
TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions shall apply to the services that you receive via The Legal Stop, as set out in the accompanying Order Confirmation.

1. Definitions and Interpretation

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

“Business Day”	means, any day other than Saturday or Sunday or bank holiday in England;
“Calendar Day”	means any day of the year;
“Contract”	means the contract for the purchase and sale of Services, as explained in Clause 2;
“Order”	means your order for the Services, made online, via email, telephone or otherwise;
“Order Confirmation”	means Our acceptance and confirmation of your Order as described in Clause 2;
“Pre-Contract Information”	means information about The Legal Stop, the Services, pricing and your legal rights that, if you are a consumer customer, We are required to provide under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
“Price”	means the price payable for the Services;
“Services”	means document drafting, contract review, general legal advice and associated services which are to be provided by Us to you as specified in your Order (and confirmed in Our Order Confirmation); and
“We/Us/Our”	means The Legal Stop Limited (including the employees, consultants and agents of them, if any, who are involved in the delivery of the Services), a company registered in England and Wales under number: 07394508 whose registered office is at 86-90 Paul Street, EC2A 4NE, London, England.

1.2 Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by email, text message, fax or other means.

2. The Contract for Our Services

- 2.1 These Terms and Conditions govern the sale of Services by Us and will form the basis of the Contract between Us and you. Before confirming your Order, you should ensure that you have read these Terms and Conditions and the Pre-Contract Information carefully.
- 2.2 Nothing provided by Us prior to your Order (including but not limited to information given over the telephone, sales and marketing literature, price lists and other information) shall constitute a contractual offer capable of acceptance. The Services advertised on The Legal Stop website constitute an invitation to treat, your Order constitutes an offer and, We shall confirm our receipt and acceptance of your Order by sending you Our Order Confirmation along with a copy of these Terms and Conditions. It is at this point that a legally binding Contract between Us and you will be created in relation to that Order.

3. Orders

- 3.1 Each Order, made by you via The Legal Stop for Services will be subject to these Terms and Conditions.
- 3.2 You may contact Us to change your Order at any time before We begin providing the Services. Requests to change Orders must be made in writing.
- 3.3 If your Order is changed We will inform you of any change to the Price when you contact Us and We will confirm the change in writing.
- 3.4 If you change your mind, you may contact Us to cancel your Order at any time either before We begin providing the Services or, subject to limitations, once the Services have begun. Please refer to Clause 10 for details of your cancellation rights.
- 3.5 We may cancel your Order at any time before We begin providing the Services in the following circumstances:
 - 3.5.1 The required personnel for the provision of the Services are not available; or
 - 3.5.2 An event beyond Our control continues for more than 10 Business Days (please see Clause 8 for events beyond Our control).
- 3.6 If We cancel your Order under sub-Clause 3.5 and you have already made any payment to Us, the payment will be refunded to you within 7 Calendar Days. If We cancel your Order, you will be informed promptly and the cancellation will be confirmed in writing.

4. Price and Payment

- 4.1 The Price of the Services will be that stated by The Legal Stop at the time of your Order.
- 4.2 Such Prices may change from time to time but any such changes will not affect Orders that We have already accepted and where a Contract has already been formed (as explained in sub-Clause 2.2).
- 4.3 The Legal Stop will also state whether the Price is inclusive or exclusive of VAT.
- 4.4 All payments are due immediately upon the formation of the Contract (as explained in sub-Clause 2.2) in advance of the Services and, as stated on The Legal Stop website, at the time of your Order, unless otherwise agreed in writing.

5. Providing the Services

- 5.1 We will begin providing the Services immediately or shortly after the formation of the Contract (as explained in sub-Clause 2.2). Exceptionally, We might commence the Services on a particular date agreed with you and such date shall be confirmed in Our Order Confirmation. Please note that unless you specifically request the Services to begin after the statutory 14 Calendar Day cancellation (or “cooling-off”) period, by placing your Order you confirm to Us that the Services are to begin immediately within the statutory 14 Calendar Day cancellation (or “cooling-off”) period, thus your right to cancel may be limited or lost. Please see Clause 10 regarding your statutory cancellation rights.
- 5.2 We will continue providing the Services until the first draft (or other initial deliverables agreed by Us) are delivered to you by Us and, where applicable, reasonable further iterations of such iterations. Reasonably required consultations and correspondence relating to such deliverables may also be provided as part of the Services on an ad hoc basis for no additional fee and/or as confirmed in Our Order Confirmation.
- 5.3 We will make every reasonable effort to provide the Services in a timely manner and to complete them by the agreed date if not sooner, which shall generally include the delivery of the first draft (or other initial deliverables agreed by Us) within 14 Business Days. We cannot, however, be held responsible for any delays if an event beyond Our reasonable control occurs. Please see Clause 8 for events beyond Our control.
- 5.4 If We require any information from you in order to provide the Services, We will inform you of this as soon as is reasonably possible.
- 5.5 If the information you provide under sub-Clause 5.4 is delayed, incomplete or otherwise incorrect, We will not be responsible for any delay caused as a result. If significant additional work is required from Us to correct or compensate for a mistake made as a result of incomplete or otherwise incorrect information that you have provided We may charge you a reasonable additional sum for that work.
- 5.6 In certain circumstances, for example where there is a delay in you sending Us information required under sub-Clause 5.4, We may suspend the Services and will inform you of that suspension.
- 5.7 In certain circumstances, for example where We encounter a technical problem, We may need to suspend or otherwise interrupt the Services to resolve the issue. Unless the issue is an emergency and requires immediate

action We will inform you in advance before suspending or interrupting the Services.

- 5.8 If you do not pay Us for the Services as required by Clause 4, We may suspend the Services until you have paid all outstanding sums due. If this happens, We will inform you promptly.

6. Problems with the Services

- 6.1 If there is a problem with the Services We request that you inform Us as soon as is reasonably possible.
- 6.2 We will use reasonable efforts to remedy problems with the Services as quickly as is reasonably possible and practical. In the unlikely event of an emergency situation, We will use reasonable efforts to remedy problems within 48 hours.
- 6.3 We will not charge you for the additional work required for remedying problems under this Clause 6 where the problems have been caused by Us, any of Our agents or sub-contractors or where nobody is at fault. If We determine that a problem has been caused by incorrect or incomplete information provided by you, sub-Clause 5.5 will apply and We may charge you for the remedial work (such additional fees to be calculated by reference to Our usual hourly rates, the details of which are available at any time upon request).

7. Our Liability

- 7.1 Subject to Clause 7.2 below, We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 7.2 We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity. Subject to Clause 7.3 below, if you are using the Services for business purposes, our total liability to you in respect of all losses arising under or in connection with the Services, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Prices paid or payable by you for those Services.
- 7.3 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 7.4 Furthermore, nothing in these Terms and Conditions seeks to exclude or limit Our liability for the following with respect to your rights as a consumer, if applicable:
- 7.4.1 Breach of your right to title and quiet possession as implied by Section 2 of the Supply of Goods and Services Act 1982; and
- 7.4.2 Breach of terms relating to description, satisfactory quality, fitness for purpose and samples as implied by Sections 3, 4 and 5 of the Supply of Goods and Services Act 1982.

8. Events Beyond Our Control (Force Majeure)

- 8.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our

reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism, acts of war, governmental action, epidemic or other natural disaster, or any other event that is beyond Our reasonable control.

- 8.2 If any event described under this Clause 8 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions or the Contract:
- 8.2.1 We will inform you as soon as is reasonably possible;
 - 8.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;
 - 8.2.3 We will inform you when the event beyond Our control is over and provide details of any new dates, times or availability of Services as necessary;
 - 8.2.4 If the event beyond Our control continues for more than 14 Business Days, We may opt to cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible;
 - 8.2.5 If an event beyond Our control occurs and continues for more than 14 Business Days, you may opt to cancel the Contract. Any refunds due to you as a result of such cancellation will be paid to you as soon as is reasonably possible.

9. Insurance

- 9.1 We hold and shall continue to hold professional indemnity insurance with reputable insurers to cover Our provision of the Services to you. The level of cover and other terms of the insurance shall be those that you could reasonably expect Us to hold in relation to those Services. We carry a professional indemnity insurance of £1 million for any one claim
- 9.2 We shall upon reasonable request supply you with more details of such insurance cover and evidence that the relevant premiums have been paid.

10. Cancellation

- 10.1 You may cancel your Order at any time before your Contract with Us is formed (as explained in sub-Clause 2.2).
- 10.2 If you are a consumer customer in the European Union you have a statutory right to cancel your Contract with Us up to 14 Calendar Days after the Contract is formed (as explained in sub-Clause 2.2). You may cancel your Contract with Us for any reason under this right however this right is subject to Clause 10.3 below.
- 10.3 As noted in sub-Clause 5.1, if a consumer requests services that are to begin during the 14 Calendar Day cancellation period, the statutory right to cancel may be limited or lost. The Services provided under these Terms and Conditions will be carried out immediately or shortly after Our acceptance of your Order, therefore if you are a consumer, you expressly acknowledge and accept that the statutory right to cancel the Services will be lost when you accept these Terms and Conditions to form your Contract with Us.
- 10.4 More information on your rights as a consumer can be obtained from your local Citizens Advice Bureau or from the Office of Fair Trading.

11. Communication and Contact Details

If you wish to contact Us with general questions or complaints, you may contact Us by telephone at **+44 (0)208 870 5522** or by email at info@thelegalstop.co.uk.

12. Confidential and Personal Information (Data Protection)

- 12.1 We acknowledge that in the course of providing the Services to you, We might receive confidential information from you. We shall not, either during the provision of the Services or at any time after the completion of the Services, use or disclose to any third party (and shall use his best endeavours to prevent the publication or disclosure of) any such confidential information except as reasonably required for the purposes of providing the Services to you or unless disclosure is required by law.
- 12.2 All personal information that We may collect (including, but not limited to, your name, address and telephone number) will be collected, used and held in accordance with the provisions of: (i) the EU Directive n° 95/46 on the protection of individuals with regard to the processing of Personal Data and on the free movement of such data (EU Data Protection Directive); (ii) the European Regulation n° 2016/679 relating to the processing of Personal Data (GDPR); and (iii) the Data Protection Act 2018.
- 12.3 We may use your personal information to:
 - 12.3.1 Provide Our Services to you;
 - 12.3.2 Process your Order (including payment) for the Services; and
 - 12.3.3 Inform you of new products and/or services available from Us (if you opt or have previously opted to receive it). You may request that We stop sending you this information at any time.
- 12.4 We will not pass on your personal information to any third parties without first obtaining your express permission.

13. Other Important Terms

- 13.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
- 13.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.
- 13.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 13.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- 13.5 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

14. Governing Law and Jurisdiction

- 14.1 These Terms and Conditions (and the Contract) (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.
- 14.2 Any dispute, controversy, proceedings or claim between Us and you relating to these Terms and Conditions (or the Contract) (including any non- contractual matters and obligations arising therefrom or associated therewith) shall fall within the exclusive jurisdiction of the courts of England and Wales.

The undersigned parties represent and warrant that: (i) they have obtained all necessary approvals, consents and authorizations, to the extent necessary, to enter into these Terms and Conditions and to perform and carry out their obligations hereunder; (ii) the persons executing these Terms and Conditions have express authority to do so, and, in so doing, to bind the party thereto; (iii) they have read and understand these Terms and Conditions, and that the execution, delivery and performance of these Terms and Conditions have been duly authorized by all necessary corporate actions and these Terms and Conditions are a valid and binding obligation of such party, enforceable in accordance with their terms.

Signed by **Debora Daffara**

for and on behalf of **The Legal Stop Limited**

Date: **03/04/2019**



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Director

Signed by Mike Morse
for and on behalf of NHS Oldham CCG

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Director

Date: