

# Employment Matters

## TERMS AND CONDITIONS



### Terms of Business

The terms of business – and any engagement letter given to you at the start of the matter, state the terms on which I, Laura Bowyer, accept instructions and charge for services. If there is any conflict between these terms and the engagement letter, the engagement letter will take precedence. Laura Bowyer is an Associate Member of the Chartered Institute of Legal Executives, whose members are independently regulated by the ILEX Professional Standards.

Any reference in these terms to the "I" or "me" means Laura Bowyer.

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### RIGHT TO WITHDRAW INSTRUCTIONS

You have the right to withdraw, without charge, any new matter on which you instruct me, within seven working days of the date you first instructed me. However, this right will cease if we start work with your consent within that time.

### FEES AND EXPENSES

At the outset of a matter agree the basis on which I will charge you, and the engagement letter will set out arrangements concerning fees and expenses.

Fees are calculated mainly by the time spent on the matter. A detailed record of this time is kept. Hourly rates are revised every 1st May, and may be revised at other times. You will be informed of any changes to hourly rates.

### BILLING AND PAYMENT

NO VAT will be added to bills as currently not applicable, zero rating or an exemption applies.

Unless otherwise agreed in writing, you must pay all bills in sterling within 28 days from the date of the invoice, after this timescale, overdue accounts are subject to a charge which is capped for the year at the judgement debt rate. Right reserved to charge interest for late payment will be aligned to the judgment debt rate of 8% plus the Bank of England base rate currently 8.5% per annum, or the rate payable under the Late Payment of Commercial Debts (Interest) Act 1998.

If you have made payments on dates and in amounts different from those we agreed, and I suffer exchange-rate losses of over 5 per cent of the sums due, then I reserve the right to charge additional amounts to cover my costs.

At my discretion, may accept payment by credit card. If this is done, this will be on the basis that there is a handling fee of 2% of the value of the invoice. However, if the invoice is more than 30 days old, the handling fee will be 3.75%.

### PERSONAL LIABILITY OF DIRECTORS

Any director who has personally guaranteed a company debt will be held personally liable for repaying my invoice submitted to a company.

Prior to the winding up of the Company, if the Official Receiver or liquidator considers that a director ought to have concluded that there was no reasonable prospect of avoiding liquidation and continue to trade (wrongful trading), the directors may be ordered by the Court to accept personal liability to contribute towards the company's debts.

If, during liquidation, it appears that there was an intent to defraud creditors (fraudulent trading), the liquidator may again seek to have the directors made personally liable for company debts.

In addition, a director may also be personally liable for the company's debts if involved in the management of a company with the same or a similar name to one which had gone into liquidation whilst insolvent within the previous five years.

As well as being judged to be personally liable under insolvency law, other laws such as conspiracy for creditors to render directors personally liable.

Furthermore, a director should not overlook any binding promises/personal commitments or contractual warranties, undertakings, guarantees or the like, which have been made on a personal basis to others about the state of the business or as to the future company actions and repayment of debts by the company.

#### ALTERNATIVE METHODS OF FUNDING

You should consider whether you have an alternative way of paying my costs where you are or might be involved in a dispute.

Another body could be responsible for your costs, it is also possible that you hold a legal expenses insurance policy that covers legal costs.

This is important because if you do have such an alternative, it may affect the recovery of costs from your opponent. You should advise me if you think you may have such an alternative. If another body does pay your costs then, with your consent, we may have to tell that body about your dispute.

#### THIRD PARTIES

Please note that you are entitled to source this provision independently. However, if you chose the engagement of other professionals on your behalf (such as counsel, overseas lawyers, accountants, expert witnesses or costs draftsmen), whether in the UK or abroad, I will do so as your agent. I cannot be responsible for any act or omission of such a professional unless otherwise agreed in writing.

#### COMMISSIONS

If applicable, please see details of the Referral fees document, which can be provided upon request.

#### PAPERS HELD BY ME

When a matter has been completed and all fees paid, I will return to you, at your request, any documents you have provided in connection with that matter and any other papers to which you are entitled. I cannot promise to retain files for a specific period of time, but will generally keep them for at least six years, and reserve the right to dispose of them after that time.

I will comply if for any reason (whether during or after a case) I am compelled to disclose documents or to give information orally or in writing about a matter or your affairs, under a court order, notice or demand served by a body or person with the authority to make me do so. You must pay me the costs of such compliance at my then hourly rate. If any documents or information are subject to legal professional privilege (and thus confidential), I will let you know and tell you that you have the opportunity to waive privilege. If you decide not to waive privilege and this is challenged, you must pay the costs I incur in preserving privilege for you.

Unless you tell me otherwise, if a third party has prepared documents for you on my instructions, and you own the copyright in or have a licence to use these documents, I may store the documents on the database in any format for future reference by me.

#### LIABILITY OF ME

The instructions you give to me create a contract for our provision of services to you. I have a duty to work for you with reasonable care and skill. My advice and services are for your benefit only and may not be used or relied on by anyone else.

I have Professional Indemnity Insurance – Nexus Professional Risks Ltd territorial limit Worldwide ex USA/Canada, all notifications of claims or complaints should be made to:

Towergate Underwriting Financial Risks, 77 Leadenhall Street, London EC3A 3DE

Accordingly, any claim you wish to make can only be made against me.

You also agree that in the services provided to you, including in particular those described in any engagement letter sent to you at the start of a matter, my total liability at law to you for losses will not exceed any amount stated in the engagement letter. Also excluded is any consequential or indirect loss whether or not it might have been foreseeable at the start of the matter.

If I am acting for more than one person, the limit of liability will have to be allocated among you. If the engagement letter does not expressly set out each person's share, that allocation will be a matter entirely for you. If for whatever reason you do not agree on an allocation, then you agree not to dispute the limit of liability on the grounds that no such allocation was agreed.

My liability to you will also be limited to that proportion of the loss or damage (including interest and costs) that you have suffered and that a court has ordered against me after taking account of how far any other person responsible or liable to you for the loss or damage has contributed to it.

In assessing anyone else's contribution, I will ignore any limit imposed on their liability by any agreement made before the loss or damage occurred.

The limitations and exclusions on liability in this section will not apply to any liability for death or personal injury caused by negligence or for any other liability that cannot lawfully be excluded or limited.

#### CONFLICTS

Under legal and professional rules I may have to stop acting for you if there is a conflict between your interests and those of another client, or between our interests and your interests. I cannot be prevented or restricted by reason of our relationship with you from advising other clients, including clients whose interests might now or in the future be contrary to your own.

#### ENDING OF INSTRUCTIONS

Once instructed, I will normally continue to act for you in the matter until its conclusion. If circumstances arise where it is appropriate for you or me to end the instruction, you will be responsible for my fees and expenses up to the date your instruction ends. You will also be responsible for any fees and expenses arising from my ceasing to act for you or the transfer of the work to another adviser of your choice. I may keep all your papers and documents while there is still money owed to me for fees and expenses.

#### CONFIDENTIALITY

I keep information passed to me as confidential and will not disclose it to third parties except as authorised by you or required by law. In certain circumstances the law requires me to disclose information relating to you. If on your authority I am working with other professional advisers, I will assume that I may disclose any relevant aspect of your affairs to them. Sometimes I employ other companies to undertake routine administrative work on our files, such as photocopying. We will always seek a confidentiality agreement with any providers of such service. If you do not wish me to do this with your file, please tell me as soon as possible.

Where you provide me with fax or computer network addresses for sending material to, I will assume, unless you tell me otherwise, that your arrangements are sufficiently secure and confidential to protect your interests.

The Internet is not secure and there are risks if you send sensitive information in this manner or you ask me to do so. Data I send by email is not routinely encrypted, so please tell me if you do not want me to use email as a form of communication with you or if you require data to be encrypted.

I will use my best endeavours to protect the integrity of my computer systems by screening for viruses on email sent or received. I expect you to do the same for your computer systems.

#### PRIVACY AND DATA PROTECTION

I promise to respect the data I hold on you. I will keep your details on my database for administration and accounting purposes, so that I can make credit searches and send you relevant information on my services and on events that may interest you. Your details will be processed and kept securely in accordance with the Data Protection Act 1998. I will not disclose the data to third parties except for the purposes mentioned above. If you have any questions or concerns about my use of your data, please let me know.

#### MONEY LAUNDERING

The Proceeds of Crime Act 2002 and the Regulations made under the Act, which aim to prevent money laundering, require me to obtain proof of identity from clients for whom I act in connection with relevant financial business. Accordingly I may ask you to give me the necessary details. In certain circumstances, I must by law report to the National Crime Agency any evidence or suspicion of money laundering. The law prohibits me from notifying you that a report has been made.

#### RIGHTS OF THIRD PARTIES

For the purpose of the Contracts (Rights of Third Parties) Act 1999, I agree that no term of this agreement with you is enforceable by a third party.