Terms of Business – Legal Consultancy

These Terms of Business apply to the Services provided by Arvo Law to our clients ("**you**", "**your**"). Any Engagement Letter issued by Arvo Law and these Terms of Business together forms the Agreement between us. In the event of any conflict between these Terms of Business and the Engagement Letter, the Engagement Letter shall prevail.

1. Interpretation

1.1 For the purpose of the Agreement, the following words and phrases shall have the following meanings:

"Agreement" means these Terms of Business and the Engagement Letter;

"Arvo Law" means Arvo Law Limited (registered number: 17064324) with registered address situated at 128 City Road, London, EC1V 2NX;

"Applicable Law" means all applicable statutes, by-laws, ordinances, subordinate legislation and other laws, including any judicial or administrative interpretation of them, in force from time to time in England and Wales;

"Business Day" means a day other than Saturday, Sunday or a public holiday in England when banks in London are open for business;

"Confidential Information" means all information that is identified as confidential, or a reasonable person would deem as confidential in nature but excludes any information that: (i) is publicly available other than as a result of a breach of the Agreement by the party receiving the information, (ii) was lawfully in the possession of the receiving party prior to disclosure by the disclosing party, without any obligation of confidentiality, (iii) is lawfully received by the receiving party from a third party, without any obligation of confidentiality; or (iv) is independently developed by the receiving party without use of or reference to the confidential information of the disclosing party;

"Data Protection Laws" means the UK General Data Protection Regulation (UK GDPR) and Data Protection Act 2018;

"Engagement Letter" means a letter setting out the scope of services to be provided by Arvo Law pursuant to a specific engagement;

"Effective Date" means the date when the Engagement Letter is signed or otherwise accepted by you;

"Fees" means the charges payable by you to Arvo Law in respect of Services as further described in the Engagement Letter;

"Intellectual Property Rights" means copyright, patent rights, design rights, database rights, trade marks, domain names and all similar or equivalent rights or forms of protection whether registered or unregistered and which subsist or will subsist now or in the future in any part of the world;

"Personal Data" has the meaning given to it under the Data Protection Laws;

"Services" means those services as further described in the Engagement Letter; and

"Terms of Business" means these terms and conditions.

1.2 Clause and paragraph headings shall not affect the interpretation of the Agreement.

1.3 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular, and a reference to one gender shall include a reference to the other gender.

1.4 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 those terms.

1.5 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and a reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.6 The Agreement shall be binding on, and enure to the benefit of, the parties to the Agreement and their successors and permitted assigns, and references to any party shall include that party's successors and permitted assigns.

1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.8 A reference to writing or written includes email.

1.9 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. Term

2.1 The Agreement shall commence on the Effective Date and unless terminated in accordance with Clause 9, shall remain in force until the Services have been completed.

2.2 The Agreement shall become binding once the Engagement Letter is signed or otherwise accepted by you.

2.3 Each Engagement Letter signed pursuant to these Terms of Business shall form a separate contract.

3. Scope of Services

3.1 Arvo Law will provide you with an Engagement Letter setting out the Services to be provided to you. The Services are limited to those expressly set out in the Engagement Letter.

3.2 Arvo Law is not responsible for any work outside the agreed scope. Any changes or additional Services will be agreed with you in advance.

3.3 Unless otherwise expressly agreed, Arvo Law shall report to the person specified in the Engagement Letter. If your instructions, any reporting lines or relevant circumstances change, you should notify Arvo Law as soon as practicable.

3.4 Arvo Law shall perform the Services with reasonable care and skill, consistent with the standards reasonably expected from a company providing similar Services.

3.5 You shall provide Arvo Law with all reasonable assistance and information relevant to your business in a timely manner (including assistance and information as reasonably requested by Arvo Law) and inform Arvo Law of any developments or changes (or intended changes) to your business that may affect the Services.

3.6 Arvo Law will provide the Services based on the information and instructions provided by you and your representatives. You should not assume any knowledge of facts of your business on Arvo Law's part. Arvo Law is entitled to rely on that information without independently verifying its accuracy or completeness.

3.7 You shall retain full responsibility for all decisions made in connection with the Services, including the implementation of any advice provided by Arvo Law. You acknowledge that the Services do not constitute decision-making on your behalf.

3.8 Unless otherwise expressly agreed in writing, the Services are provided solely in relation to the laws of England and Wales as in force at the Effective Date. Any Services provided reflects the law, regulation and practice as at the date on which it is given. Arvo Law shall have no responsibility to update or revise any advice to reflect subsequent changes in law, regulation or practice.

4. Fees and Payment

4.1 The Fees for the Services are set out in the Engagement Letter and will be invoiced in accordance with this Clause 4.

4.2 Invoices issued by Arvo Law are due for payment upon receipt of invoice. Arvo Law reserves the right to charge interest on overdue sums at 4% above the Bank of England base rate, calculated daily.

4.3 Unless otherwise agreed in the Engagement Letter, the invoice schedule for the Fees are as set out below:

(a) **Fixed Fee:** Fees for fixed fee Services will be invoiced in advance and must be paid prior to commencement of the Services in accordance with Clause 4.2.

(b) **Hourly rate:** Services provided on an hourly rate (time and materials basis) shall be invoiced at the earlier of fortnightly in arears or on completion of the Services and shall be paid in accordance with Clause 4.2.

4.4 You shall be responsible for all reasonable and properly incurred out-of-pocket expenses incurred by Arvo Law in connection with the Services, including (where applicable) travel, accommodation, courier charges, specialist third-party providers, and other disbursements. Arvo Law will not incur any expenses without your prior approval. All approved expenses will be invoiced to you and are payable in accordance with Clause 4.2.

4.5 Arvo Law does not operate an SRA-regulated client account and is strictly prohibited from holding client money. Payments made in advance are payments on account of Fees due and are not held by Arvo Law as trustee or as client money. Arvo Law does not accept money on account of third-party costs or disbursements.

5. Confidentiality

5.1 Each party will treat Confidential Information provided to the other party as confidential and will not disclose it to any third party except (i) where disclosure is required by law, (ii) to their professional advisers or insurers, or (iii) where necessary to provide the agreed Services.

5.2 Upon either party's request, the other party shall delete or destroy the requesting party's Confidential Information.

5.3 Arvo Law's advice and work products are Confidential Information and may not be disclosed to or relied upon by any third party without Arvo Law's prior written consent.

5.4 Arvo Law may refer, in general terms, to the fact that Arvo Law has acted for you, provided that no Confidential Information is disclosed.

6. Data Protection

6.1 Each party shall comply with the Data Protection Laws when processing Personal Data.

6.2 You warrant that you have all necessary rights, consents, and lawful basis to provide Personal Data to Arvo Law for the purposes of the Agreement.

6.3 The parties are acting as independent controllers in relation to the Services. Arvo Law may process Personal Data as an independent controller in accordance with its Privacy Policy, including without limitation, for its own administrative, compliance, risk management, and other business purposes.

7. Intellectual Property

7.1 Any Intellectual Property Rights in any materials belonging to a party prior to the Effective Date shall remain the property of that party.

7.2 All Intellectual Property Rights in and to any documents, advice, materials, templates, methodologies, or other work product created or provided by Arvo Law in connection with the Services shall remain Arvo Law's property.

7.3 Subject to full payment of all Fees due, Arvo Law grants you a non-exclusive, non-transferable, perpetual licence to use the materials and advice provided under the Agreement solely for your internal business purposes.

7.4 You may not reproduce, distribute, modify, or make available Arvo Law's materials or advice to any third party without Arvo Law's prior written consent.

7.5 Arvo Law retains the right to use any general knowledge, skills, experience, and know-how acquired during the engagement, provided that Arvo Law does not disclose your Confidential Information.

7.6 Nothing in the Agreement shall be construed as granting, by implication or otherwise, any rights to a party's Intellectual Property Rights except as expressly set out herein.

8. Liability

8.1 Arvo Law and its directors, consultants, subcontractors, and employees total aggregate liability for all loss and damage arising out of or in connection with any engagement and services (including the Services), whether in contract, tort (including negligence), or otherwise, shall not exceed the total Fees received by Arvo Law under the Agreement.

8.2 To the fullest extent permitted by law, Arvo Law shall not be liable for:
(a) any indirect or consequential loss;
(b) loss of profit;
(c) loss of revenue;
(d) loss of business opportunity;
(e) loss of goodwill; or
(f) loss of anticipated savings.

8.3 Arvo Law shall have no liability for any loss arising from inaccuracies, omissions, or delays in information provided by you or by third parties on your behalf.

8.4 Except as expressly set out in the Agreement all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute, common law, or otherwise are, to the fullest extent permitted by law, excluded from the Agreement.

8.5 Nothing in the Agreement excludes or limits liability for death or personal injury caused by negligence, fraud and fraudulent misrepresentation, or any other liability which cannot lawfully be excluded or limited.

9. Termination

9.1 Termination for convenience:
(a) **Fixed Fee:** Neither party may terminate a fixed Fee Services for convenience. For the avoidance of doubt, fixed Fee Agreements are non-refundable.
(b) **Hourly rate:** Either party may terminate an hourly rate Fee Services by providing the other party with seven (7) days' prior written notice.

9.2 In relation to an hourly rate Services, where a discounted or promotional rate has been applied, and the Services are terminated early by you, Arvo Law reserves the right to recalculate fees at its standard rates for work performed up to the termination date. Any shortfall shall become immediately payable.

9.3 Either party may terminate the Agreement immediately by written notice if the other party commits a material breach of the Agreement and, where the breach is capable of remedy, fails to remedy it within thirty (30) days of receiving written notice requiring it to do so.

9.4 Arvo Law reserves the right to suspend and/or terminate the provision of the Services (in whole or in part) with written notice should the Fees remain unpaid for more than fourteen (14) days from the due date.

9.5 Upon termination by either party pursuant to Clause 9.1 above, or by Arvo Law for your breach of contract pursuant to Clauses 9.3 or 9.4, all Fees and unbilled expenses shall then be invoiced to you and due immediately.

9.6 Termination shall not affect any accrued rights or obligations.

10. Compliance

10.1 Each party shall comply with all Applicable Laws, regulations, and regulatory requirements relevant to the performance of its obligations under the Agreement.

10.2 Arvo Law may provide services to other clients, including clients whose interests may be similar to or compete with your interests, provided that this does not give rise to a direct conflict of interest. Where a conflict of interest arises, Arvo Law shall take such steps as are reasonable and appropriate to manage or avoid the conflict, which may include declining or ceasing to act.

10.3 Arvo Law is not authorised or regulated by the Solicitors Regulation Authority (SRA). The SRA's compulsory minimum terms for professional indemnity insurance do not apply, and you will not have access to the SRA Compensation Fund. Arvo Law provides non-reserved legal and commercial advisory services only. Nothing in the Agreement shall be construed as Arvo Law providing reserved legal activities or acting as a regulated law firm.

10.4 Arvo Law endeavours to resolve any issues internally. If you have a complaint relevant to the Services, please direct it to Natasha@Arvolaw.co.uk and Arvo Law will investigate your complaint in accordance with its Complaints Policy (available on request) and provide a final response within eight (8) weeks. If Arvo Law cannot resolve your complaint internally, you may have the right to escalate the matter to the Legal Ombudsman. The Legal Ombudsman's jurisdiction is strictly limited to Services complaints regarding legal services provided personally by an authorised solicitor. The Legal Ombudsman does not have jurisdiction over Arvo Law as an entity, its non-solicitor staff, or any purely commercial, strategic, or non-legal advisory Services provided under the Agreement.

11. General

11.1 **Assignment:** Neither party shall assign nor transfer the Agreement without the other party's prior written approval, which shall not be unreasonably withheld.

11.2 **No partnership or agency:** Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

11.3 **Entire agreement:** Subject to Clause 8.5, the Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. All terms and conditions in your purchase orders or confirmations are expressly rejected.

11.4 **Waiver:** A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:
(a) waive that or any other right or remedy; or
(b) prevent or restrict the further exercise of that or any other right or remedy.

11.5 **Severance:** If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.

11.6 **Notices:** Any written notice given under the Agreement, shall be deemed to be sufficiently and duly given hereunder if sent to the receiving party either:

(a) delivered by hand or by courier to the addressee, and shall be deemed received by the receiving party on the date of delivery to the addressee or to their representative, unless delivered after the close of business in which case such notice will be deemed received on the next ensuing Business Day;

(b) sent by certified or registered mail, and shall be deemed received by the receiving party on the Business Day that it was signed for as correctly received; or

(c) sent by email, provided that no delivery failure notification is received by the sender, shall be deemed received by the receiving party on the date the email was sent to the addressee or their representative, unless delivered after the close of business in which case such notice will be deemed received on the next ensuing Business Day.

The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action (for the avoidance of doubt, the provisions relating to services and notice under Civil Procedure Rules shall apply to such matters).

11.7 **Third parties' rights:** Unless expressly stated otherwise, the Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement. The rights of the parties to rescind or vary the Agreement are not subject to the consent of any other person.

11.8 **Variations:** No variation to the Agreement shall be effective unless it is agreed in writing and signed by an authorised representative of each party.

12. Governing law and jurisdiction

12.1 The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

12.2 Each party irrevocably agrees that 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 the Agreement or its subject matter or formation.