

## LAWBUILD STANDARD TERMS

### 1. DEFINITIONS

- 1.1. "Code" means the Solicitors Code of Conduct 2007.
- 1.2. "Consultant" means Anthony David Lewis (usually known as David Lewis) trading as Lawbuild, of 37 The Grove, London, N3 1QT, who is registered for Value Added Tax with VAT registration number GB 778 6331 85.
- 1.3. "Engagement" means the engagement of the Consultant to perform the Services for each Referred Matter on these terms and in accordance with the Fee Proposal.
- 1.4. "Fee": see clause 5.1.
- 1.5. "Fee Proposal" means for any Referred Matter the Consultant's fee quotation or estimate (whether provided to the Law Firm or its client), which shall comply with any requirements in the Schedule and may contain such terms and other matters as the Consultant may think fit.
- 1.6. "Insurance Rules" means the Solicitors Indemnity Insurance Rules 2009.
- 1.7. "Law Firm" means the legal practice to whom the Consultant has sent these terms.
- 1.8. "Minimum Terms" means the Minimum Terms and Conditions of Professional Indemnity Insurance for Solicitors and Registered European Lawyers in England and Wales (being Appendix 1 of the Insurance Rules).
- 1.9. "Referred Matter" means any matter of a client of the Law Firm for which –
  - 1.9.1. the Law Firm has asked the Consultant to provide, or to give a Fee Proposal for providing, the Services or any of them; and
  - 1.9.2. the Consultant has provided a Fee Proposal; and
  - 1.9.3. the Law Firm (having received these terms) has accepted the Fee Proposal either expressly or by instructing the Consultant to proceed with the matter (see clause 2.3).
- 1.10. "Services" means for any Referred Matter such services (comprising legal advice, the drafting of legal documents and/or other legal services in the field of non-contentious construction law) as the Law Firm and its client require and the Consultant is willing to provide.
- 1.11. "Working Period" means all of the Consultant's working week or such part of

it as the Consultant may at any time notify to the Law Firm for the purposes of clauses 4.3 and 4.4.

### 2. APPLICATION OF STANDARD TERMS

- 2.1. These terms apply to every Referred Matter.
- 2.2. For the avoidance of doubt, the Consultant shall be under no obligation to provide a Fee Proposal for any matter.
- 2.3. For the avoidance of doubt, the Law Firm may accept these terms with respect to any Referred Matter either expressly or by instructing the Consultant to proceed with the matter.
- 2.4. Nothing in these terms shall prevent the Consultant from providing services to any other law firm, subject always to clauses 4.3 and 4.4.

### 3. STATUS OF CONSULTANT

- 3.1. The Consultant warrants and represents to the Law Firm that he is an independent self-employed consultant and contractor.
- 3.2. Nothing in these terms shall render the Consultant an employee (save as defined in Rule 24 of the Code), agent or partner of the Law Firm and neither the Law Firm nor the Consultant shall hold the Consultant out as such agent or partner.

### 4. SERVICES

- 4.1. Unless prevented by ill health or accident, and subject to these terms, the Consultant shall until the Consultant has completed the Services or the Engagement is terminated under clause 8 provide the Services to the Law Firm and its client in respect of each Referred Matter in accordance with these terms and the Fee Proposal.
- 4.2. The Consultant shall promptly notify the Law Firm of any illness or accident preventing the performance of the Services in respect of any Referred Matter which has not been completed.
- 4.3. The Law Firm shall have exclusive control over the Consultant's time for the Working Period.
- 4.4. For the avoidance of doubt, nothing in clause 4.3 shall prevent the Consultant from taking on work or performing services for other law firms as permitted by clause 2.4 during the whole or any part of the Working Period for which the Law Firm has not expressly required the Consultant to perform the Services or to make himself available to perform them.

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- 4.5. The Consultant may, with the Law Firm's prior written approval, appoint a suitably qualified and skilled substitute to perform the Services or any of them on his behalf: provided that the Law Firm may require the substitute to enter into direct undertakings with the Law Firm as to confidentiality and other matters.
- 4.6. If the Law Firm approves the substitute, the Consultant shall continue to invoice the Law Firm under clause 5.1 and shall be responsible for the remuneration of the substitute.
5. FEES
- 5.1. The Law Firm shall for the Services in respect of each Referred Matter pay to the Consultant a consultancy fee including any disbursements and expenses ("the Fee") in accordance with the Schedule.
- 5.2. The Consultant may charge interest at a rate of 8% on any unpaid Fee of which payment has become due.
6. ADMINISTRATIVE
- 6.1. The Law Firm shall if and when necessary provide the Consultant with up-to-date business stationery and a suitable email address.
- 6.2. Until the Law Firm provides the Consultant with an email address, the Consultant (when emailing the Law Firm's client or other persons) shall use an email address in the form lawfirm@lawbuild.co.uk.
7. INSURANCE AND INDEMNITY
- 7.1. The parties are satisfied that, in accordance with Rule 4.2 of the Insurance Rules, the Consultant is not required to take out and maintain Qualifying Insurance under the Insurance Rules, and that the Services and any other work performed for the Law Firm by the Consultant will be so performed in his capacity as a solicitor directly engaged in the Practice of the Law Firm within the meaning of the Insurance Rules and as an employee within the meaning of the Code.
- 7.2. The Law Firm shall take out and maintain professional indemnity insurance with a Qualifying Insurer as defined in the Insurance Rules providing a minimum cover of not less than the relevant sum mentioned in clause 2.1 of the Minimum Terms in respect of all work carried out by the Consultant, and shall ensure that such cover includes the Consultant as the Insured.
- 7.3. The Law Firm shall on request supply to the Consultant evidence of such professional indemnity insurance, including evidence that the relevant premiums have been paid.
- 7.4. The Law Firm shall indemnify the Consultant fully for any losses sustained by him as a result of any breach of clause 7.2 and for any other losses within the scope of clauses 1.1 and 1.2 of the Minimum Terms for which the Law Firm is not insured (including without limitation any excess under the insurance mentioned in clause 7.2).
8. TERMINATION
- 8.1. Either party may terminate the Engagement by giving the other not less than one month's prior written notice.
- 8.2. The Engagement shall terminate automatically without any requirement for notice or payment in lieu of notice if –
- 8.2.1. the Consultant shall die; or
- 8.2.2. the Law Firm is in breach of clause 7.2.
- 8.3. The Engagement shall terminate immediately upon notice given by either party or (if given by the Consultant) his attorney if the Consultant becomes unable to provide the Services by reason of physical or mental incapacity (other than illness for a period not exceeding four weeks).
- 8.4. Either party (Party A) may by written notice summarily terminate the Engagement with immediate effect if:
- 8.4.1. the other party (Party B) is in substantial breach of any of these terms and such breach, where capable of remedy, is not remedied by Party B within 21 days after service of a written notice from Party A specifying the breach and requiring its remedy; or
- 8.4.2. Party B (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being the Consultant or, in the case of the Law Firm, a sole practitioner or partnership) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case within the meaning of section 268 of the Insolvency Act 1986; or
- 8.4.3. Party B suspends or ceases to carry on, or threatens to suspend or cease to carry on, all or a substantial part of its business; or

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- 8.4.4. Party B conducts himself or itself in any manner which, in the reasonable opinion of Party A, brings or is likely to bring either party into disrepute.
- 8.5. On the date of termination:
- 8.5.1. the Consultant shall cease to perform the Services for each Referred Matter and shall forthwith return any papers to the Law Firm;
- 8.5.2. the unpaid balance of the Fee, as accrued up to and including the date of the termination and whether invoiced or not, or a fair and reasonable proportion of the Fee where the Law Firm has terminated the Engagement under clause 8.4, shall become payable by the Law Firm immediately or (in case of disbursements and expenses) upon notification to the Law Firm.
9. CONSTRUCTION OF AGREEMENT ETC.
- 9.1. If any of these terms shall be held to be illegal or unenforceable, the validity and enforceability of the remainder shall not be affected.
10. NOTICES
- 10.1. Any notice to be given by one party to the other shall be validly given if –
- 10.1.1. any two of the methods of service listed in clause 10.2 are used; and
- 10.1.2. at least one of those methods is evidenced by documentary proof of delivery or receipt.
- 10.2. The methods referred to in clause 10.1.1 are:
- 10.2.1. posting by prepaid first class post correctly addressed to the other party at its current place of business, in which event it shall be deemed given on the third working day after posting (unless not actually delivered);
- 10.2.2. posting by prepaid first class post correctly addressed to the other party at its registered office, in which event it shall be deemed given on the third working day after posting (unless not actually delivered);
- 10.2.3. sending to the correct facsimile number of the other party, in which event it shall be deemed given on the next working day after sending;
- 10.2.4. sending to the correct email address of the other party, in which event it shall be deemed given on the date when the email was sent;
- 10.2.5. personal delivery to the Consultant or (in the case of the Law Firm) a partner, director or registered member of the Law Firm, in which event it shall be deemed given when so delivered;
- 10.2.6. if the Law Firm is a company or a limited liability partnership, delivery by hand to the Law Firm's registered office.
- 10.3. For the purposes of clause 10.2 (other than clauses 10.2.2 and 10.2.5) the parties' details for service shall be those last supplied by the relevant party to the other.
- 10.4. The Consultant's details for service at the date in the footer of this document are as follows:
- Address: 37 The Grove, Finchley, London, N3 1QT  
Fax number: 020 8346 0745  
Email address: david.lewis@lawbuild.co.uk
11. ASSIGNMENT AND THIRD PARTY RIGHTS
- 11.1. The Engagement and these terms are personal to the parties and neither party shall (or shall purport to) assign, transfer, mortgage, charge, declare a trust of or deal in any other manner with the Engagement or any of its rights and obligations under or arising out of it (or any document referred to in it) without the prior written consent of the other party (such consent not to be unreasonably conditioned, withheld or delayed).
- 11.2. No party shall subcontract or delegate in any manner any or all of its obligations under these terms to any third party or agent (save as permitted by clause 4.5).
- 11.3. Each party which has rights under these terms is acting on its own behalf and not for the benefit of another person.
- 11.4. No person other than the Law Firm and the Consultant shall have any rights under or in connection with the Engagement or these terms.
12. GOVERNING LAW
- 12.1. The Engagement and these terms are governed by and shall be construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.

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### SCHEDULE

#### Clause 5.1

#### THE FEE

1. As soon as practicable after the Law Firm asks the Consultant to provide the Services and/or a Fee Proposal, the Consultant shall endeavour to obtain, and the Law Firm shall assist him in obtaining, such information as he may require in order to provide the Fee Proposal.
2. The Consultant shall provide to the Law Firm or (if authorised by the Law Firm) to the Law Firm's client on behalf of the Law Firm a Fee Proposal as soon as reasonably practicable after obtaining such information.
3. The Law Firm when requesting the Consultant to provide the Services or a Fee Proposal shall state:
  - 3.1. the actual or estimated value of the matter;
  - 3.2. the Services;
  - 3.3. if desired, whether the Fee Proposal is to be a quote or an estimate;
  - 3.4. if necessary, whether it is to be given to the Law Firm (in which case it shall be given net, i.e. stating the sum to be paid by the Law Firm to the Consultant) or to the Law Firm's client (in which case it shall be given gross, i.e. stating the sum to be paid by the Law Firm's client and including the Law Firm's mark-up);
  - 3.5. where the quote or estimate is to be given to the Law Firm's client, the Law Firm's proposed mark-up;
  - 3.6. any required or proposed timescale within which the Consultant is to complete the Services or the several parts of the Services;
  - 3.7. any other relevant matters.
4. The Consultant when giving a Fee Proposal shall state:
  - 4.1. the Services;
  - 4.2. whether the Fee Proposal is a quote or an estimate;
  - 4.3. if necessary, whether the quote or estimate is net or gross (as explained in paragraph 3.4);
  - 4.4. a quote for or estimate of the Fee for the Services and for each relevant part of the Services;
- 4.5. a quote for or estimate of the disbursements and expenses;
- 4.6. the timescale within which the Consultant will endeavour to complete the whole or each relevant part of the Services;
- 4.7. when the Consultant may invoice the Law Firm for the whole or each part of the Fee;
- 4.8. any other relevant matters.
5. The Consultant shall endeavour to give fixed price quotes wherever practicable, but may give estimates where fixed prices would be impracticable or inadvisable.
6. The Law Firm shall as soon as practicable after receiving the Consultant's invoice render an equivalent invoice to its client.
7. Unless otherwise agreed, or stated in the Fee Proposal, the Consultant's invoices shall be payable within the earlier of –
  - 7.1. one week after the Law Firm receives payment from its client of its own invoice; or
  - 7.2. 6 weeks after the date of the Consultant's invoice.<sup>1</sup>
8. The Consultant shall endeavour to avoid quoting an hourly rate except where a fixed price quote or an estimate would be impracticable or inadvisable (e.g. for additional work or for advice given on a retainer or ad hoc basis).
9. Where the Law Firm asks the Consultant to provide the Services in the absence of a fixed price quote, an estimate or a quote of an hourly rate, the Fee shall be a rate of £500 per half-day (equivalent to £250 per quarter-day) or such other sum as the parties may agree generally or ad hoc.

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<sup>1</sup> It is important to emphasise that the Law Firm's agreement with the Consultant is not a "pay when paid" arrangement, and that the Consultant is entitled to be paid whether or not – and whenever – the Law Firm recovers the equivalent sum from its own client. However, the timescales in paragraph 7 recognise the realities and endeavour to achieve a reasonable compromise between the Consultant's need to be paid and the Law Firm's need to recover the payment from its client, preferably in advance.