

Terms of business



Basis of our engagement

1. We are Professional Law Services Limited, registered in England & Wales with company number 09723937. Our registered office and our business address are at Unit 22 Bude Business Centre, Kings Hill Industrial Estate, Bude, Cornwall EX23 8QN.
2. These terms (as amended from time to time) will apply to all work we may carry out for you. Your continued instructions to us will be deemed to be an acceptance of these terms.
3. Attention is drawn to our Client Data Protection Policy, published on our website. This does not form part of the contract but should be read alongside it. We may update this policy from time to time.
4. No contract for services will arise unless and until you specifically confirm, either orally or in writing, that you wish us to make a start.

Fees and payment

5. Our fee will be either the price agreed at the outset or the amount calculated on the basis of time spent (in units of one tenth of an hour) at an hourly rate agreed at the outset. We reserve the right to increase the hourly rates from time to time on giving you one month's written notice.
6. We will invoice our fees, plus any other disbursements, costs and charges incurred in connection with your matter either at the conclusion of the matter or (in the case of a protracted or ongoing matter) at the end of each calendar month.
7. We may ask you to pay us some money up front, and from time to time during a long matter, on account of our charges and / or disbursements to be incurred. We will hold that money in our Client Account and will use it to set against subsequent fee invoices.
8. Subject to that, our terms of payment are 14 days from date of invoice unless extended credit terms are agreed. We reserve the right to apply an interest charge if an invoice is unpaid after the due date: the applicable rate will be 4% above Barclays Bank plc's base rate for the appropriate period until payment, calculated on a daily basis. Invoices must be paid in full without set-off or deduction for any reason unless otherwise agreed.
9. We will be entitled to retain possession of any documents and property (including funds) held in connection with any matter conducted for you until full payment of outstanding invoices on all matters has been made (a "lien").

Intellectual property

10. If we create any intellectual property in the course of the work we do for you, then unless otherwise agreed we shall retain ownership of it and on full payment of our charges you will be entitled to a perpetual, worldwide, royalty-free licence to use and/or modify it thereafter.

Termination of engagement

11. You may terminate your instructions to us at any time on giving us 7 days' notice in writing. You need not give a reason.

12. We may terminate the contract if
- a. you fail to pay an invoice that has fallen due; or
 - b. you fail to give us promptly any information, documentation or instructions that we may require in order to progress your matter; or
 - c. continuing to act would involve us in breach of any requirements of either the law or any competent regulatory or enforcement authority; or
 - d. you ask us to do something, or refrain from doing something, in breach of our legal, professional or regulatory obligations or our ethical standards.

We will endeavour to give 14 days' notice of termination but reserve the right to terminate on less notice (including immediate notice) if in our opinion the circumstances warrant that.

13. Termination of the contract by either of us will not affect the operation of other terms and conditions.

Limitation of liability

14. The following provisions apply to limit our liability to you -
- a. Nothing in this clause shall limit or exclude our liability for:
 - i. death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;
 - ii. fraud or fraudulent misrepresentation; or
 - iii. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
 - b. Subject to clause 13a, we shall not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the contract for:
 - i. loss of profits;
 - ii. loss of sales or business;
 - iii. loss of agreements or contracts;
 - iv. loss of anticipated savings;
 - v. loss of use or corruption of software, data or information;
 - vi. loss of damage to goodwill; and
 - vii. any indirect or consequential loss.
 - c. Subject to clause 13a, our total liability to the you, whether in contract, tort, breach of statutory duty, or otherwise, arising out of or in connection with our services shall be limited to the amount of such professional indemnity insurance as shall from time to time be in place, details of which are available on application to us.

Applicable law and jurisdiction

15. The contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with, the laws of England. The courts of England shall have exclusive jurisdiction to determine such disputes.