

LMC Law Limited
Standard Terms and Conditions
HR and Employment Indemnity Package

AGREEMENT

1. Definitions

1.1. Except to the extent expressly provided otherwise, in this Agreement:

- (a) **"Agreement"** means these terms and conditions as amended from time to time;
- (b) **"Client"** means the party to whom Services are provided
- (c) **"Fee"** means the amount agreed for the provision of Services;
- (d) **"LMC Law"** means LMC Law Limited or, where applicable, its duly authorised agent(s);
- (e) **"Services"** means the HR and employment indemnity services agreed with the Client, as summarised in Schedule 1 to this Agreement.

2. Services

- 2.1. LMC Law shall provide the Services to the Client.
- 2.2. LMC Law shall use reasonable endeavours to provide the Services in a timely manner.

3. Fee

- 3.1. The Client shall pay the Fee in accordance with this Agreement.
- 3.2. LMC Law is VAT registered (VAT registration number 204 6116 50).
- 3.3. The Fee does not include reasonable travel and /or hotel accommodation expenses which shall be separately agreed with the Client.
- 3.4. LMC Law as the provider of the Services, and/or AXA as provider of the employment indemnity insurance, reserve the right to increase the Fee where, in the reasonable opinion of LMC Law and/or AXA, as appropriate, the Client represents a significant risk and/or is likely to be a disproportionate user of the Services.

3.5. In the event of the Client merging with another practice, the Client must immediately notify LMC Law. LMC Law and/or AXA, as appropriate, reserve the right to increase the Fee and/or the insurance premium payable.

4. Payments

4.1. LMC Law shall, through Lucas, Fettes and Partners, insurance brokers, issue an invoice for the Fee to the Client.

4.2. The Client must pay the Fee within the period of 14 days following the issue of an invoice.

4.3. The Client must pay the Fee by bank transfer or cheque, using such payment details as notified to the Client from time to time.

4.4. If the Client does not pay any amount properly due under this Agreement, LMC Law may:

4.4.1. charge the Client interest on the overdue amount at the rate of 8% per annum above the Bank of England base rate from time to time (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month); or

4.4.2. claim interest and statutory compensation from the Client pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

4.4.3. discontinue the provision of the Services and charge the Client such fee as it deems reasonable having regard to any work which it may have undertaken.

5. Warranties

5.1. LMC Law warrants to the Client that:

5.1.1. LMC Law has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement;

5.1.2. LMC Law will provide the Services with reasonable care and skill and to the high standard expected of a competent HR consultancy.

5.2. All of the parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into the Agreement or any related contract.

6. Limitations and exclusions of liability

6.1. Nothing in this Agreement will:

6.1.1. limit or exclude any liability for death or personal injury resulting from negligence;

6.1.2. limit or exclude any liability for fraud or fraudulent misrepresentation;

6.2. The limitations and exclusions of liability set out in this Clause 6 and elsewhere in this Agreement:

6.2.1. are subject to Clause 6.1.1 and 6.1.2; and

6.2.2. govern all liabilities arising under the Agreement or relating to the provision of Services, including any liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in the Agreement.

6.3. LMC Law shall not be liable to the Client in respect of any loss of profits or anticipated savings.

6.4. LMC Law shall not be liable to the Client in respect of any loss of revenue or income.

6.5. LMC Law shall not be liable to the Client in respect of any loss of use or production.

6.6. LMC Law shall not be liable to the Client in respect of any loss of business, contracts or opportunities.

6.7. LMC Law shall not be liable to the Client in respect of any loss or corruption of any data, database or software.

6.8. LMC Law shall not be liable to the Client in respect of any special, indirect or consequential loss or damage.

6.9. LMC Law shall not be liable to the Client in respect of any loss or damage, howsoever arising, which arises as a consequence of the Client providing inaccurate, misleading or negligent information and/or instructions to LMC Law.

6.10. In any event, LMC Law's maximum liability to the Client shall be limited to £50,000, in aggregate, in connection with the provision of all Services under this Agreement.

7. Duration

7.1. LMC Law shall save as provided elsewhere in this Agreement provide the Services to the Client for a period of 12 months.

7.2. On the expiry of the 12 month period provided for in 7.1 (above), LMC Law shall invite the Client to enter into a new 12 month agreement.

7.3. For the avoidance of doubt, the Client is under no obligation to enter into the new 12 month agreement as provided for in 7.2 (above).

7.4. Should the Client enter into a new 12 month agreement then the terms and conditions of this Agreement shall, unless otherwise agreed, continue to apply.

8. Termination

8.1. Either party may terminate this Agreement immediately by giving written notice of termination to the other party if the other party commits a material breach of this Agreement. A material breach includes, but is not limited to, the Client providing inaccurate, misleading, or negligent information and/or instructions to LMC Law.

8.2. Either party may terminate this Agreement immediately by giving written notice of termination to the other party if:

8.2.1. the other party:

- (i) is dissolved;
- (ii) ceases to conduct all (or substantially all) of its business;
- (iii) is or becomes unable to pay its debts as they fall due;
- (iv) is or becomes insolvent or is declared insolvent; or
- (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;

8.2.2. an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;

8.2.3. an order is made for the winding up of the other party, or the other party passes a resolution for its winding up;

8.2.4. that other party is an individual:

- (i) that other party dies;
- (ii) as a result of illness or incapacity, that other party becomes incapable of managing his or her own affairs; or
- (iii) that other party is the subject of a bankruptcy petition or order.

8.3. In the event of termination, it is agreed that there shall be no refund of the Fee either in whole or in part.

9. Effects of Termination

9.1. The termination of this Agreement shall not affect the accrued rights of either party.

10. Subcontracting

10.1. LMC Law may, where it considers appropriate, subcontract any or all of its obligations under this Agreement, including, without limitation, to Lucas, Fettes and Partners for the purposes of administering any of the Services.

10.2. LMC Law shall remain responsible to the Client for the performance of any subcontracted obligations.

11. Conflicts

- 11.1. In the event that LMC Law reasonably believes it is or may, in its opinion, be conflicted then, upon consultation and agreement with the Client, LMC Law shall either;
 - 11.1.1. Cease to provide the Services;
 - 11.1.2. Continue to provide the Services with the agreement of all parties concerned;
 - 11.1.3. Use its best endeavours to refer the matter to a suitable alternative provider on the terms and conditions set out in this Agreement.

12. Confidentiality

- 12.1. LMC Law shall maintain the confidentiality of the information passed to it from the Client, including the contents of this Agreement unless;
 - 12.1.1. The information is already in the public domain;
 - 12.1.2. Disclosure is required by a court or other competent authority including, without limitation, any regulatory or professional body;
 - 12.1.3. Both parties agree to the disclosure of the information.

13. Complaints

- 13.1. In the event of the Client having a complaint about the provision of the Services, the Client must promptly raise the complaint in writing by sending an email to LMC Law at ClairePye@lmclaw.co.uk.
- 13.2. LMC Law shall use all reasonable endeavours to;
 - 13.2.1. Acknowledge receipt of the complaint within 48 hours of receipt, and;
 - 13.2.2. Provide the Client with a substantive response within 7 working days of the date of acknowledgement.
- 13.3. LMC Law reserves the right, at its discretion, to vary the process as set out above, including the right to appoint an alternative member of the LMC Law team to deal with a complaint.

14. Status

- 14.1. LMC Law shall provide the Services to the Client in accordance with the terms of this Agreement.
- 14.2. LMC Law is a HR consultancy specialising in the provision of HR advice to the healthcare sector.

- 14.3. For the avoidance of any doubt, LMC Law is not, and does not hold itself out to be, a law firm. As such, LMC Law is not regulated by either the Bar Standards Board or the Solicitors Regulation Authority and there is no right of complaint to the Legal Services Ombudsman. Save where expressly notified to the Client, our lawyers are not, and do not hold themselves out to be, practising solicitors or barristers. However, all of our lawyers are subject to certain, continuing, professional obligations as required by their respective professional bodies. These duties include, by way of illustration only, the duty, to the Client, to act in the Client's best interests, to maintain the confidentiality of the Client's affairs and to act with honesty, integrity and independence.
- 14.4. LMC Law has appropriate professional indemnity insurance in place in respect of claims arising from the provision of the Services. A copy of the policy is available on request from Claire Pye, Client Manager, LMC Law.

15. General

- 15.1. No breach of any provision of this Agreement shall be waived except with the express written consent of the party not in breach.
- 15.2. If any provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of the Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).
- 15.3. This Agreement may not be varied except by a written document signed by or on behalf of each of the parties.
- 15.4. Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this Agreement.
- 15.5. This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.
- 15.6. This Agreement shall constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.
- 15.7. This Agreement shall be governed by and construed in accordance with English law.
- 15.8. The courts of England shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

LMC LAW LIMITED JANUARY 2017

LMC Law is a company incorporated in England and Wales (08977566) having its registered office at 52 High Street, Harrow, Middlesex, HA1 3LL.

SCHEDULE 1

SUMMARY OF THE SERVICES

This summary must be read in conjunction with, and is subject to, the Agreement and the terms and conditions of the employment indemnity insurance provided by AXA.

The Service is only available to the medical profession and is run by healthcare experts in employment law. Your issues will be dealt with by an appropriately qualified and dedicated member of the LMC Law team backed, where it is necessary to do so, by employment lawyers.

Key features of the Service: -

- A dedicated employment & HR support helpline;
- Employment policies;
- Employment contracts;
- Negotiation of settlement agreements and the provision of the agreement itself;
- Employment indemnity insurance cover for employment tribunal claims of up to £250,000 per claim.

As noted, the employment indemnity insurance is provided by AXA. Full details will have been sent to the Client on entering into the agreement with LMC Law, for the provision of the Services. Clients are asked to read and familiarise themselves with the policy terms and conditions.

The employment and HR support helpline is staffed by HR consultants and is available on normal, working days (excluding public and bank holidays), Monday-Friday, 9am to 5pm.

The helpline number will be provided to the Client upon successful application.

On contacting the helpline, the Client will be asked to give their name, the relevant business name/address and the AXA policy number.

Please note, the Services will be provided by LMC Law and any relevant insurance services will be provided by Lucas Fettes and Partners. The employment indemnity policy will be underwritten by AXA Insurance Ltd.

LMC Law is an introducer appointed representative of Lucas Fettes and Partners Ltd which is an independent insurance intermediary authorised and regulated by the Financial Conduct Authority.