



Terms and Conditions

The Contract Lawyer - Terms and Conditions

By using our Website or Service you agree to these terms:

Between:

1. thecontractlawyer.co.uk limited incorporated and registered in England and Wales with company number 12440228, whose registered office is at International House, 61 Mosely Street, Manchester, M2 3HZ, trading as The Contract Lawyer (“The Contract Lawyer”)(“We”)(“Us”); and
2. You (“Client”)(“User”)(“You”).

Background:

The Contract Lawyer is a provider of non-regulated legal Services, including, but not limited to, commercial contract drafting Services. We are an alternative legal Service provider that is **not** authorised or regulated by the Solicitors Regulation Authority, nor are we authorised and regulated by the Bar Standards Board.

By using our Website or Service you confirm that you accept these terms and agree to comply with them. If you do not agree to these terms, then you must not use our Website or Service. We recommend that you save a copy of these terms for future reference.

IT IS AGREED:

1. INTERPRETATION

1.1. Definitions

“Business Day” means 9:00am to 5:00pm Monday to Friday excluding public holidays in England and Wales.

“Confidential Information” means any information of a confidential nature as described in clause 9.2.

“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.

“Deliverables” means all documents, products, and materials developed by The Contract Lawyer or its agents, subcontractors, consultants, or employees in relation to the Services provided in any form.

“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.

“Expert Barristers” means a member of our Team who has been called to the Bar of England and Wales (or Scotland, or Northern Ireland if you reside in one of these countries) and who

has a minimum 5 years PQE – whether or not any or all of that experience has been practising as a solicitor.

“In-put material” means all Documents, information, and materials provided by the Client relating to the Services.

“Intellectual Property Rights” or **“IPR”** means patents, utility models, rights to inventions, copyright, and 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 unfair competition, rights in designs, database rights, common coding libraries, rights to use, and 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.

“Paralegal” means any member of our legal and administrative support Team who may or may not hold formal legal qualifications.

“Pre-existing Materials” means all Documents, information, and materials provided by The Contract Lawyer or its agents, subcontractors, consultants, or employees relating to the Services which existed prior to the commencement of this agreement.

“Quote” means the Quote we provide detailing the exact Services to be provided, the fee to be paid, any other payment terms, and additional obligations.

“Senior Contract Writer” or **“Senior Contract Drafter”** means any member within our Team who holds at least a bachelor of honours degree in law (LLB) or equivalent. The majority of our Senior Contract Writers hold at least a master’s degree in law (LLM) and minimum 5 years’ experience in the legal industry.

“Senior Solicitor” means a Solicitor on our Team with a minimum 5 years PQE. This may be a “non-practising” or “retired solicitor” and we will endeavour to tell you if this is the case.

“Services” means the Services to be provided by The Contract Lawyer under this agreement, as listed on our Website or provided in our Quote.

“Subsidiary” has the meaning given in clause 1.5.

“The Contract Lawyer’s Equipment” means any equipment, including tools, systems, or facilities provided by The Contract Lawyer or its subcontractors 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.

“The Contract Lawyer’s Team” or **“Team”** means all directors, managers, employees, consultants, agents, and subcontractors engaged in relation to the Services.

“VAT” means value added tax chargeable under the Value Added Tax Act 1994.

“Website” or **“Site”** means our Website <https://www.thecontractlawyer.co.uk> and <https://thecontractlawyer.com>. When referring to content or information, our social media accounts may also constitute an extension of this at our absolute discretion.

- 11 Quotes, clauses, and paragraph headings shall not affect the interpretation of this agreement.
- 12 A person includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).
- 13 Quotes form 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 any Quotes provided by the Contract Lawyer.
- 14 A reference to a company shall include any company, corporation, or other body corporate, wherever and however incorporated or established.
- 15 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 (or its nominee) by way of security or in connection with the taking of security, or (b) its nominee.
- 16 Unless the context otherwise requires, words in the singular shall include the plural, and in the plural shall include the singular.
- 17 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 18 A reference to any party shall include that party's personal representatives, successors, and permitted assigns.
- 19 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 110 A reference to writing or written includes fax and e-mail.
- 111 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 112 References to clauses are to the clauses of this agreement.
- 113 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.

2. COMMENCEMENT, DURATION, AND WEBSITE SERVICE

- 21 The Contract Lawyer shall provide the Services to the Client on the terms and conditions of this agreement.
- 22 There are additional terms which also apply to the use of our Website:
 - 2.2.1 Our cookies policy [\[LINK TO COOKIES POLICY\]](#);
 - 2.2.2 Our privacy policy: [\[LINK TO PRIVACY POLICY\]](#);
- 23 We may amend these terms from time to time. Every time you wish to use our Website or Service we recommend that you read these terms to ensure you understand the terms that apply at that time.
- 24 We may make changes to our Website from time to time to reflect the changes to our product, our user's requirements, and our business priorities.

- 25 Our Website is made available free of charge. We do not guarantee that our Website or any content on it will always be available or be uninterrupted. We may suspend, withdraw, or restrict the availability of all or part of our Site for business and operational reasons. We will try to give reasonable notice of any suspension or withdrawal.

3. THE CONTRACT LAWYER'S RESPONSIBILITIES

- 31 The Contract Lawyer shall provide the Services and deliver any Deliverables to the Client as described on our Website or as set out in our Quote.
- 32 The Contract Lawyer shall meet any deadlines as to performance dates as specified in our Quote.
 - 3.2.1 Time shall not be of the essence in relation to this agreement unless otherwise expressly stated.
- 33 The Contract Lawyer shall:
 - 3.3.1 Co-operate with the Client in all matters relating to the Services;
 - 3.3.2 Provide all equipment, tools, or other items required to provide the Services;
 - 3.3.3 Comply with all applicable laws and regulations relating to the provision of the Services;
 - 3.3.4 Ensure that The Contract Lawyer's Team use reasonable skill and care in the performance of the Services.

4. CLIENTS OBLIGATIONS

The Client Shall:

- 41 Co-operate with The Contract Lawyer in all matters relating to the Services, and to appoint as it thinks 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.
- 42 Provide such information as The Contract Lawyer may reasonably request and the Client considers reasonably necessary, in order to carry out the Services in a timely manner and ensure that it is accurate in all material respects.
- 43 You must keep your account details safe:
 - 4.3.1 If you choose, or are provided with a user identification code, password, or any other piece of information as part of our Website security procedures, you must treat such information as confidential. You must not disclose it to any third party.
 - 4.3.2 We have the right to disable any user account, identification code, or password at any time, and for any reason if we believe that you have failed to comply with any provisions of these terms of use, or any other terms and policies that apply to our Website or Service as updated and amended from time to time.
- 44 Uploading content on our Website:
 - 4.4.1 Whenever you make use of a feature that allows you to upload content to our Site, or to make contact with other users of our Website, you must comply with the content standards set out in this and all other policies on our Website.

- 4.4.2 You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.
 - 4.4.3 Any content you upload to our Website will be considered non-confidential and non-proprietary. You retain all of your ownership rights in content, but you are required to grant us a limited licence to use, store, and copy that content, and to distribute and make it available to third parties. We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded on our Website by you constitutes a violation of their intellectual property rights or of their right to privacy.
 - 4.4.4 We have the right to remove any posting you make on our Website if, in our opinion, your post does not comply with any of our content standards. You are solely responsible for securing and backing up your content.
 - 4.4.5 When you upload or post content on our Website, you grant us the rights to use that content.
 - 4.4.6 The Contract Lawyer's social media accounts shall be an extension of our Website for the purposes of this clause 4.
- 45 The Client acknowledges and agrees that:
- 4.5.1 We will only use your personal information as set out in our Privacy Policy [\[LINK TO PRIVACY POLICY\]](#).
 - 4.5.2 You may link to our Website home page, provided you do so in a way that is fair and legal, and does not damage our reputation or take advantage of it.
 - 4.5.2.1 You must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists.
 - 4.5.2.2 You must not establish a link to our Website in any website that is not owned by you.
 - 4.5.2.3 Our Website must not be framed on any other website, nor may you create a link to any part of our Website other than our home page, unless specifically agreed in advance and in writing by The Contract Lawyer.
 - 4.5.2.4 We reserve the right to withdraw linking permission at any time without notice.
 - 4.5.2.5 If you wish to link to or make any use of content on our Website other than that set out above, please contact us by emailing hello@thecontractlawyer.co.uk.

5. CHANGE CONTROL

- 5.1 If either party wishes to change the scope or execution of the Services, it shall submit details of the requested change to the other in writing.
 - 5.1.1 If either party has made requests to make a change to the scope or execution of the Services, The Contract Lawyer shall, within a reasonable time, provide a written estimate to the Client of:
 - 5.1.2 The likely time required to implement the change;

- 5.13 Any necessary variations to The Contract Lawyer's charges arising from the change; and
- 5.14 Any other impact of the change on this agreement.
- 52 Unless both parties consent to a proposed change, there shall be no change to this agreement.
- 53 If both parties consent to a proposed change, the change shall be made, only after the agreement of the necessary variations to The Contract Lawyer's charges, the Services, and any other relevant terms of this agreement has been varied in accordance with clause 15.
- 54 If The Contract Lawyer requests a change to the scope or execution of the Services, in order to comply with any applicable statutory requirements, and such changes do not materially affect the nature, scope of, or charges for the Services, the Client shall not unreasonably withhold or delay consent to it. Unless The Contract Lawyer's request was attributable to the Client's non-compliance with the Client's obligations, neither The Contract Lawyer'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 The Contract Lawyer, the Client shall pay the charges as listed on our Website in advance of receiving the Services.
- 6.2 If the Services provided are not listed at a set price on our Website and a Quote is provided to you, then our payment terms will vary:
 - 6.2.1 We may require payment upfront, in advance of receiving the Services.
 - 6.2.2 We may require a part-payment upfront ("Deposit") with the remainder to be paid upon completion of the Services.
 - 6.2.3 We may complete all of the work, with payment to be made upon completion of our Services.
- 6.3 We will require upfront payment, or payment of a Deposit at our absolute discretion.
- 6.4 The charges shall be paid in Great British Pound, unless otherwise specified on our Website or agreed in writing by The Contract Lawyer.
- 6.5 The charges and payments by the Client are inclusive of VAT.
- 6.6 Where we provide the Services in advance of payment, we shall submit our invoice either upon completion of the work, or upon completion of the first draft, at our absolute discretion.
- 6.7 The Client shall pay each invoice which is properly due and submitted to it by The Contract Lawyer, immediately upon receipt, and in any case no later than 7 days of receipt, to a bank account nominated in writing by The Contract Lawyer or to our PayPal account.
- 6.8 If the Client fails to make any payment due to The Contract Lawyer under this agreement by the due date for payment, then 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 on a daily basis 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 Without prejudicing The Contract Lawyer's rights under clause 6.8, if the Client fails to make payment within 7 days of receipt of invoice, and after 14 days of being asked to make such a payment by The Contract Lawyer in writing, and still fails to do so, then The Contract Lawyer shall be entitled to charge the following administration fees, in addition to interest:

6.8.1.1 £1-£500 overdue unpaid by the Client = £50 admin fee.

6.8.1.2 £501- £1000 overdue unpaid by the Client = £100 admin fee.

6.8.1.3 £1001 - £3000 = £200 admin fee.

6.8.1.4 Over £3000 = 10% the total cost of invoice.

6.9 In relation to payments disputed in good faith, interest under clause 6.4 is payable only after the dispute is resolved, on sums found or agreed to be due, from the due date until payment.

6.9.1 For the purposes of this clause 'a payment disputed in good faith' must be sent in writing to us within 7 days.

6.10 The Contract Lawyer reserves the right to change our prices (including, but not limited to the prices listed on our Website, and our hourly rate) at any time.

6.11 The Contract Lawyer shall be entitled to receive payment of expenses from the Client, provided that the Client is notified of any such expenses in writing, in advance.

6.12 For on-site work that we may do at your premises, for example (but not limited to) our B2B paralegal Services, we shall be entitled to charge you for any time spent travelling to or from your premises or location (at the hourly rate agreed in your Quote) and for any costs of travelling to and from your premises or location, including (but not limited to) the cost of fuel, public transport, flights, or other transportation costs that have been incurred. The Contract Lawyer will endeavour to provide you with an estimate of these travel costs in advance of the date of work.

6.13 If we travel to your premises and the planned meeting or work does not go ahead, The Contract Lawyer shall still be entitled to charge for the full amount and duration as set out in your Quote, unless otherwise agreed in writing by The Contract Lawyer.

6.14 If we travel to your premises and cannot start the work at the agreed time, for reasons that are the fault of the Client (for example, but not limited to the Client running late) then The Contract Lawyer shall be entitled to charge the Client for all of the time waited.

7. QUALITY OF SERVICES

7.1 The Contract Lawyer warrants to the Client that:

7.1.1 The Contract Lawyer 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 The Contract Lawyer, including any relevant proposal or description found in an appended Schedule or Quote provided.

- 7.1.3 The Services will be provided in accordance with all applicable legislation from time to time in force, and The Contract Lawyer will inform the Client as soon as it becomes aware of any changes in that legislation.
- 7.2 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 and any other statute.
- 7.3 The provision of this clause 7 shall survive any performance, acceptance, or payment pursuant to this agreement, and shall extend to any substituted or remedial services provided by The Contract Lawyer.
- 7.4 In respect of contract drafting and other writing Services:
- 7.4.1 We provide the Client with a Document based solely on the instructions of our Client, based upon commercially standard terms or documents.
- 7.4.2 The use of the word "bespoke" on our Website or marketing materials means that the work will be tailored to your specific requirements. It does not mean that the Documents that you receive will be completely original, and we cannot guarantee that any work produced will be completely different from other work we have produced for other clients. We work off commercially standard industry guidelines, as well as our own library of commercial contracts and document precedents. Any Deliverables provided or produced may therefore contain boilerplate text (where applicable) to ensure these conform with industry standards.
- 7.4.3 We will provide unlimited revisions for any Documents we create as part of our Service, provided that you bring any such required amendments to our attention within 14 days of the drafts being sent to you. If we do not hear back from you within 14 days of sending the drafts to you, we shall take this as deemed acceptance of the work. The Contract Lawyer reserves the right to refuse to make any further amendments after this 14 day period. The Contract Lawyer reserves the right to charge a fee for any further work that is required after this 14 day period.
- 7.4.4 Nothing in our Service is intended to be construed as advice which is to be relied upon. Any information provided by our Paralegals, or Senior Contract Writers is intended as general information **ONLY**.
- 7.4.5 Any advice or information provided to our Client by our Senior Solicitors or Expert Barristers, is the sole advice or information of that Senior Solicitor or Expert Barrister and is not information or advice of The Contract Lawyer.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 The Contract Lawyer shall own all Intellectual Property Rights in existence as at the date of this agreement 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 Any commercial contracts or any other Document or Deliverable provided to the Client is granted to the Client on a non-exclusive license.

- 83 You may print off one copy and may download extracts of any page(s) from our Website for your own personal use, and you may draw the attention of others within your organisation to content posted on our Site.
- 84 You must not modify paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video, audio sequences, or any other graphics separately from any accompanying text.
- 85 Our status (and that of identified contributors) as the authors of content on our Site must always be acknowledged.
- 86 You must not use any part of the content on our Site for commercial purposes without obtaining a licence to do so from us or our licensors.
- 87 If you print off, copy, or download any part of our Site in breach of these terms of use, your right to use the Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
- 88 In relation to any claim (including threats) or dispute brought to the Client's attention, the Client shall:
 - 8.8.1 Upon becoming aware, notify The Contract Lawyer of such a claim (including threats) or dispute;
 - 8.8.2 Allow The Contract Lawyer to conduct all negotiations and proceedings to settle the IPR's claim;
 - 8.8.3 Provide The Contract Lawyer with reasonable assistance regarding the IPR's claim;
 - 8.8.4 Not, without prior consultation with The Contract Lawyer, make any admission in relation to the IPR's claim or attempt to settle it, provided that The Contract Lawyer 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

- 91 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 The Contract Lawyer), 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.
- 92 Both parties may disclose Confidential Information:
 - 9.2.1 To its employees, agents, consultants, or subcontractors (and in the case of The Contract Lawyer, The Contract Lawyer's Team) as need to know such information 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; and

- 9.2.2 As may be required by law, a court of competent jurisdiction, or any governmental or regulatory authority.
- 93 Neither party shall use the other party's Confidential Information for any purpose other than to perform its obligations under this agreement.
- 94 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.

10. LIMITATION OF LIABILITY

- 10.1 The Contract Lawyer's total liability under, or in connection with this agreement shall be limited to £100,000. This limit shall apply howsoever that liability arises, including, without limitation, a liability arising by breach of contract, arising by tort (including, without limitation, the tort of negligence) or arising by breach of statutory duty.
- 10.2 Nothing within this clause shall exclude or limit liability for:
- 10.2.1 Death or personal injury caused by negligence; or
 - 10.2.2 Fraud or fraudulent misrepresentation.
- 10.3 The Contract Lawyer will not be liable to the Client, whether in contract, tort, or restitution, or breach of statutory duty, or otherwise, for any:
- 10.3.1 Loss of profit; or
 - 10.3.2 Loss of goodwill; or
 - 10.3.3 Loss of business; or
 - 10.3.4 Loss of business opportunity; or
 - 10.3.5 Loss of anticipated saving; or
 - 10.3.6 Loss of corruption of data or information; or
 - 10.3.7 Use of, or inability to use, our Website; or
 - 10.3.8 Use of, or reliance on any content displayed on our Website; or
 - 10.3.9 Special, indirect, or consequential damage or loss suffered by the Client, arising under or in connection with this agreement.
- 10.4 The Contract Lawyer shall bear no responsibility under this agreement for information which is taken as "advice" on which you should rely. The Contract Lawyer does not provide advice which should be relied upon. Any information provided by our directors, Paralegals, or Senior Contract Writers is to be construed as general information only and you must seek legal advice before taking any action, or by refraining to take any action, on the basis of information on our Website, or that is provided by us, our employees, agents, or sub-contractors.
- 10.5 Information provided is for your own private use and does not constitute legal advice from a qualified lawyer. Engagements with our consultant Senior Solicitors and Expert

Barristers may constitute this agreement, but only based on the terms and conditions of any client care letter presented to you by that lawyer, independent of the agreement you have with The Contract Lawyer.

- 10.6 As The Contract Lawyer is not a regulated law firm, please note that any communications between you and The Contract Lawyer may not be protected as privileged communications under legal professional privilege.
- 10.7 Your use of the Website does not create a lawyer-client relationship between you and The Contract Lawyer, or between you and any employee, agent, or subcontractor of The Contract Lawyer. You are responsible for representing yourself in any legal matter you undertake through our Website, unless you are otherwise represented by a Senior Solicitor or Expert Barrister, on the terms and conditions of their client care letter, which shall be independent of the agreement you have with The Contract Lawyer under the terms of this agreement.
- 10.8 By using our Service you agree that any claim arising out of advice or information provided by one of our Senior Solicitors or Expert Barristers shall be directed to that Senior Solicitor or Expert Barrister (whether they are an individual, law firm, or other legal entity).
- 10.9 Although we make reasonable efforts to update the information on our Website, we make no representations, warranties, or guarantees, whether express or implied, that the content on our Website, or information provided by us, our agents, or subcontractors is accurate, complete, or up to date.
- 10.10 Where our Site contains a link to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites, or information or services you may obtain from them. We have no control over these sites or resources, or the contents of them.
- 10.11 User generated content is not approved by us. The Website may include information and materials uploaded by other users of the Site, including to bulletin boards and chat rooms. This information and these materials have not been verified by or approved by us. The views expressed by other users on our Site do not represent our views or values. If you wish to complain about information and materials uploaded on our Website by other users, please contact us on 0161 820 8272 or by emailing hello@thecontractlawyer.co.uk.
- 10.12 We are not responsible for viruses and you must not introduce them.
 - 10.12.1 We do not guarantee that our Site will be secure, or free from bugs or viruses.
 - 10.12.2 You are responsible for configuring your information technology, computer programmes, and platform to access our Site. You should use your own virus protection software.
 - 10.12.3 You must not misuse our Site by knowingly introducing viruses, trojans, worms, logic bombs, or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Website, the server on which our Website is stored, and any server, computer, or database connected to our Site, the server on which our Site is stored, or any server, computer, or database

connected to our Website. You must not attack our Website via denial of service attack or a distributed denial of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and will co-operate with those authorities by disclosing your identity to them immediately.

11. TERMINATION

11.1 The Contract Lawyer 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 the opinion that its conduct is inconsistent with it 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 If we lack the expertise to assist with your given project.

11.1.6.1 In the circumstances described in clause 11.1.6.1 the Client shall still be obligated to pay any fees, expenses, and disbursements incurred in the provision of the Services up until the time that we terminate this agreement.

11.1.7 If the nature or scope of work changes drastically after the point of instruction and agreeing a price, and the Client is unwilling to accept The Contract Lawyer's amended fee or payment terms.

11.1.8 For any other reason at our absolute discretion.

12. CONSEQUENCES OF TERMINATION

12.1 On termination of this agreement for any reason, The Contract Lawyer shall immediately deliver to the Client:

12.1.1 A refund of any sums paid in advance for the Services which have not been received by the Client as a result of the termination of the agreement.

12.2 On termination of this agreement for any reason, the Client shall immediately pay to The Contract Lawyer all sums due and owing to it in connection with this agreement until the date of termination.

- 123 Both parties shall return, destroy, or otherwise deal with any Confidential Information as the disclosing party shall wish for it to be dealt with.
- 124 On termination or expiry of this agreement, the following clauses shall continue in force: clause 6, clause 8, clause 9, clause 10, clause 11, clause 12, clause 17, clause 18, clause 19, clause 20, and clause 22.
- 125 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 as set out on our Site, in accordance with your Quote, or The Contract Lawyer fails to comply with any terms of this agreement, the Client shall be entitled (without prejudice to any other right or remedy) to exercise the following remedy:
- 13.1.1 To require The Contract Lawyer to carry out such additional work as is necessary to correct The Contract Lawyer's failure.
- 13.1.2 To require The Contract Lawyer to provide a refund at The Contract Lawyer's absolute discretion.

14. FORCE MAJEURE

- 14.1 A force majeure event is any circumstance not within a party's reasonable control, including, without limitation: acts of god, flood, drought, earthquake, tsunami, or other natural disaster, epidemic, pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of, or preparation for war, or imposition of sanctions, armed conflict, nuclear, chemical, or biological contamination, or sonic boom, collapse of buildings, fire, explosion, or accident, or 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 all reasonable endeavours 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 any Quotes and appended schedules provided by The Contract Lawyer, 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.

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 by hand by pre-paid first-class post or other next working day delivery service at its registered office; or

21.1.2 Sent by email to hello@thecontractlawyer.co.uk.

22. GOVERNING LAW

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 and Wales.

By using our Website or Services, you agree to these terms.