

# Terms and Conditions of Service

## 1. FORMATION OF CONTRACT

**Legal Consultancy Services (UK) Limited** will conduct business solely upon the following terms and conditions, which:

- (i) can be varied only in writing by the Managing Director; and
- (ii) override and exclude any terms stipulated or referred to by the customer in any communication or prior course of dealing with **Legal Consultancy Services (UK) Limited**; and
- (iii) supersede any prior representation, whether oral or written, made to the customer by any employee or agent of **Legal Consultancy Services (UK) Limited**.

## 2. SERVICES

**Legal Consultancy Services (UK) Limited** agrees to provide inter alia Agency, General and other Services as agreed.

## 3. PRICE OF SERVICES

The price of the service provided to the customer by **Legal Consultancy Services (UK) Limited** shall be based upon **Legal Consultancy Services (UK) Limited's** current price list or if appropriate and agreed, on a service-by-service basis.

## 4. PAYMENT

**Legal Consultancy Services (UK) Limited** shall invoice the customer for the current price of the service forthwith upon completion of the service or at agreed stages. Subject to credit being allowed to the customer by **Legal Consultancy Services (UK) Limited**, the invoice shall be payable on or before the 30th day after the invoice date.

- (i) VAT is payable on Services provided at the current rate.
- (ii) **Legal Consultancy Services (UK) Limited's** VAT number is:  
875-5831-80

## 5. DEFAULT IN PAYMENT

- (i) We understand and will exercise our statutory right to interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed credit terms.
- (ii) In default of due payment of its invoice, **Legal Consultancy Services (UK) Limited** may in its absolute discretion and irrespective of any other rights maintain an action against the customer for the invoice sum upon which interest and compensation for debt recovery shall be payable.

- (iii) The customer shall indemnify **Legal Consultancy Services (UK) Limited** against any legal costs, which it may reasonably incur to recover its invoice sum.

## 6. CUSTOMERS OBLIGATIONS

- (i) The customer hereby warrants that in relation to information provided by **Legal Consultancy Services (UK) Limited**, the customer will not place reliance upon such information in conducting its business and will not hold **Legal Consultancy Services (UK) Limited** responsible for any loss or damage unstained as a result thereof.
- (ii) The customer agrees to indemnify and hold harmless **Legal Consultancy Services (UK) Limited** against all claims, proceedings, costs, losses and damage which **Legal Consultancy Services (UK) Limited** may sustain or incur in connection with the service supplied to the customer unless those claims result from wilful misconduct of **Legal Consultancy Services (UK) Limited**.

## 7. LIABILITY

- (i) **Legal Consultancy Services (UK) Limited** shall not be liable for the loss and/or damages sustained by the customer by reason of any cause whatsoever.
- (ii) **Legal Consultancy Services (UK) Limited** shall not be liable for loss and/or damage sustained by the customer and resulting from any inability on the part of **Legal Consultancy Services (UK) Limited** to perform its obligations by reason of war, riot, explosion, fire, flood, strike, lock-out, Acts or Regulations of Government, shortage of materials or labour, failure of plant or equipment or any event which **Legal Consultancy Services (UK) Limited** is unable to avoid.
- (iii) **Legal Consultancy Services (UK) Limited** shall not be liable for loss and/or damage sustained by the customer resulting from any acts, errors or omissions by **Legal Consultancy Services (UK) Limited** or its employees and/or agents.
- (iv) **Legal Consultancy Services (UK) Limited** shall not be liable for loss and/or damage sustained by the customer resulting from any reliance placed upon information provided to the customer by **Legal Consultancy Services (UK) Limited**.

## 8. CONSEQUENTIAL LOSS

**Legal Consultancy Services (UK) Limited** shall not be liable to the customer for any consequential loss or damage irrespective of its cause.

## 9. SET-OFF

The customer may not withhold payment of any invoice or other amount due to **Legal Consultancy Services (UK) Limited** by reason of any right of set-off or counterclaim which the customer may have or allege to have for any reason whatsoever.

#### **10. MISCELLANEOUS**

- (i) Each of these terms and conditions is to be considered separately and shall survive and apply even if one or more of the other terms and conditions are held to be unreasonable or otherwise inapplicable.
- (ii) Headings contained herein are for reference purposes only and shall not be deemed to be an indication of the meaning of the clauses to which they relate.
- (iii) The customer's obligations and/or benefits hereunder shall not be assigned to a third party without **Legal Consultancy Services (UK) Limited**' prior written consent.
- (iv) The customer agrees to provide 48 hours notice of cancellation of any booked time or services and to accept billing for services booked should such notice not be given.

#### **11. PROPER LAW**

These terms and conditions herein shall be governed by the law of England and Wales and any dispute arising out of or in connection with the same shall be determined by the English Courts.

Legal Consultancy Services (UK) Limited  
The Deighton Centre  
Deighton Road  
Huddersfield  
HD2 1JP  
0845 260 3883