable for our fees regardless of whether or not we give you advance notification that we are going to extend credit to you.
- 6.17 It is your responsibility to tell us when you first instruct us if you have any form of insurance cover (such as legal expenses insurance) that you think will cover our fees. We shall not be liable to you for any losses you sustain as a result of your failure to provide us with such details. You must also tell us when first instructing us if there is any third party who may pay our fees. If a third party agrees to pay all or part of our fees, you will remain responsible to us for payment until those fees have been paid in full.

- 6.18 If we are advising more than one person, unless otherwise agreed in writing by Spencer Churchill, we will act for those persons jointly and severally. If we are asked to deliver the bills to only one person, those bills will nevertheless be payable in full by all other persons we act for under this Agreement.
- 6.19 If you have any queries in respect of any element of a bill, you should still promptly pay all other elements of the bill.
- 6.20 Where we hold money for you, whether because you have made payment on account or we otherwise receive funds on your behalf, we may use this money toward payment of our bills. If we take any security for any fees, whether from you or any third party, this shall not affect any rights we have to retain your papers.
- 6.21 If you wish to make a complaint about a bill, you can do so by using the Firm's Complaints Procedure (a copy of which is available on request). You may also have a right to object to a bill by making a complaint to the Legal Ombudsman (see clause 23) and / or applying to the court for assessment of the bill under [Part III of the Solicitors Act \(1974\)](#).
- 6.22 If your matter relates to litigation, there is a possibility that you may be responsible for the other party's legal costs and expenses, which you acknowledge and agree to. At the outset we will investigate the likelihood of this happening and will advise you accordingly.

7. QUALITY OF SERVICES

- 7.1 Spencer Churchill warrants to the Client that:
- 7.1.1 Spencer Churchill will perform the Services with reasonable care and skill, and in accordance with generally recognised commercial practices and standards in the industry for similar services.
- 7.1.2 The Services will materially conform with all descriptions provided to the Client by Spencer Churchill found in our Client Care Letter.
- 7.1.3 The Services will be provided in accordance with all applicable legislation from time to time in force, and Spencer Churchill will inform the Client as soon as it becomes aware of any changes in that legislation.
- 7.1.4 The Client's rights under this Agreement are in addition to the statutory terms implied in favour of the Client by the [Supply of Goods and Services Act 1982](#), [the Consumer Rights Act 2015](#), and any other statute.
- 7.1.5 The provision of this clause shall survive any performance, acceptance, or payment pursuant to this Agreement and shall extend to any substituted or remedial services provided by Spencer Churchill.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 Spencer Churchill shall own all Intellectual Property Rights in existence as at the Commencement Date and which are created in the provision of the Services. Nothing in this Agreement is intended to transfer any title, right, or interest in such Intellectual Property Rights to the Client.
- 8.2 Unless we agree otherwise, all copyright which exists in the Documents and other materials created while carrying out the Services remain Spencer Churchill's property. You have the right to use such Documents and materials for the purposes for which they are created only, but not otherwise.
- 8.2.1 If you use the Documents for any purpose other than that for which they were created Spencer Churchill are not responsible for any losses that you may suffer as a result.
- 8.3 Unless otherwise required by law or court order, you agree not to make our work, Documents, or materials available to third parties without our prior written permission. Our work is undertaken for your benefit alone and we are not responsible to third parties for any aspect of our professional services or work that you make available to them.
- 8.4 In relation to any claim (including threats) or dispute brought to the Client's attention, relating to Spencer Churchill's IPR, the Client shall:
- 8.4.1 Upon becoming aware, notify Spencer Churchill of such a claim (including threats) or dispute.
- 8.4.2 Allow Spencer Churchill to conduct all negotiations and proceedings to settle the IPRs claim.
- 8.4.3 Provide Spencer Churchill with reasonable assistance regarding the IPRs claim.
- 8.4.4 Not, without prior consultation with Spencer Churchill, make any admission in relation to the IPRs claim or attempt to settle it, provided that Spencer Churchill considers and defends any IPR using competent counsel, and in such a way as not to bring the reputation of the Client into disrepute.

9. CONFIDENTIALITY

- 9.1 Both parties undertake that each shall not, at any time during this Agreement, and for a period of 5 years after termination of this Agreement, disclose to any person any In-put Material (in the case of Spencer Churchill), Pre-existing Material (in the case of the Client), technical or commercial know-how, specifications, inventions, processes, or initiatives which are of a confidential nature, or any other confidential information concerning the disclosing party's business or its products which the receiving party may obtain in connection with entering into this Agreement, except as permitted by clause 9.2.
- 9.2 Both parties may disclose Confidential Information:
- 9.2.1 To its employees, agents, consultants, or subcontractors (and in the case of Spencer Churchill, Spencer Churchill's Team) as is needed for the purpose of discharging its obligations under this Agreement. The party in receipt of such information shall ensure that its employees, agents, consultants, or subcontractors to whom it discloses the Confidential Information, comply with this clause 9.
- 9.2.2 As may be required by law, a court of competent jurisdiction, or any governmental or regulatory authority.

- 9.3 For the purposes of data protection, Spencer Churchill is the data controller. This means that we collect and hold your information and decide what it will be used for. Spencer Churchill will collect and use your data in accordance with our data handling and privacy policies as they exist and are amended from time to time.
- 9.4 We keep your information confidential and will not disclose it to third parties unless the disclosure is:
- 9.4.1 Authorised by you;
 - 9.4.2 Necessary as part of the Services we are providing;
 - 9.4.3 Required by law or our professional rules;
 - 9.4.4 Necessary for the purposes of our legitimate interests or those of a third party; or
 - 9.4.5 Necessary to protect your vital interest.
- 9.5 Spencer Churchill uses your information primarily to provide legal services to you. We also use your information for: accounting and billing purposes; to comply with our legal and regulatory obligations; and to manage our business. With your authority we may also send you information about our Services or events that we think may be of interest to you. Please confirm your preferences on the enclosed Client Declaration.
- 9.6 We may, on your authority, work with other professionals to work on your matter who we need to disclose relevant information to. This includes barristers, advocates, experts, costs specialists, other lawyers or outsourced consultants, etc. Please confirm that you are happy to consent to disclosure of your information in this situation on the enclosed Client Declaration.
- 9.7 Where there is another party to your matter (for example an opponent in litigation, buyer/seller in a property transaction) we will liaise with their legal representative (or third party directly if they are not represented) in order to progress your matter and provide our Services to you. This may involve us disclosing relevant information about you or your case to this party. Please contact us if you have any queries about this.
- 9.8 We may in some cases consult a credit reference agency in order to assess your creditworthiness. If you are an individual, we require your consent before we do this. Please confirm that you are happy for us to carry out a credit check on the enclosed Client Declaration. Please note that if you withhold your consent, this may limit the payment options that will be available to you, for example, we may not complete work for you unless you have made a payment on account. Details of the credit agency we use are available upon request.
- 9.9 We may become subject to periodic checks by Law Society approved consultants, assessors, or compliance specialists. This could mean that your file is selected for checking and we require your consent for the checking to occur. Please confirm if you are happy for your file to be selected for file auditing and vetting on the enclosed Client Declaration. If you refuse to give us consent to checks, your refusal will not affect your case.
- 9.10 All materials, equipment and tools, drawings, specifications, and data supplied by one party to the other, shall at all times be (and remain) the exclusive property of the party supplying such materials, equipment and tools, drawings, specifications, and data, but shall be held by the receiving party in safe custody at its own risk, and maintained and kept in good condition by that party until returned to the supplying party, and shall not be disposed of or used, other than in accordance with any written instruction or authorisation.

- 9.11 Spencer Churchill will retain all Documents relating to your matter (other than Documents which are in your possession or returned to you) for at least 6 years from the conclusion of our involvement in the matter. We will destroy your file after this time. We will not destroy any documents that you ask us to deposit in our deeds store.
- 9.12 If you ask us to retrieve documents from storage, then a charge will apply. We will also charge for any work necessary to comply with instructions given by you in connection with retrieved documents. Unless otherwise agreed with you in writing, those charges will be at our hourly rates applicable at the relevant time. Those charges will be applied on the same basis as set out in clause 6.
- 9.13 We may correspond with you via email unless you advise in writing otherwise. You acknowledge that email may not be secure. We are entitled to assume that the purported sender of an email is the actual sender and any express or implied approval or authority referred to in an email has been validly given. Spencer Churchill may monitor and read any email correspondence between you and us as part of our monitoring and compliance checks. The Internet is not secure and there are risks if you send sensitive information via the Internet. The data that we send via email is not routinely encrypted.
- 9.14 It is unlikely that we will change our bank account details during the course of the matter. We will never contact you by email to tell you that this is the case. If you receive correspondence purporting to be from us telling you that our bank details have changed then please contact our office by telephone.
- 9.15 If you are an individual you have the following rights under the [General Data Protection Regulation](#) (“GDPR”) so long as it has effect in England: right to access personal data, right to object to processing, right to object to automated processing, right to rectification, right to erasure, right to restrict processing, right to withdraw consent. You also have the right to complain to the Information Commissioners Office (“ICO”) <https://ico.org.uk>.

10. LIMITATION OF LIABILITY

- 10.1 Spencer Churchill’s total liability under or in connection with this Agreement shall be limited to the greater of:
- 10.1.1 150% the total value of this Agreement; or
- 10.1.2 3,000,000.
- 10.2 Where we are instructed jointly by more than one party, the limit on our liability applied in total to each party collectively (including anyone claiming through you or on your behalf).
- 10.3 This limit shall apply howsoever that liability arises, including, and without limitation, a liability arising by breach of contract, arising by tort (including, and without limitation, the tort of negligence), or arising by breach of statutory duty.
- 10.4 Nothing within this clause shall exclude or limit liability for:
- 10.4.1 Death or personal injury caused by negligence.
- 10.4.2 Fraud or fraudulent misrepresentation.
- 10.4.3 Any liability if and to the extent that it is not permissible in law for such liability to be limited or excluded.

- 10.5 Spencer Churchill will not be liable to the Client, whether in contract, tort, or restitution, or breach of statutory duty, or otherwise, for any:
- 10.5.1 Loss of profit.
 - 10.5.2 Loss of goodwill.
 - 10.5.3 Loss of business.
 - 10.5.4 Loss of business opportunity.
 - 10.5.5 Loss of anticipated saving.
 - 10.5.6 Loss of corruption of data or information.
 - 10.5.7 Loss of contracts.
 - 10.5.8 Loss of use of money.
 - 10.5.9 Loss of actual savings.
 - 10.5.10 Loss of revenue.
 - 10.5.11 Loss of reputation.
 - 10.5.12 Ex gratia payments.
 - 10.5.13 Loss of operation time.
 - 10.5.14 Loss of opportunity.
 - 10.5.15 Special, indirect, or consequential damage or loss suffered by the Client, arising under or in connection with this Agreement.
- 10.6 Spencer Churchill will not be liable for any deficiencies in the work we have undertaken if and to the extent that deficiencies are due to any false, misleading or incomplete information or documentation which has been provided to us (whether by you or any third party) or due to the acts or omissions of you or any third party.
- 10.7 Spencer Churchill is under no obligation to act for you (or to continue to act for you) if to do so would breach any laws or professional rules. Therefore, we will not be responsible or liable to you for any loss which you or any other party may suffer as a result of our refusal to proceed with your matter where we reasonably believe that by doing so would put us in breach of our legal obligations or professional rules as they apply from time to time.
- 10.8 Nothing in this Agreement shall or shall not be deemed to relieve the Client of any common law duty to mitigate any loss or damage incurred by it.

- 10.9 You agree that you will not bring any claims or proceedings in connection with this Agreement against any of Spencer Churchill's team, unless (and to the extent that) you are otherwise permitted to do so by law or our professional rules. Our Employees and Directors may enforce this clause even though they are not parties to this Agreement (but despite having such rights this Agreement may be varied or ended without their consent).
- 10.10 Proceedings in respect of any claim against us must be commenced within 6 years after you first had (or ought reasonably to have had) both the knowledge for bringing an action for damages and the knowledge that you had the right to bring such an action, and in any event no later than 6 years after any alleged breach of contract, negligence, or other cause of action. This provision expressly overrides any statutory provision which would otherwise apply; it will not increase the time within which proceedings may be commenced but may reduce it.
- 10.11 If we and any other party or parties are liable to you together in respect of the same claim, then we shall only be liable to pay you the portion which is found to be fair and reasonable having regard to the level of our default. Therefore, we shall not be liable to pay you the portion which is due to the fault of such party, even if you do not recover all or any money from such other party for any reason.
- 10.12 If we are liable to you and any other party or parties would have been found liable to you as well as us in respect of the same claim, if either:
- 10.12.1 You had brought proceedings or made a claim against them; or
- 10.12.2 We had brought proceedings or made a claim against them for a contribution towards our liability, then any sum due from us to you shall be reduced by the proportion for which such other party or parties would have been found liable had those proceedings been brought or those claims been made.

11. TERMINATION

- 11.1 Spencer Churchill may terminate this Agreement with immediate effect by giving written notice to the Client if:
- 11.1.1 The Client fails to pay any amount due under this Agreement on the due date for payment and remains in default for more than 14 days after being notified in writing to make such payment.
- 11.1.2 The Client commits a material breach of any term of this Agreement where the breach is irremediable, or if such a breach is remediable, fails to remedy that breach within a period of 14 days.
- 11.1.3 The Client repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify in our opinion that its conduct is inconsistent with them having the intention or ability to give effect to the terms of this Agreement.
- 11.1.4 A petition is filed, a notice is given, a resolution is passed, or an order is made for or in connection with the winding up of the Client's business activities.
- 11.1.5 An application is made to court (or an order is made) for the appointment of an administrator, or if notice of intention to appoint an administrator is given over the other party.
- 11.1.6 You provide us with incorrect or misleading information.

- 11.1.7 Any other reason notified to you in writing by Spencer Churchill. Such reasons may include failure to provide us with sufficient instructions, failure to provide appropriate evidence, any circumstance that we consider a relationship breakdown.
- 11.2 You may end this Agreement at any time by writing to us via post or email. However, we may be entitled to keep all your documents while money is owed to us, and you will be required to pay all of our fees which have been incurred up until the point of cancellation.
- 11.3 If your matter is not concluded or we are prevented from continuing to act, our charges will be based on the work that has actually been done, which (unless otherwise agreed in writing) shall be calculated at our hourly rate.
- 11.4 If we cease acting for you, we will inform the court or tribunal and apply to be removed from their records. We may charge you an hourly fee for doing so.
- 11.5 If you are a consumer and our contract with you is a distance contract or off premises contract you have the right to cancel within 14 days. We will not start any work within this 14 day period unless you waive your right to cancel within 14 days on the enclosed Client Declaration.

12. CONSEQUENCES OF TERMINATION

- 12.1 On termination of this Agreement for any reason, Spencer Churchill shall immediately deliver to the Client a refund of any sums paid in advance for Services which have not been received by the Client as a result of the termination of the Agreement.
- 12.1.1 Except where the Client has a subscription package, in which case the remaining period of the subscription term must be paid for in full by the Client.
- 12.2 On termination of this Agreement for any reason, the Client shall immediately pay to Spencer Churchill, all sums due and owing to it in connection with this Agreement.
- 12.3 Both parties shall return, destroy, or otherwise deal with, any Confidential Information as the disclosing party shall wish for it to be dealt with.
- 12.4 On termination or expiry of this Agreement, the following clauses shall continue in force: clause 8, clause 9, clause 10, clause 11, clause 12, clause 15, clause 16, clause 18, clause 20, and clause 22.
- 12.5 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations, or liabilities of the parties that have accrued up to date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

13. REMEDIES

- 13.1 If any Services are not supplied in accordance with our Client Care Letter or Spencer Churchill fails to comply with any terms of this Agreement, the Client shall be entitled (without prejudice to any other right or remedy) to require Spencer Churchill to carry out such additional work as is necessary to correct its failure.

14. INTELLECTUAL PROPERTY RIGHTS

- 14.1 A Force Majeure Event is any circumstance not within a party's reasonable control. This includes, without limitation:
- 14.1.1 Acts of God such as flood, drought, earthquake, tsunami, or other natural disaster, epidemic, or pandemic.
 - 14.1.2 War, or threat of or preparation for war (including terrorist attack, armed conflict, civil war, civil commotion, or riots).
 - 14.1.3 Imposition of sanctions.
 - 14.1.4 Nuclear, chemical, or biological contamination.
 - 14.1.5 Sonic boom.
 - 14.1.6 Fire, explosion, or accident (including collapse of building).
 - 14.1.7 Interruption or failure of utility services.
- 14.2 Provided it has complied with this clause 14, if a party is prevented, hindered, or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event, the affected party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 14.3 The corresponding obligations of the other party will be suspended and its time for performance of such obligations extended to the same extent as those of the affected party.
- 14.4 The affected party shall:
- 14.4.1 As soon as practicable after the start of the Force Majeure Event, but no later than 7 Business Days from its start, notify the other party in writing of the event, the date on which it started, its likely or potential duration, and the effect of the event on its ability to perform any obligations under this Agreement.
 - 14.4.2 Use reasonable endeavors to mitigate the effect of the event on the performance of its obligations.

15. VARIATION

- 15.1 No variation of this Agreement shall be effective unless it is in writing and signed by the parties or their authorised representatives.

16. WAIVER

- 16.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach.
- 16.2 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy.

17. RIGHTS AND REMEDIES

- 17.1 The rights and remedies provided under this Agreement are in addition to and not exclusive of any rights or remedies provided by law.

18. SEVERANCE

- 18.1 If any provision or part provision of this Agreement becomes invalid, illegal, or unenforceable, this shall not affect the validity and enforceability of the rest of this Agreement.
- 18.2 If it comes to the attention of either party that any provision or part provision of this Agreement is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid, and enforceable.

19. AGREEMENT IN FULL

- 19.1 This Agreement, including our Client Client Letter, any schedules and appendixes, constitutes the entire agreement between the parties, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and assurances between them, whether written or oral.
- 19.2 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties or constitute any party the agent of another party.

20. THIRD PARTY RIGHTS

- 20.1 No one, other than a party to this Agreement, shall have any right to enforce any of its terms. This Agreement does not give rise to any rights under the [Contracts \(Rights of Third Parties\) Act 1999](#).

21. NOTICES

- 21.1 Any notice or other communication given to a party in connection with this Agreement shall be in writing, and shall be:
- 21.1.1 Delivered either by hand, by pre-paid first-class post, or by other next working day delivery service, at the receiving party's postal address provided in this Agreement unless otherwise stated; or
 - 21.1.2 Sent by email to the email address specified in writing by Spencer Churchill as being a suitable address for service.
- 21.2 Any notice or communication shall be deemed to have been received:
- 21.2.1 If delivered by hand, at the time the notice is left at the proper address.
 - 21.2.2 If sent by pre-paid first-class post, or by other next working day delivery service, at 9am on the second Business Day after posting.

21.2.3 If sent by email, at the time of the transmission, or if this time falls outside business hours in the place of receipt, when business hours resume.

21.3 This clause does not apply to the service of any proceedings or other documents in any legal action, or where applicable, any arbitration or other method of dispute resolution.

22. GOVERNING LAW AND JURISDICTION

22.1 This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes), shall be governed and construed in accordance with the law of England. We both agree that the courts of England and Wales will have exclusive jurisdiction.

23. COMPLAINTS

23.1 We always aim to provide you with the highest level of service. In the event that you have any cause for concern, including about any bill that we send, then please be aware that you are entitled to make a complaint, and that you can do so by contacting our complaints manager, Mr Nick Turner, who is a director of our firm.

His telephone number is: [01204 205 061](tel:01204205061), His email is: nick@spencerchurchill.co.uk.

We take all feedback seriously and operate a Complaints Handling Policy (a copy of which is available upon request).

23.2 Where we are unable to deal with your complaint you are able to make a complaint to the Legal Ombudsman, provided you do so within six months of the end of our internal complaints procedure if you are still not satisfied with the outcome.

23.3 There are time limits for bringing a complaint to the Legal Ombudsman, which are linked to the date of the act or omission giving rise to the complaint or the date on which you should reasonably have known there were grounds for complaint. The relevant time limits are set out in the version of the Legal Ombudsman's Scheme Rules in force from time to time and may only be extended by the Legal Ombudsman in exceptional circumstances. If you wish to bring a complaint to the Ombudsman, please refer to the version which is in force at the time of your complaint. The rules can be found at: <http://www.legalombudsman.org.uk/downloads/documents/publications/Scheme-Rules.pdf>.

23.4 If your complaint relates to a bill, the Legal Ombudsman will not consider your complaint while your bill is being assessed by a court.

23.5 To make a complaint to the Legal Ombudsman, you must be one of the following:

23.5.1 An individual;

23.5.2 A micro-enterprise as defined in [European Recommendation 2003/361/EC of 6 May 2003](#) (broadly an enterprise with fewer than 10 staff and a turnover or balance sheet value not exceeding €2 million);

23.5.3 A charity with an annual income less than 1 million;

- 23.5.4 A club, association, or society with an annual income less than 1 million;
- 23.5.5 A trustee of a trust with a net asset value less than 1 million; or a personal representative or the residuary beneficiaries of an estate where a person with a complaint died before referring it to the Legal Ombudsman.
- 23.6 If you do not fall under any of the categories under 23.5 then you may not bring a complaint to the Legal Ombudsman and can only obtain redress by using our Complaints Handling Procedure, or by mediation or arbitration, or by taking action through the courts.
- 23.7 You may contact the Legal Ombudsman by writing to Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ. They can also be contacted by telephone on 0300 555 0333; by emailing enquiries@legalombudsman.org.uk; or through their [website www.legalombudsman.org.uk](http://www.legalombudsman.org.uk).

24. CLIENT MONEY

- 24.1 Subject to conditions set out in [Rules 22 to 25 of the SRA Account Rules](#) a sum in lieu of interest must be accounted to clients when it is fair and reasonable to do so. Our policy may change in accordance with the Bank of England base rate changes. At the date of these terms, the base rate is extremely low, this means that the sums of money involved are negligible.
- 24.2 The rate of interest available on Client accounts is significantly lower than the rate of interest which can be obtained on other bank or building society accounts. This reflects the fact that immediate access is required to client accounts in order to comply with the accounts rules and to facilitate the smooth completion of transactions. It is therefore unlikely that the funds will attract as much interest as if you had invested those funds yourself.
- 24.3 All interest arising from cleared funds held on behalf of trust will be credited to the trust whether those funds are held in a general client account or a separate designated client account.
- 24.4 For cleared funds paid into general client accounts, Spencer Churchill will account for interest **unless** one of the following circumstances applied:
- 24.4.1 The amount of interest calculated on the balance held is 20.00 or less; or
- 24.4.2 The client money was held in cleared funds in the client account for a period of 5 working days or less.
- 24.5 All other Clients shall be paid interest at the rate payable upon Spencer Churchill's account from time to time, unless the client has contracted out of the right to receive interest payments (for example where the client agrees that Spencer Churchill may keep interest payments to remunerate us for acting as stakeholder in a transaction or where the client's religious beliefs prohibit the receipt of interest).
- 24.6 In circumstances where we open a separate designated client account, the interest accrued on client funds held in the separate designated client account will be credited to the Client.
- 24.7 Where sums of money are held in relation to separate matters for the same client, the money relating to different matters shall be treated separately unless it is fair and reasonable in the circumstances to consider the sum together.

- 24.8 Interest will not accrue on any advances from the practice under [rule 14\(2\)\(b\) of the accounts rules](#) to fund a payment on behalf of a client or trust in excess of funds held for that client or trust.
- 24.9 Where a client fails to present a cheque to his or her bank for payment we will not recalculate any amount due to the client unless it is fair and reasonable to do so, for example, if the cheque has been sent to an incorrect address.
- 24.10 We will usually account to you for interest arising under our policy at the conclusion of your matter, but might, in some cases, consider it appropriate to account to you at intervals throughout.
- 24.11 Unless otherwise agreed by us in writing, if we receive any sums to hold on your behalf (whether received directly from you or from a third party) then we may deposit such money into an account or accounts with any bank or financial institution (a "**Deposit Provider**" which shall include banks, financial institutions, or clearing house through which transfers are made) of our choosing. We confirm that we comply with any applicable laws and any applicable rules of a regulatory authority in respect of the making of any such deposits.
- 24.12 We shall not be responsible for any loss which you or any third party may suffer in connection with an Insolvency Event occurring in relation to any deposited funds or through whom transfers are made, save if and to the extent that any such loss was caused by or contributed to by any breach by us of clause 24.11.
- 24.12.1 For the purposes of clause 24.12 an "**Insolvency Event**" means:
- 24.12.1.1 Any deposit provider is unable or admits inability to pay its debts as they fall due (or is deemed to be or declared unable to pay its debts under applicable law), suspends or threatens to suspend making payments on any of its debts, or by reason of actual or anticipated financial difficulties with one or more of its creditors with a view to rescheduling any of its indebtedness;
- 24.12.1.2 The value of the assets of any Deposit Provider is less than its liabilities (taking into account contingent or prospective liabilities);
- 24.12.1.3 A moratorium is declared in respect of any indebtedness of any Deposit Provider;
- 24.12.1.4 Any corporate or government action, legal proceedings, or other procedure or steps taken in relation to:
- 24.12.1.4.1 The suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration, or reorganisation (by way of voluntary arrangement, scheme of arrangement, or otherwise) of any deposit provider;
- 24.12.1.4.2 A composition, compromise, assignment, or arrangement with any creditor of any Deposit Provider or any of its assets;
- 24.12.1.4.3 Enforcement of any security interest (however so described) over any assets of any Deposit Provider;
- 24.12.1.4.4 The prevention or restriction (whether by way of freezing order or otherwise) of a Deposit Provider's ability to dispose of, deal with, or diminish the value of its assets.
- 24.12.1.4.5 Any event analogous to those described in clause 14.12.1.4 occurs in any jurisdiction in respect of any deposit provider.

24.13 If an Insolvency event occurs in relation to any Deposit Provider which holds money that we have deposited on your behalf, we will, where applicable, need to disclose to the Financial Services Compensation Scheme (“FSCS”) all relevant details in our possession about you and the money that we hold on your behalf with such a deposit provider in order to make a claim for compensation on your behalf. Please indicate on the enclosed Client Declaration, whether you are happy for us to disclose your information in this situation. Please note that by withholding consent to our disclosure of your details to the FSCS in such circumstances, you may forfeit any right you may have to receive compensation from FSCS where an Insolvency Event occurs in relation to a Deposit Provider holding money which we have deposited on your behalf. Compensation for deposits is limited to 85,000 for any individuals total deposit with that service provider, including any personal finances. Further detail can be found at <https://www.fscs.org.uk>, or by calling FSCS on 020 741 4100.

25. ANTI-MONEY LAUNDERING

- 25.1 We will inform you in our Client Care Letter whether the anti-money laundering legislation applies to you. All Solicitors are obligated to carry out anti-money laundering and identity checks in accordance with anti-money laundering and counter-terrorist financing laws. This includes obtaining and keeping documentary evidence of your identity and gaining an understanding of their financial status and affairs.
- 25.2 For individuals (including directors and shareholders) we are required to keep a photocopy of a driving licence, passport, or other valid form of photo identification.
- 25.3 For all companies we carry out appropriate checks with Companies House (or similar for other jurisdictions).
- 25.4 We may also inform you of any other evidence we require at our absolute discretion.
- 25.5 In circumstances we may be required to make a report under the Money Laundering, Terrorist Financing, and Transfer of Funds (Information on the Payer) Regulations 2017, Proceeds of Crime Act 2002, as amended by the Serious Organised Crime and Police Act 2005. We will make any such report to the National Crime Agency (“NCA”) where we are suspicious that any matter or transaction we are involved in involves proceeds of criminal conduct. We are likely to be prohibited by law from informing you or anyone else that such a report has been, or is being made, but it may be the case that in such circumstances that we are not allowed to continue with the matter or transaction until the NCA gives us permission to do so.
- 25.6 We will not accept cash payments from you in cash over 1,000, regardless of whether the money is to settle our bill, or money on account, or for some other transaction. This limit applies to each matter, and not just each transaction of a matter. We will not be liable to you for any losses you suffer as a result of any refusal by us to accept cash payments over 1,000.

BY SIGNING THIS AGREEMENT, THE PARTIES AGREE TO THESE TERMS AND CONDITIONS

Signed for and on behalf of the Client

Name: _____

Signature: _____

THIS CONTRACT HAS BEEN ENTERED INTO ON THE COMMENCEMENT DATE