

TERMS OF BUSINESS

1. Introduction

1. Nova Care Consultants Ltd (“Service Provider”) provide private social work, nursing and occupational therapy services to private clients, their family members, legal professionals and other businesses across England and Wales. We are not a statutory health or social service provider, and we charge fees for our work.
2. The Service Provider has all the reasonable skills, knowledge and experience in their respective field of expertise, and we are individually registered, regulated and insured as registered nurses, social work and occupational therapy experts.
3. These terms of business shall apply to the provision of services by the Service Provider and shall also apply where the client has not signed, but has asked us to provide them with a service, having received these terms before engaging and instructing us to act. In this event, we shall presume you have accepted and agreed to be bound by these terms.

2. Definitions and Interpretation

1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Agreement”	means the agreement entered into by us and you, incorporating these terms (or variation thereof agreed upon by both Parties). An agreement may be, but is not limited to, an email or letter of agreement confirming our instruction(s);
“Business Day”	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in England and Wales;
“Client”	means the party procuring the Services from us, who shall be identified in the Agreement;
“Commencement Date”	means the date on which the provision of the Services will commence, as defined in the Agreement;
“Confidential Information”	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with the Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
“Data Protection Legislation”	means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, GDPR (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended;

“Fees”	means any and all sums due under the Agreement from the Client to the Service Provider, as specified in the Agreement. This may or may not include VAT and will be defined within the invoice provided.
“Party”	means the Service Provider (us) and/or the Client (you)
“Service(s)”	means the service(s) to be provided by us to the Client in accordance with these terms and the Schedule of Terms;
“Service Provider”	means us/we, Nova Care Consultants Ltd;
“Term(s)”	means any term(s) of the Agreement as defined therein;
“Us”	means the Service Provider;
“We”	means the Service Provider.
“You”	means the Client.

2. Unless the context otherwise requires, each reference in these Terms and Conditions to:
 - (a) “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - (b) a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - (c) “these Terms and Conditions” is a reference to these Terms and Conditions as amended or supplemented at the relevant time;
 - (d) a Clause or paragraph is a reference to a Clause of these Terms and Conditions or to a Clause of the Agreement, as appropriate; and
 - (e) a "Party" or the "Parties" refer to the parties to the Agreement.
3. The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
4. Words imparting the singular number shall include the plural and vice versa.
5. References to any gender shall include the other gender.
6. References to a person or persons shall include corporations and other legal entities that can be bound by a contract.

3. **Provision of the Services**

1. With effect from the Commencement Date, the Service Provider shall, throughout the Term of the Agreement, provide the Services to the Client.
2. The Service Provider shall provide the Services with reasonable skill and care, commensurate with prevailing standards in the health and social care sector in the United Kingdom.

3. The Service Provider shall act in accordance with all reasonable instructions given to it by the Client provided such instructions are compatible with the specification of Services provided in the Agreement.
4. The Service Provider shall be responsible for ensuring that it complies with laws, codes of conduct and any other rules in the provision of the Services.
5. The Service Provider shall use all reasonable endeavours to accommodate any reasonable changes in the Services that may be requested by the Client, subject to the Client's acceptance of any related reasonable changes to the Fees that may be due as a result of such changes.

4. **Client's Obligations**

1. The Client shall use all reasonable endeavours to provide all pertinent information to the Service Provider that is necessary for the Service Provider's provision of the Services.
2. The Client may, from time to time, issue reasonable instructions to the Service Provider in relation to the Service Provider's provision of the Services. Any such instructions should be compatible with the specification of the Services provided in the Agreement.
3. In the event that the Service Provider requires the decision, approval, consent or any other communication from the Client in order to continue with the provision of the Services or any part thereof at any time, the Client shall provide the same in a reasonable and timely manner.
4. If any consents, licences or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, it shall be the Client's responsibility to obtain the same in advance of the provision of the Services (or the relevant part thereof).
5. If the nature of the Services requires that the Service Provider has access to the Client's home or any other location, access to which is lawfully controlled by the Client, the Client shall ensure that the Service Provider has access to the same at the times to be agreed between the Service Provider and the Client as required.
6. Any delay in the provision of the Services resulting from the Client's failure or delay in complying with any of the provisions of Clause 3 of the Agreement shall not be the responsibility or fault of the Service Provider.

5. **Fees, Payment and Records**

1. The Client shall pay the Fees to the Service Provider in accordance with the provisions of the Agreement.
2. The Service Provider shall invoice the Client for Fees due in accordance with the provisions of the Agreement.
3. If the instructing party is a law firm, local authority, Integrated Care Board or any NHS body, all payments required to be made pursuant to the Agreement by either Party shall be made within 28 days of receipt by that Party of the relevant invoice.
4. If the instructed party is not a law firm, local authority, Integrated Care Board or any

NHS body, unless agreed before instruction, we require payment in advance of the Service commencing, which will usually be 50% of the total Fees. The full fee or the remaining 50% will become payable after the Service has been provided.

5. We will make reasonable efforts to collect any overdue fees. If payment is not received by Us within 28 days, subclause 5.9 will apply. If payment is not received after 56 days, subclause 5.10 will apply.
6. An estimate of the total fees will be provided prior to the commencement of any service. This is for guidance only, and the actual fee may be higher or lower than the estimate provided. If, during the course of the service, the final fee is likely to exceed the estimate provided, the relevant parties will be informed.
7. All payments required to be made pursuant to the Agreement by either Party shall be made in pound sterling in cleared funds to such bank in the United Kingdom as the receiving Party may from time to time nominate, without any set-off, withholding or deduction except such amount (if any) of tax as that Party is required to deduct or withhold by law.
8. Where any payment pursuant to the Agreement is required to be made on a day that is not a Business Day, it may be made on the next following Business Day.
9. Any sums which remain unpaid following the expiry of the period set out in sub-Clause 5.5 of the Agreement shall incur interest on a daily basis at 8% above the base rate of The Bank of England every month until payment is made in full of any such outstanding sums. In addition, a late payment will also apply.
10. Any and all sums which remain unpaid following the expiry of the period set out in sub-clause 5.5 of the Agreement shall be subject to debt recovery action and further legal charges.
11. Each Party shall:
 - (a) keep, or procure that there are kept, such records and books of account as are necessary to enable the amount of any sums payable pursuant to the Agreement to be accurately calculated;
 - (b) at the reasonable request of the other Party, allow that Party or its agent to inspect those records and books of account and, to the extent that they relate to the calculation of those sums, to take copies of them;
12. We will agree at the outset on the fees which you will be charged. The Client may choose to engage us on an ongoing retainer at a fixed fee, or at an agreed hourly rate, together with VAT (where applicable) at the prevailing rate. See Clause 32 regarding our hourly charges. The charging basis on which the Client engages Us will be recorded in the Schedule of Terms, which we ask you to sign and return to us as confirmation of your agreement.
 1. If the Client engages us on a retainer or an hourly rate, we will record the time spent on the Client's matter in six (6) minute units. If the Client engages us at an hourly rate, the Client may cap the limit of the fees to be incurred and this must be agreed in writing.
 2. The Client agrees to allow us to apply a 10% variation of the Fees automatically, without further agreement from you.

3. Any fees that you are quoted for will be determined by the information and instructions that you provide to Us. We reserve the right to modify that quote if we were not provided with sufficient or correct information and instructions at the outset. If we need to conduct some unforeseen work, we will let you know (normally before we carry it out) and provide you with the estimated cost of carrying it out.
4. Expenses such as scanning, photocopying, telephone calls, postage fees and remote meetings are excluded, and therefore chargeable in line with Clause 32.
5. Disbursements are expenses which have been paid by us on behalf of the Client, such as court fees, OPG fees and couriers shall be claimable by Us. We will not incur those disbursements without your prior approval. We may request that you pay the disbursements in advance, or arrange for a third party to invoice you. Some disbursements will be subject to VAT, we will advise you when they are.
6. Client Expenses are costs which are incurred by us in the process of performing our services to you and are deemed to form part of our overall service.
7. We will invoice you for our Fees no later than monthly. If you engage us on a retainer, you will be invoiced monthly in arrears, or we may agree to an annual payment. All invoices are payable by return. We reserve the right to charge interest, compensation and reasonable debt recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998 in respect of invoices which are not paid by their due date. Any queries on an invoice must be raised with us by return.
8. We do not accept cash payments in excess of £500.
9. We reserve the right to review our fees at any time.
 1. Any change in our fees will be notified to you a month before they are effective.
10. We offer a limited scope of Legal Aid or other publicly funded services. If we believe you could be assisted by Legal Aid, we shall inform you that the option is available to you. We are not bound to accept this work at the Legal Aid rate.
11. If any matters remain unresolved, we will still charge for the time we spend, and the disbursements and expenses we incur on your behalf, and you will have to pay our charges and expenses.
12. We reserve the right to clear any cheques or other forms of payment you provide to us before working on any aspect of your case.
13. Until payment in full has been made, We shall be entitled to retain all books, papers, reports, documents and other materials, whether or not these are the property of the Client and whether or not they relate to the assignment in respect of which We have been instructed.

6. **Liability, Indemnity and Insurance**

1. The Service Provider shall ensure that it has in place at all times suitable and valid

insurance that shall include public liability insurance and professional indemnity insurance.

2. In the event that the Service Provider fails to perform the Services with reasonable care and skill, it shall carry out any and all necessary remedial action at no additional cost to the Client.
3. The Service Provider's total liability for any loss or damage caused as a result of its negligence or breach of the Agreement shall be limited to the sum defined therein.
4. The Service Provider shall not be liable for any loss or damage suffered by the Client that results from the Client's failure to follow any instructions given by the Service Provider.
5. Nothing in these Terms and Conditions nor the Agreement shall limit or exclude the Service Provider's liability for death or personal injury.
6. The Service Provider shall indemnify the Client against any costs, liability, damages, loss, claims or proceedings arising out of the Service Provider's breach of the Agreement.
7. The Client shall indemnify the Service Provider against any costs, liability, damages, loss, claims or proceedings arising from loss or damage to any equipment (including that belonging to any third parties appointed by the Service Provider) caused by the Client or its agents or employees.
8. Neither Party shall be liable to the other or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of that Party's obligations if the delay or failure is due to any cause beyond that Party's reasonable control.
9. Our liability to the Client is limited to direct loss or damage arising from the Agreement, but subject to a limit of the maximum sum insured under our insurance.
10. We will not be liable to you for any loss of profit or opportunity, or any consequential, additional, special or indirect loss.

7. Confidentiality

1. Each Party shall, at all times during the continuance of the Agreement:
 1. keep confidential all Confidential Information;
 2. not disclose any Confidential Information to any other party;
 3. not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of the Agreement;
 4. not make any copies of, record in any way or part with possession of any Confidential Information; and
 5. ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of the Agreement.
2. Either Party may:
 1. disclose any Confidential Information to:

1. any sub-contractor or supplier of that Party;
 2. any governmental or other authority or regulatory body; or
 3. any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;
3. to such extent only as is necessary for the purposes contemplated by the Agreement (including, but not limited to, the provision of the Services), or as required by law. In each case that Party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under sub-Clause 7.2.1.2 or any employee or officer of any such body) obtaining and submitting to the other Party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of Clause 7 of the Agreement, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and
1. use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Agreement, or at any time after that date becomes, public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information that is not public knowledge.
4. The provisions of Clause 6 of the Agreement shall continue in force in accordance with their terms, notwithstanding the termination of the Agreement for any reason.

8. **Force Majeure**

1. No Party to the Agreement shall be liable for any failure or delay in fulfilling their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, incapacity (such as sickness or ill-health) of the Service Provider, governmental action or any other event that is beyond the control of the Party in question.
2. In the event that a Party to the Agreement cannot perform their obligations hereunder as a result of force majeure for a continuous period to be defined in the Agreement, the other Party may, at its discretion, terminate the Agreement by written notice at the end of that period. In the event of such termination, the Parties shall agree upon a fair and reasonable payment for all Services provided up to the date of termination. Such payment shall take into account any prior contractual commitments entered into in reliance on the performance of the Agreement.
3. Where, for any reason, the Service Provider is unable to perform the functions or duties of this Agreement, owing to the conduct of the Client, or for any other conflicting reason, the Service Provider reserves the right to terminate any or all Agreement(s) without notice, with consideration to Clause 9.2 and 9.3. However, the Service Provider undertakes to make all reasonable efforts to comply with the Agreement as far as possible, but may resort to termination without notice where any risk or harm or damage is posed to the Service Provider.
4. Where, for any reason, the Client no longer wishes to engage with the Service Provider, they may terminate the contract with due consideration to Clause 9.2 and

9.3. The Client may, with agreement of the Service Provider, end the Agreement without notice from a Director grade member of the Service Provider.

9. Termination

1. The Agreement shall come into force on the agreed Commencement Date and shall continue for a defined Term from that date, subject to the provisions of Clause 9 of the Agreement.
2. Either Party may terminate the Agreement by giving the other not less than 4 weeks' written notice, to expire on or at any time after the minimum term of the Agreement (which shall be defined in the Agreement).
3. Either Party may immediately terminate the Agreement by giving written notice to the other Party if:
 1. any sum owing to that Party by the other Party under any of the provisions of the Agreement is not paid within 28 Business Days of the due date for payment;
 2. the other Party commits any other breach of any of the provisions of the Agreement and, if the breach is capable of remedy, fails to remedy it within 28 Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;
 3. an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;
 4. the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
 5. the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under the Agreement);
 6. anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;
 7. the other Party ceases, or threatens to cease, to carry on business; or
 8. control of the other Party is acquired by any person or connected persons not having control of that other Party on the date of the Agreement. For the purposes of Clause 9, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.
 9. the other Party uses any violence, aggression, or threat to use any violence or aggression, including reputational harm.
4. For the purposes of sub-Clause 9.2, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.

5. The rights to terminate the Agreement shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

10. **Effects of Termination**

Upon the termination of the Agreement for any reason:

1. any sum owing by either Party to the other under any of the provisions of the Agreement shall become immediately due and payable;
2. all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect;
3. termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of the Agreement which existed at or before the date of termination;
4. subject as provided in Clause 10 of the Agreement and except in respect of any accrued rights, neither Party shall be under any further obligation to the other; and
5. each Party shall (except to the extent referred to in Clause 7 of the Agreement) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party any documents in its possession or control which contain or record any Confidential Information.

11. **Data Protection**

1. The Service Provider will only use the Client's personal information as set out in the Privacy Notice, available upon request or from our website www.novacare.org.uk.

12. **Data Processing**

1. In this Clause 11 and in the Agreement, "personal data", "data subject", "data controller", "data processor", and "personal data breach" shall have the meaning defined in Article 4 of the UK GDPR.
2. All personal data to be processed by the Service Provider on behalf of the Client, subject to these Terms and Conditions and/or the Agreement, shall be processed in accordance with the terms of a Data Processing Agreement into which the Parties shall enter before any personal data is processed.
3. For the purposes of the Data Protection Legislation and for this Clause 11 and the Agreement, the Service Provider is the "Data Processor" and the Client is the "Data Controller".
4. The type(s) of personal data, the scope, nature and purpose of the processing, and the duration of the processing shall be set out in a Schedule to the Agreement.
5. The Data Controller shall ensure that it has in place all necessary consents and notices required to enable the lawful transfer of personal data to the Data Processor for the purposes described in these Terms and Conditions.
6. The Data Processor shall, with respect to any personal data processed by it in

relation to its performance of any of its obligations under these Terms and Conditions:

1. Process the personal data only on the written instructions of the Data Controller unless the Data Processor is otherwise required to process such personal data by law. The Data Processor shall promptly notify the Data Controller of such processing unless prohibited from doing so by law.
2. Ensure that it has in place suitable technical and organisational measures (as approved by the Data Controller) to protect the personal data from unauthorised or unlawful processing, accidental loss, damage or destruction. Such measures shall be proportionate to the potential harm resulting from such events, taking into account the current state of the art in technology and the cost of implementing those measures. Measures to be taken shall be agreed between the Data Controller and the Data Processor and set out in the Schedule to the Agreement.
3. Ensure that any and all staff with access to the personal data (whether for processing purposes or otherwise) are contractually obliged to keep that personal data confidential; and
4. Not transfer any personal data outside of the UK without the prior written consent of the Data Controller and only if the following conditions are satisfied:
 1. The Data Controller and/or the Data Processor has/have provided suitable safeguards for the transfer of personal data;
 2. Affected data subjects have enforceable rights and effective legal remedies;
 3. The Data Processor complies with its obligations under the Data Protection Legislation, providing an adequate level of protection to any and all personal data so transferred; and
 4. The Data Processor complies with all reasonable instructions given in advance by the Data Controller with respect to the processing of the personal data.
5. Assist the Data Controller at the Data Controller's cost, in responding to any and all requests from data subjects and in ensuring its compliance with the Data Protection Legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators (including, but not limited to, the Information Commissioner's Office);
6. Notify the Data Controller without undue delay of a personal data breach;
7. On the Data Controller's written instruction, delete (or otherwise dispose of) or return all personal data and any and all copies thereof to the Data Controller on termination of the Agreement unless it is required to retain any of the personal data by law; and

8. Maintain complete and accurate records of all processing activities and technical and organisational measures implemented necessary to demonstrate compliance with this Clause 11.
7. The Data Processor shall not sub-contract any of its obligations with respect to the processing of personal data under this Clause 11.
8. The Data Processor shall not sub-contract any of its obligations to a sub- contractor with respect to the processing of personal data under this Clause 1
9. Either Party may, at any time, and on at least 30 Calendar days' notice, alter the data protection provisions of the Agreement, replacing them with any applicable data processing clauses or similar terms that form part of an applicable certification scheme. Such terms shall apply when replaced by attachment to the Agreement.
13. **No Waiver**
No failure or delay by either Party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
14. **Further Assurance**
Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of the Agreement into full force and effect.
15. **Costs**
Subject to any provisions to the contrary, each Party shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of the Agreement.
16. **Set-Off**
Neither Party shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under the Agreement or any other agreement at any time.
17. **Assignment**
 1. The Agreement shall be personal to the Parties. Neither Party may assign, mortgage, charge (otherwise than by floating charge) or sub-licence or otherwise delegate any of its rights thereunder, or sub-contract or otherwise delegate any of its obligations thereunder without the written consent of the other Party, such consent not to be unreasonably withheld.
 2. The Service Provider shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled consultants. Any act or omission of such other member or consultants shall, for the purposes of the Agreement, be deemed to be an act or omission of the Service Provider.
18. **Time**
The times and dates referred to in the Agreement shall be for guidance only and shall not be of the essence of the Agreement and may be varied by agreement between the Parties.

19. Relationship of the Parties

Nothing in the Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Agreement.

20. Non-Solicitation

1. Neither Party shall, for the Term of the Agreement and for a defined period (which shall be defined in the Agreement) after its termination or expiry, solicit or entice away from the other Party any customer or client where any such solicitation or enticement would cause damage to the business of that Party without the express written consent of that Party.

21. Third Party Rights

1. No part of the Agreement shall confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.
2. Subject to Clause 20 of the Agreement, the Agreement shall continue and be binding on the transferee, successors and assigns of either Party as required.

22. Formal Notices

1. All notices under the Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.
2. Notices shall be deemed to have been duly given:
 1. when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
 2. when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or
 3. on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
 4. on the tenth business day following mailing, if mailed by airmail, postage prepaid.
 5. in each case notices shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

23. Entire Agreement

1. The Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.
2. Each Party shall acknowledge that, in entering into the Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in the Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

24. Counterparts

The Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

25. Severance

In the event that one or more of the provisions of the Agreement and/or of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that those provision(s) shall be deemed severed from the remainder of the Agreement and/or these Terms and Conditions. The remainder of the Agreement and/or these Terms and Conditions shall be valid and enforceable.

26. Communication

1. Electronic mail enables Us to communicate more quickly with our clients and other parties involved in a matter (and also for clients and other parties to correspond with us more quickly). However, not every client prefers this form of communication.
2. Our use of email is, as far as possible, secure, and we may use NHS Mail (use of nhs.net address) or CJSM court legal electronic mail systems. No form of email is 100% secure and could be intercepted by a third party. If you have any concerns about us corresponding with you by email or any specific instructions relating to email correspondence, please advise us immediately. Otherwise, we will correspond by email.
3. For reasons of security and regulatory compliance, we ask that you refrain from contacting us via text message. However, you may find that WhatsApp offers a secure platform, and we ask that you acknowledge that we may only respond during office hours, unless we have agreed otherwise with you.
4. We use and engage on social media channels, but we may not be able to communicate through those means. For some Clients, this may be an agreed method of communication, and we shall confirmed this to you in writing and comply with data protection laws.

27. Equality and Diversity

1. We are committed to promoting equality and diversity in our policies, practices and procedures, and in those areas in which it has influence.
2. We are committed to complying with our respective Code of Conduct with all current and any future anti-discrimination legislation and associated codes of practice, including but not limited to the Equality Act 2010.

28. Intellectual Property

1. In the course of providing our services, we may supply you with documents, processes, terms or agreements which are specific to your business, in which case ownership of the intellectual property remains with us.
2. If you require ownership of the intellectual property, we reserve the right to charge you a premium on our fees.
3. If we supply you with documents, processes, terms or agreements which are generic,

we grant you a license for use in perpetuity.

29. Dispute Resolution

1. The Parties shall attempt to resolve any dispute arising out of or relating to the Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.
2. If negotiations under sub-Clause 29.1 of the Agreement do not resolve the matter within 4 weeks of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution (“ADR”) procedure.
3. If the ADR procedure under sub-Clause 29.2 of the Agreement does not resolve the matter within 3 months of the initiation of that procedure, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.
4. The seat of the arbitration under sub-Clause 29.3 of the Agreement shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed between the Parties. In the event that the Parties are unable to agree on the arbitrator(s) or the Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President for the time being of the Chartered Institute of Arbitrators for the appointment of an arbitrator or arbitrators and for any decision on rules that may be required.
5. Nothing in Clause 29 of the Agreement shall prohibit either Party or its affiliates from applying to a court for interim injunctive relief.
6. The decision and outcome of the final method of dispute resolution under Clause 29 of the Agreement shall be final and binding on both Parties.

30. Law and Jurisdiction

1. The Agreement and these Terms and Conditions (including any non- contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
2. Subject to the provisions of Clause 25 of the Agreement, any dispute, controversy, proceedings or claim between the Parties relating to the Agreement or these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

31. Cancellation of Service

1. Services can be cancelled prior to the commencement of the Service without any fee being incurred if cancelled more than 5 full business days prior to any planned meetings, assessments, video calls or face-to-face visits.
2. If the service is cancelled with more than 72 hours’ notice but less than 5 business days, we reserve the right to charge a cancellation fee of £100, or 10% of the full Fees, which ever is greater, whether work has been undertaken or not, including any travel Fees. If we hold funds on account, we agree to retain this cancellation fee and return

to you the remaining Fees through a Credit Note within 28 days.

3. If the service is cancelled with less than 72 hours' notice but more than 24 hours' notice of the Service commencing (or after the Service has commenced), we reserve the right to charge 50% of the full Fees, whether work has been undertaken or not, including any travel Fees. If we hold funds on account, we agree to retain this cancellation fee and return to you the remaining Fees through a Credit Note within 28 days.
4. If the service is cancelled with less than 24 hours' notice of the Service commencing (or after the Service has commenced), we reserve the right to charge full Fees, whether work has been undertaken or not, including any mileage Fees. If we hold funds on account, we agree to retain this cancellation fee and return to you (if any) remaining Fees through a Credit Note within 28 days.
5. Notwithstanding Clauses 31.1-4, we may exercise discretion not to apply any change.

32. **Fee(s) / Fee Schedule**

1. Publicly funded cases are claimed with due regard to the Public Funded (Legal Aid Agency) rates. Where the appointment meets the risk expert rate, this will be applied in accordance with paragraph 5.9 of the Guidance on the Remuneration of Expert Witnesses. Non 'risk' rates will be claimed at the standard professional's rate, as set by the Legal Aid Agency, and only if we agree to undertake this work at this rate.
2. We offer a range of fixed fee services, the majority of which are fixed at a cost agreed before we agree to work with you.
3. We can charge by the hour, and our hourly fees are charged by the grade of the staff undertaking the work. We may agree to undertake work at the lower grade, but this will be agreed upon with you in advance. Our fees are as follows:
 1. Director Consultant / Partner £195 per hour;
 2. Senior Consultant / Senior Associate £150 per hour;
 3. Consultant / Associate £100 per hour;
 4. Assistant Consultant / Assistant £50 per hour
 5. Administrator £30 per hour
 6. We charge travel between £30 and £40 per hour and between 45p and 55p per mile
4. We charge 10p per page for photocopying
5. We charge an administration fee of £5 per item, plus the fees charged by Royal Mail for sending any documents, assessments of paperwork by post.

33. **Liability Period**

1. The Client may not commence any legal action against the Service Provider under this agreement after 6 years from the date of completion of the Services.

34. **Value-Added Tax (VAT)**

1. Where applicable, VAT may be charged at the rate of 20%.