



Ian Randall LLB (Hons) LLM

Attorney & Counsellor at Law (NY)

Clear ADR: Accredited Civil & Commercial Mediator

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**DETAILS**

To:

Of:

E:

T:

NB:

Date:

**A: APPOINTMENT**

1. I am writing to set out the terms on which Ian Randall (Attorney & Counsellor at Law (NY)) (The Advisor) has been engaged in relation to the services defined in Appendix 1.

**B: THE ENGAGEMENT**

2. The advisor will carry out the services described in the Appendix to this letter.
3. The Client has agreed with the Advisor the basis for fee which is **[Define Fee or Refer to Conditional Fee Agreement]**, and this is to be paid via bank transfer, as per the attached invoice.

## **C: PARTIES RESPONSABILITIES**

### **4. ADVISOR**

- As advisor I must always act in your best interests in preparing the advice, and guidance, subject to my duty to the courts and tribunals.
- As advisor I must explain the risks and benefits of engaging in any business transaction or taking any legal action or making any application to the Courts, or Tribunals setting out the basis of the concerns and the effect of the law on the proposed action, whilst giving you clear advice on any proposed application.
- All documents are to be prepared with reasonable skill and care taking account of the latest law and best practice

### **5. CLIENT**

- You must give me clear instructions which allow me to do the work properly.
- You must not ask me to work in an improper or unreasonable way.
- You must not deliberately mislead me
- You must co-operate with me when asked
- You must where appropriate immediately pay the fee (s) or any Disbursements (as provided and instructed by the Advisor) on instructions or as agreed between the parties.

## **D: CONFIDENTIALITY**

6. Advice, whether written or oral, rendered by the advisor to the Client in connection with the Engagement may not, save as required by law, be disclosed without the prior written approval of the Advisor to any third party, other than to employees or potential employees of the Client and any professional advisors of the Client who are concerned with the Engagement.
7. The Advisor will observe client confidentiality at all times and will make such internal arrangements as may be necessary to preserve the confidentiality of confidential information belonging to the Client in the Advisor's possession.

## **E: TERMINATION**

8. This engagement shall terminate on the completion of the works defined in Appendix 1, or under written notice from the Client or Advisor, setting out the reasons for the termination of the agreement.
9. The Consumer Rights detailed below in clause 11 will apply if the engagement was with a consumer.

10. Any dispute is to be settled as per the dispute clause set out below.

**F: CONSUMER RIGHTS**

11. Where this agreement concerns a consumer, (e.g. an individual who buys products or services for personal use and not for manufacture or resale) the following applies:

**RIGHT TO CANCEL**

- (i) You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day of the conclusion of the contract. (date the contract is signed)
- (ii) To exercise the right to cancel, you must inform Ian Randall of 6 Windsor Road; Normoss; Blackpool; FY3 7SQ; email: [ian@owllegal.org](mailto:ian@owllegal.org); Mob: 07399 055 548 of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, or e-mail). You may use the attached model cancellation form, but it is not obligatory.

(See appendix 2 & 3)

- (iii) To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

**EFFECTS OF CANCELLATION**

- (iv) If you cancel this contract during the cancellation period, we will reimburse to you all payments received from you.
- (v) We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.
- (vi) We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.
- (vii) If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until

you have communicated to us your cancellation from this contract, in comparison with the full coverage of the contract.

**G: MISCELLANEOUS**

12. This Agreement is personal to the parties and neither party may assign or sub-license any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder, except with the written consent of the other party.
13. This 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.
14. The adviser's liability under or in connection with this Agreement shall be limited to £ 100,000 for each and every claim arising out of the same originating cause or source. This limit shall apply however that liability arises, including without limitation, a liability arising by breach of contract, arising by tort (including, the tort of negligence) or arising by breach of statutory duty. Provided that this clause 14 shall not exclude or limit the adviser's liability for fraud or fraudulent misrepresentation
15. Each party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty or other provisions except as expressly provided in this Agreement.
16. **Dispute resolution**

If a dispute arises under this Agreement which cannot be resolved by negotiations between the parties or by their appointed representatives:

- the parties shall give serious consideration to a request made by the other party to refer the matter to mediation.
- Either party may at any time refer the matter to arbitration in accordance with 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.



## **APPENDIX 1**

The Advisor is to provide the following service to the Client,

## **BACKGROUND**

## **SERVICES**

**APPENDIX 2**

INSTRUCTION TO COMMENCE CONTRACT WITHIN CANCELLATION PERIOD

I \_\_\_\_\_ of \_\_\_\_\_

Hereby request immediate performance of the service contract I am entering with Ian Randall of 6 Windsor Road; Normoss; Blackpool; FY3 7SQ dated \_\_\_\_\_ and I acknowledge that I will lose my right of withdrawal from the contract once the service contract is commenced and I will be liable to pay the fees as agreed.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX 3**

CONSUMER CONTRACTS REGULATIONS 2013 CANCELLATION NOTICE

To: Ian Randall  
6 Windsor Road  
Normoss  
Blackpool  
FY3 7SQ

Date: \_\_\_\_\_

I \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ hereby give notice that I wish to cancel my  
contract with you for the supply of services dated \_\_\_\_\_

Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_