



## **General Terms and Conditions**

### **1. Swift Consultancy Services Limited**

Swift Consultancy Services Limited (also referred to as “the Contractor”, “me”, “I” or “the Company”) is an English limited company. My registered office is at: Avalon, Coven Road, Brewood, Stafford, Staffordshire ST19 9DF.

### **2. These Terms and Conditions of Business and “You”**

2.1 These are the Terms and Conditions of Business which will apply to the services which I provide to you in relation to any matter on which you retain me, unless otherwise agreed.

2.2 When you instruct me to advise you on a new matter I shall normally send you a letter (in the form of a specific quotation or a “Retainer Agreement”) confirming your instructions, save where the instructions constitute repeat business. The terms of that letter (if any) and these General Terms and Conditions of Business will be incorporated in the contract between us for that matter.

2.3 In the event of any inconsistency between the quotation or Retainer Agreement and these General Terms and Conditions of Business, the Quotation or Retainer Agreement shall prevail.

### **3. Scope of My Services**

The services I provide in relation to any matter will be described in the Quotation or Retainer Agreement or will otherwise be agreed between us at the outset of the matter and may be varied by agreement during the course of the matter.

### **4. Benefit of my Services**

Unless otherwise expressly agreed in writing my services are provided solely for your benefit. I accept no responsibility to anyone else.

### **5. Your Responsibilities**

In order to carry out my services in a prompt, effective and professional manner, I shall require your full cooperation and assistance. This may, for example, include the provision of information, compliance with any applicable timescales or time limits and the provision of prompt instructions by you. Payment of any bill is required within 14 days of me sending the bill to you (see clause 8).



## **6. Charges and Expenses**

6.1 Unless otherwise agreed, my fees will be calculated by reference to the time spent on the matter. Time spent on your affairs will include (but will not be limited to): meetings with you and others; any time spent travelling; considering, preparing and working on papers; written and electronic correspondence; undertaking legal research; making and receiving telephone calls. I shall normally notify you at the outset of the matter (generally in the Retainer Letter) of the current relevant hourly or daily rates.

6.2 My day rates are reviewed from time to time and I shall notify you of any increased rates.

## **7. Estimate of Costs**

7.1 Where possible, I shall provide you with an estimate of the likely overall costs in relation to a matter. Unless otherwise agreed by us in writing, any estimate or quotation of costs does not amount to a promise agreement that I shall perform my services within a fixed time or for a fixed fee.

7.3 If for any reason a matter does not proceed to completion, I shall charge you for work done and expenses incurred, unless otherwise agreed.

## **8. Billing Arrangements and Payments**

8.1 I shall bill you monthly, unless otherwise agreed. Each bill will state the period which it covers and will be a final bill for that period.

8.2 Payment of any bill is due within 14 days of my sending the bill to you. If any element of a bill is queried, that part of the bill which is not subject to query is to be paid with 14 days. If you have any queries on any bill please raise them as soon as possible.

8.3 If you do not pay the bill within 14 days of my sending it to you, I reserve the right to charge you interest on the amount outstanding on a daily basis from the date payment is due. Interest will be calculated at an annual rate of 2% above the base rate of Lloyds Bank.

## **9. Confidential Information**

9.1 Each party undertakes to use the information disclosed solely for the purposes of this Agreement and shall not use it for its own purposes or the purposes of any third party.

9.2 Each party undertakes, during the term of this Agreement and thereafter, to keep secret and confidential the information disclosed to it by the other and shall not disclose the same to any third party save with the express prior written authority of the other party.

9.3 The obligations of confidentiality under this Agreement shall not extend to any matter which is in, or becomes part of, the public domain otherwise than by reason of a breach of the obligations of confidentiality in this Agreement for which either party can show was known to it prior to the date of disclosure of the same by the other party under this Agreement or which it receives from a third party independently entitled to disclose it.

## **10. Limitations and Exclusions of Liability**

My total liability to you arising out of or in connection with each service performed by me shall be limited to the amount of fees payable by you to me for that service (except this shall not apply to any liabilities which cannot lawfully be limited or excluded).

## **11. Copyright**

Unless I expressly agree otherwise, the copyright of the original materials which I generate for you belongs to me, but the fee which you pay for my work permits you to make use of that material for the purposes for which it was created.

## **12. Retention and Storage of Documents**

Subject to any agreement to the contrary, during the course of any matter I shall retain such documents (which expression includes anything in which information is recorded, whether on paper, electronically or otherwise) or copies thereof as in my judgment it is proper to retain, and for this purpose I may make or keep copies of such documents (whether in electronic or microfilm form or otherwise) and destroy other versions of those documents.

## **13. Electronic Communications**

13.1 Unless instructed otherwise, I shall assume that I may communicate with you by email. Documents sent to you by email will not be encrypted.

13.2 I use an industry standard firewall containing virus protection but cannot guarantee that all communications will be secure or free from infection.

## **14. Termination**

14.1 This Retainer will last for as long as both of us wish it to continue.

14.2 If either of us wishes to end these arrangements then we may do so at any time subject to 30 days notice in writing.

14.3 If you or I decide that we no longer wish this Retainer to continue, you agree to pay my outstanding charges and expenses, including those not yet billed.



14.4 Neither of us will be entitled to claim compensation from the other for termination of this agreement, but any liabilities arising prior to termination will not be extinguished.

## **15. Publicity**

Unless otherwise agreed, I may disclose to third parties that you are or have been a client. I may also disclose to third parties that I am acting for you or have acted for you on a matter, if information about that matter is in the public domain or you specifically consent to that disclosure.

## **16. Authority to Give Instructions**

Unless instructed otherwise, I shall assume that all of your employees, directors and officers who give me instructions are authorised to do so and that I may act on oral instructions. Further, if you retain me as an agent for a third party, or purport to do so, you warrant that you have the authority of that third party to so retain me.

## **17. Contracts (Rights of Third Parties) Act 1999**

Unless expressly provided none of the terms of the Retainer shall be enforceable by any person who is not a party to it.

## **18. Force Majeure**

I shall not be liable to you if I am unable to perform my services as a result of any cause beyond my reasonable control. In the event of any such occurrence affecting me I shall notify you as soon as reasonably practicable.

## **19. Law and Jurisdiction**

The Retainer Letter and the General Terms and Conditions of Business are governed by English law.

## **20. Disputes and Arbitration**

All questions, disputes or differences which may arise at any time between us shall be referred in the first instance to a senior manager and myself who will attempt in good faith to resolve any issue arising out of this Retainer but failing resolution within 14 days may be referred with the agreement of both parties to mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.

Swift Consultancy Services Limited,  
Avalon,  
Coven Road,  
Brewood,  
Stafford,  
Staffordshire,  
ST19 9DF



Company Number 16242919  
Registered in England and Wales

## **21. Bribery and Corruption**

Either party shall be entitled by notice to the other to terminate the provisions of this Retainer if, in relation thereto, either party or any other person acting on their behalf or associated with them shall have committed an offence under the Prevention of Corruption Acts 1889 to 1916 or the Bribery Act 2010.