

General Terms and Conditions

1. Engagement and Scope

- 1.1. The Client engages the Provider to provide the Services in accordance with the Contract (comprising the Contract Details and these General Terms and Conditions).
- 1.2. The Services include the services selected in the Contract Details.
- 1.3. The Services do not include any service not selected in the Contract Details, in particular but not limited to regulated bookkeeping, accounting, system customisation or consulting services (such as but not limited to Leap Certified Consultant services).

2. Duration

- 2.1. The Contract shall start on the Start Date.
- 2.2. Unless otherwise renewed in accordance with the Renewal Terms or terminated in accordance with clause 7, the Contract shall terminate on the End Date.

3. Services

- 3.1. The Provider shall provide the Services during the Service Hours in accordance with the Client's instructions.
- 3.2. The Provider may engage agents, consultants and subcontractors (the **Consultants**) to provide the Services to the Client.
- 3.3. The Provider shall ensure that the Consultants are (i) insured for the Services they will provide, (ii) DBS checked and (iii) able to deliver the Services in accordance with the Contract.
- 3.4. Whenever the Client needs the Services, the Client shall contact the Provider to order these needed Services. Unless otherwise agreed between the Client and the Provider on a case-by-case basis, (i) the Provider shall provide the Services as soon as reasonably practicable and (ii) a request for Services cannot be cancelled or amended.
- 3.5. The Client shall timely provide the Services Provider with any document or information the Service Provider reasonably requests in connection with the supply of the Services.

4. Fees

- 4.1. In consideration of the supply of the Services, the Client shall pay the Provider the Fees.
- 4.2. If the Fees relate to a package, (i) the number of hours included in the package are only valid for a month and cannot be rolled over to the subsequent month and (ii) any additional time over the number of hours included in the package will be billed at end of the month together with the Fees for the subsequent month.
- 4.3. The Provider reserves the right to change the Fees at any time provided that the Provider gives 30 days' notice to the Client.
- 4.4. The Provider shall keep track of any time spent on the supply of the Services.

5. Expenses

- 5.1. In addition to the Fees, the Client shall reimburse the Provider for any additional costs incurred by the Provider in connection with the supply of the Services, provided that any such costs have been pre-approved by the Client.

6. Invoicing and Payment Terms

- 6.1. Subject to clause 8.3, the Provider will invoice the Client in accordance with the Invoicing Terms.
- 6.2. The Fees and any reimbursable expenses shall be paid in accordance with the Payment Terms.
- 6.3. If the Payment Terms include direct debit, the Client shall (i) have at all times in place an authorisation for direct debit mandate for the Service Provider to collect payments directly from the Client's bank account via direct debit and (ii) provide the Provider with the necessary bank details to set up the direct debit mandate.

6.4. If the Client cancels the direct debit mandate, the Provider may immediately cease to provide the Services and the Provider shall pay any outstanding Fees or reimbursable expenses via bank transfer with clear funds within 5 days of being notified to do so by the Provider.

6.5. If the Client does not pay the Fees and any reimbursable expenses by their due date, the Client shall pay (i) a late fee of £25.00 per invoice, (ii) interest on late payment at the rate of +4% above Bank of England base rate per year calculated on a compounding basis from when the overdue sum became due, until it is paid and (iii) any costs incurred by the Provider for recovery of debt.

7. Client Wallet

7.1. If the Services are provided via subscription packages paid via direct debit, the Fees taken upfront at the beginning of a month will be kept in a bank account (the **Client Wallet**) and treated as credit (the **Client Credit**) for service fees to be deducted.

7.2. Monthly payments taken can be amended at any time with 30 days' written notice from either party.

7.3. Any invoices issued by the Service Provider will be paid using the Client Wallet automatically.

7.4. If the Client Credit terminates and the Client requests further Services, the Service Provider can request further deposits to the Client Wallet by direct debit.

7.5. Subject to clause 6.4, the Client may request refunds from the Client Wallet by giving written notice to the Provider. Before paying any such refund to the Client, the Provider may (i) invoice the Client for any Services provided before such request for refund and (ii) deduct payment of any outstanding Fees or reimbursable expenses from the Client Wallet.

7.6. Refund to client of the wallet balance can be requested at any time by the client. All balances unbilled and billed must be paid in full before the funds are sent back to the client.

8. Termination

8.1. Either party may terminate the Contract by giving written notice to the other party within the Notice Period.

8.2. Either party may terminate the Contract with immediate effect if the other party breaches a provision of the Contract and fails to cure the breach within 10 days of being notified to do so by the non-defaulting party.

8.3. Upon termination of the Contract, the Provider will invoice the Client for any Fees and reimbursable expenses in respect of Services provided up to the termination and the Client shall pay this invoice within .

9. Liability

9.1. **Compliance Responsibility:** The Client acknowledges that all responsibility for compliance with any governing bodies' rules and regulations, including but not limited to the Solicitors Regulation Authority (SRA), HM Revenue and Customs (HMRC), Chartered Institute of Legal Executives (CILEX), and the Law Society, rests entirely with the Client.

9.2. **Corrections and Errors:** The Service Provider will always strive for accuracy and professionalism when providing the Services. Nevertheless, due to the nature of the Services, the Service Provider cannot guarantee that the Services will be error-free or mistake-free. Whenever the Service Provider becomes aware of an error or mistake (whether pro-actively or after being informed by the Client), the Service Provider will correct any such error or mistake as soon as possible.

9.3. **Limitation of liability – Excluded Liabilities:** To the fullest extent permitted by law, the Service Provider shall not be liable to the Client for (i) any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, revenue, data, or use, whether in an action in contract, tort (including negligence), restitution or otherwise, even if the Service Provider has been advised of the possibility of such damages and losses, (ii) any damages or losses arising out of or in connection with an act or omission by the Client or any third party and (iii) any failure or delay in the performance of the Services that arise due to or in connection with circumstances beyond Service Provider's reasonable control, including but not limited to acts of God, war, terrorism, natural disasters, or any other force majeure events.

9.4. **Limitation of Liability – Liability Cap:** Subject to clauses 9.1, 9.2 and 9.3, the Provider's total liability to the Client in contract, tort (including negligence), restitution or otherwise shall not exceed the Fees paid by the Client to Service Provider over the 12 months prior to the date when the event that gave rise to the claim occurred.

10. Confidentiality

10.1. The Service Provider shall not disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the Client, except (i) to the Consultants who need to know such information for the purposes of providing the Services in accordance with the Contract, (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11. Miscellaneous

11.1. **Entire agreement:** The Contract constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and representations.

12. **Governing Law and Jurisdiction:** The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

Amendments to the General Terms and Conditions: The Service Provider may amend these General Terms and Conditions at any time with 30 days' notice. The latest version of this can be found at

<https://practicepower.co.uk/terms/>