

SUMER LAW
TERMS OF BUSINESS

CONTENTS

CLAUSE

1. These terms and how we can change them.....	1
2. Consumers' cancellation rights	1
3. Our services	1
4. What you agree to do.....	2
5. Our communications with you	2
6. Our fees, disbursements and expenses	3
7. Our invoices.....	4
8. How we limit our liability to you	5
9. How you and we can terminate our agreement	6
10. How you can use our advice and how we handle your documents.....	6
11. Our legal status, how we are regulated and our insurance	6
12. Complaints and other concerns.....	8
13. Confidentiality	8
14. Data protection.....	8
15. Anti-money laundering and financial crime procedures	10
16. Other important terms	10

1. These terms and how we can change them

- 1.1 Our agreement with you.** These terms, together with our engagement letter to you, form our agreement with you to provide legal services. These terms apply to each matter we work on with you. If there is a conflict between these terms and our engagement letter, these terms will prevail, unless the engagement letter expressly overrides them.
- 1.2 Changes to these terms.** We can change these terms in response to legal, regulatory and technological changes, and we may increase our hourly rates as explained in paragraph 6.2. If we do so, we'll notify you and you can contact us to terminate our instructions before the changes take effect.

2. Consumers' cancellation rights

- 2.1 Consumers may have a right to cancel.** If you are an individual who is not instructing us in connection with your business, you may have a legal right to cancel our agreement with you and receive a refund of any sums you have paid us in advance. You are likely to have these rights if we take instructions from you outside of our offices or at a distance, for example online or over the telephone. Your right to cancel expires 14 days after our agreement is made and if you request us to start work during that period you will have to pay us for any work we do up until you cancel. Work which we start at your request during the cancellation period cannot be cancelled once completed, even if the cancellation period is still running.

3. Our services

- 3.1 Matters outside the scope of our instructions.** We only advise on matters within the scope of our instructions, as set out in our engagement letter. Unless your engagement letter clearly says otherwise, we will not advise you on the financial or tax aspects of any matter, or on your wider tax or financial interests, on the law of jurisdictions outside of England and Wales, or on accounting and commercial issues (including on the viability and prudence of this matter), even if a relevant issue arises during the course of our work together. You may wish to seek separate specialist advice on these matters.
- 3.2 Only you can rely on our advice.** Our advice is intended solely for you. We do not accept or assume responsibility to anyone other than the clients identified in our engagement letter. Unless we agree otherwise in writing, you must not share our advice with anyone else.
- 3.3 Third party service providers.** We may instruct third parties to provide services to you. Where appropriate we may instruct these third parties as your agent, so that you contract with them directly. However the third parties are instructed, you are responsible for the sums charged by third parties and their services are provided to you on their terms. We use reasonable skill and care in selecting and appointing third parties and provided that we do so, we are not responsible for the services the third parties provide.

3.4 **We're not responsible for delays outside our control.** If our services to you are delayed by an event outside our control, we contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but you always have rights to terminate your instructions, see paragraph 9.

3.5 Unless specifically agreed otherwise, we do not provide tax or environmental law advice.

3.6 **In the event of subscription and bundle services, you agree that the terms of the annex to these Terms of Business entitled "Subscription and Bundle Services Annex" shall apply.**

4. **What you agree to do**

4.1 You agree to:

- (a) Provide us with clear, timely and consistent instructions, and respond fully, frankly and quickly to our requests for information and co-operate with us and those we instruct on your behalf. The information you give us must be full and accurate, to the best of your knowledge and belief. We don't verify the information you give us, unless we have expressly agreed to do so.
- (b) Tell us straight away if your contact details change.
- (c) **Take reasonable steps to properly secure your communications with us.** This includes protecting the email and computer systems used for your matter. This is important to protect your rights and funds.
- (d) **Respect our regulatory restrictions.** If we tell you that we can't do something for you because doing it would breach our legal, professional or regulatory duties then you must respect this.
- (e) **Pay money on account and our invoices.** You must provide us with any required sums on account of costs (see paragraph 6.5), and pay our invoices in accordance with these terms, (see paragraph 7).
- (f) **Verify any change of our payment details received by email.** If you are told about any change of our bank details by email, then even if it appears to come from our firm, you must call us on a number you have used with us previously immediately to check the email is genuine.

5. **Our communications with you**

5.1 **Risks of email correspondence.** For convenience and speed, we will correspond with you by email and rely on communications coming from your email account. However, email is inherently insecure. We are not responsible for loss or damage caused by email use, provided we have taken reasonable security measures, including against viruses or similar harmful items. You can ask us not to use email other than for invoicing, which will always be via email. In any event, we will not accept any emailed instructions from you to alter your banking details or instructions on where money should be sent without separately verifying the instructions with you.

- 5.2 **Blocked emails.** Our filtering software may prevent us receiving emails from you or in relation to your matter and we are not responsible to you for losses resulting from this.
- 5.3 **Opening hours.** We are normally open between 9.00 am and 5.00 pm Monday to Friday, except for bank holidays. Our staff may sometimes respond to communications and work outside of our normal office hours, but this is at our discretion and we ask you to respect that there will be times when we are not available.
- 5.4 **Who we can give advice to and whose instructions we can act on.** We may give advice and information to, and act on instructions from, any of the individuals to whom our engagement letter is addressed without the need to copy such advice to, or to confirm such instructions with, the other(s). You can let us know in writing that we are authorised to deal with someone else on your behalf in this way. For organisations, rather than individuals, we can ask for a formal resolution confirming who can instruct us.
- 5.5 **We can adjust to your communications needs.** As a firm, we wish to support and promote equality and diversity. If it would assist you for our services to be delivered in a different way, please let us know and we will investigate how we can assist.
6. **Our fees, disbursements and expenses**
- 6.1 **How we calculate our fees is set out in our engagement letter.** Our fees for our services are calculated either on the basis of time spent and/or on a fixed, capped basis and may be staged, as set out in our engagement letter.
- 6.2 **Fees on a time spent basis.** If our fees are calculated on a time spent basis:
- (a) **Six-minute units.** We calculate the time spent by us in six-minute units (an hour is broken down into ten units, each of six minutes) and charge it at the hourly rate for the person doing the work. Where a task (such as writing a short or standard letter or email or making a phone call) takes less than six minutes of a person's time, the time spent is rounded up to six minutes.
 - (b) **Increases in hourly rates.** We may increase our hourly rates, for example at the start of a new year. We may also increase our rates if your instructions change, for example if the matter we are working on for you becomes more urgent. We give you advance notice of any increases.
 - (c) **Estimates are not binding.** Any estimate of the total charges (fees, disbursements and expenses) for dealing with your matter are not binding. We may update estimates as a matter progresses and you must pay all our charges even if they exceed any estimate.
- 6.3 **Fixed and capped fees.** If we have agreed a fixed or capped fee with you:
- (a) **Changes in assumptions.** If the assumptions on which the fixed or capped fee are based (as set out in our engagement letter) prove incorrect we may increase our fixed or capped fee or switch to charging you on a time-spent basis. If we switch to charging on a time-spent basis, we will provide you with an estimate of our fees to complete the matter.

- (b) **What we can charge if you terminate our instructions (or we stop acting for you).** If you terminate our instructions (other than because we are at fault) we can charge you the full fixed fee unless you are an individual who is not instructing us in connection with your business (a consumer) in which case we will charge you on a time spent basis for the work we have done prior to termination, if this is less. The same rules apply if we stop acting for you for a reason set out in paragraph 9.

6.4 **Disbursements, expenses and VAT.** All hourly rates, estimates, fixed, capped or staged fees we quote to you are exclusive of the following, which you must pay in addition:

- (a) **Disbursements.** We may instruct third parties to provide services to you or we may pay official fees on your behalf. You will be responsible for associated charges and costs (disbursements). Your engagement letter will, where appropriate, include an estimate of disbursements.
- (b) **Expenses.** In addition to our fees, we charge you our expenses which may include (without limitation) the costs of travel, document production (scanning, photocopying, binding), and payment transfers.
- (c) **VAT.** VAT on our fees and, where applicable, on disbursements and expenses, unless expressly stated otherwise. VAT is currently chargeable at 20%.

6.5 **Payments on account.** We normally hold some money from you as security against non-payment of our charges (fees, disbursements and expenses) until a matter is concluded. We can require you to pay an appropriate amount on account before we start work and to top it up from time to time. We are not obliged to use such money to pay our bills, but we can do so.

7. **Our invoices**

7.1 **When we invoice you.** We invoice you regularly and on completion of your matter or at the intervals indicated in your engagement letter. We may raise an interim invoice.

7.2 **We can invoice disbursements and expenses at any time.** We can invoice you for disbursements and expenses for any period at any time, even after we have invoiced our fees for that period.

7.3 **Payment is due on receipt and we charge interest on late payments.** Our bills are payable when you receive them. We charge interest on unpaid bills at a rate of 8% above the Bank of England's base rate. Interest will begin to run before securing judgment.

7.4 **You are responsible for our charges, even if you have third party funding.** Even if someone else has agreed or been ordered to pay our charges (fees, disbursements and expenses), or you expect this to happen, you are still responsible for paying us.

7.5 **Multiple clients are jointly and severally liable for our bills.** If we are instructed by more than one person, then we can require any of those persons to pay our bills in full (joint and several liability).

- 7.6 **How to complain about our bills.** To complain about an invoice, please follow our complaints procedure (see *paragraph 13*).
8. **How we limit our liability to you**
- 8.1 **Liabilities not excluded.** Nothing in these terms limits any liability which cannot legally be limited, including without limitation liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation. Where you are an individual who is not instructing us in connection with your business (a consumer) and the matter is contentious (it involves a dispute with a third party), we do not exclude our liability to you for our negligence.
- 8.2 **Exclusion of indirect and consequential loss (business customers only).** Subject to paragraph 8.1, if you are a business, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty or otherwise, arising under or in connection with this agreement for any indirect or consequential loss.
- 8.3 **Losses we are not liable for.** Subject to paragraph 8.1, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty or otherwise, arising under or in connection with this agreement for any loss arising as a result of:
- (a) our complying with our legal and regulatory duties, such as delays or disclosures arising in the context of compliance with any applicable anti-money laundering legislation;
 - (b) errors or defects in third party services instructed by us on your behalf or used by us in the provision of services to you, provided we use reasonable skill and care in selecting and appointing those third parties (see paragraph 3.3);
 - (c) circumstances beyond our reasonable control (see paragraph 3.4); or
 - (d) loss or damage caused by email use, provided we have taken reasonable security measures (see paragraph 5.1).
- 8.4 **Limits on our liability where other advisers are also responsible.** Subject to paragraph 8.1, our liability to you shall be reduced to the extent we can prove that you would have been able to recover a contribution pursuant to the Civil Liability (Contribution) Act 1978 from another adviser on the same matter. That contribution shall be assessed on the basis that the advisers contracted with you on broadly the same terms as we have, did not exclude or limit their liability to you, and were able to pay the sums due to you in full.
- 8.5 **Caps on our liability.** Our maximum liability to you (whether for negligence, breach of contract or otherwise) in respect of any claim, or series of claims arising from the same act or omission, shall not exceed £1,000,000. Where we are providing agreed services to more than one person or organisation, then any limit on liability pursuant to this clause and the engagement terms will be apportioned amongst each of the persons to whom we provide such agreed services.
- 8.6 **No claims against our staff.** Services are provided by our staff for and on behalf of our law firm. Our staff do not assume any personal responsibility to our clients in relation to work carried out under these terms and any personal liability of any member of staff is therefore excluded. Any claims against

our firm should be brought against the firm as a partnership. You agree not to bring any claim (including in negligence) against any employee or member of our staff including principals (that is partners, members or directors) as individuals in their personal capacity in connection with any loss or damage suffered in connection with our services. If you do bring a claim against any of our staff, they can rely on our agreement, including its limitations of liability.

9. How you and we can terminate our agreement

9.1 You and we can terminate this agreement. You may terminate your instructions to us at any time by telling us in writing. We can also stop acting for you, if we have reasonable grounds to do so, for example because you have broken our agreement by not giving us timely instructions or paying our invoices on time. We can also stop acting for you if the solicitor-client relationship of trust and confidence has broken down, if we discover a conflict of interest, if to proceed would otherwise be contrary to legal or regulatory duties, if the risk profile for your case has significantly changed or if you experience an insolvency event. We will write to you explaining our decision, giving you as much notice as possible.

9.2 Payments on termination. If you terminate your instructions or we stop acting for you, you must pay our charges (fees, disbursements and expenses) incurred up to the point of termination, as well as any charges we incur after termination, for example in transferring your file to another adviser or removing ourselves from the court record.

9.3 We can retain your documents until you pay. If you do not pay our invoices on time, we can retain documents, deeds and other items relating to any matter we are working on for you until you have done so (subject to such information that may be available to you under data protection laws). This is called exercising a lien over the items.

10. How you can use our advice and how we handle your documents

10.1 Intellectual property rights. We retain all intellectual property rights in the advice which we provide and the documents which we prepare, but permit you to make use of such work for the purposes of your particular matter only.

10.2 Treatment of your documents on completion. When your matter completes or we stop acting for you, unless you request the return of any documents you have supplied to us, we will retain them for as long as we deem necessary for legal and regulatory reasons and then destroy them.

11. Our legal status, how we are regulated and our insurance

11.1 Our legal status and VAT details. We are a private limited company registered in England and Wales with company number 15404253. Our registered office is at The Beehive, Beehive Ring Road, London Gatwick Airport, London, United Kingdom, RH6 0PA. We may from time to time use the word "partner" to refer to a senior staff member but this does not mean that they are necessarily a partner or a director of the company. Our VAT number is 438828749.

11.2 How we are regulated.

- (a) We are not authorised by the Solicitors Regulation Authority (**SRA**) to provide “reserved” legal services as defined under the Legal Services Act 2007. Reserved legal services encompass specific activities within the legal profession such as advocacy, litigation, conveyancing, probate, and certain other activities that are exclusively reserved for solicitors.
- (b) Conversely, “unreserved” legal services, which we are able to offer, encompass a broader range of legal activities that do not fall within the scope of reserved activities. These include general legal advice, drafting, contract review, legal research, and other non-contentious legal work within practice areas such as corporate/commercial and employment law.
- (c) Although we cannot offer reserved legal services, the solicitors employed by our firm are (save where otherwise stated in their email signature) individually regulated by the SRA. They are subject to the obligations and standards imposed upon them by that regulator, ensuring that they adhere to the highest professional and ethical standards in the legal profession.

11.3 Transparency regarding our regulatory status. As an unregulated organisation, we are committed to providing clear and accurate information to our clients regarding our regulatory status. In accordance with the guidance provided by the SRA for unregulated organisations we ensure that:

- (a) Notification of regulatory status: Our clients are informed, in writing, that we are not regulated by the SRA and therefore cannot offer reserved legal services. We make this information readily available to clients at the outset of our engagement and provide them with opportunities to seek clarification if needed.
- (b) Access to redress mechanisms: We make it clear to our clients that, by engaging us, they will not have access to certain redress mechanisms available to clients of regulated firms. Specifically, clients will not have access to the SRA Compensation Fund or the services of the Legal Ombudsman for resolving complaints.
- (c) Implications of using unregulated services: It's important for our clients to understand the potential implications of using the services of an unregulated organisation. While we strive to provide high-quality legal services, there are certain protections and safeguards that may not be available when engaging an unregulated firm. These implications include less regulatory oversight of our practices, and potentially fewer avenues for recourse in case of dissatisfaction with our services. We encourage our clients to carefully consider these factors when deciding whether to engage our firm for their legal needs.
- (d) Transparency and informed decision-making: We are committed to maintaining transparency regarding our regulatory status and the implications of using our services. We provide our clients with comprehensive information to enable them to make informed decisions about their legal representation. This includes disclosing any potential limitations or risks associated with engaging an unregulated firm and offering guidance on how to mitigate these risks.

11.4 How we are insured. We maintain professional indemnity insurance to protect clients in the unlikely event of a mistake being made in a case. Contact details and details of the territorial coverage for our professional indemnity insurers are available on request from the individual handling your case.

12. Complaints and other concerns

- 12.1 Our complaints process.** We hope that you are happy with the service we provide. If at any stage you have concerns or wish to make a complaint, inform the person handling your matter straight away about the nature of your concern. If the person handling your matter cannot promptly resolve your concerns, then it will be dealt with as a formal complaint under our complaints policy. This process involves an investigation of the concerns by a senior member of our firm. We will then write to you within eight weeks setting out our final response to the complaint.
- 12.2 Alternative dispute resolution.** Alternative dispute resolution bodies such as Ombudsman Services, ProMediate and Small Claims Mediation can deal with complaints about legal services. If we agree to use such a scheme, we will inform you when notifying you of our final response to your complaint.
- 12.3 Reporting professional misconduct to the SRA.** The Legal Ombudsman deals with concerns about the level of service which a client has received. Clients can report suspected professional misconduct to the SRA. Examples of professional misconduct include dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic. You can find out how to do this at www.sra.org.uk/consumers/problems. While you have the right to escalate complaints about the conduct of our individual solicitors to the Legal Ombudsman, it should be noted that complaints regarding Sumer Law itself as an entity cannot be referred to the Ombudsman. Any grievances or concerns about us should be addressed directly with the firm. The Legal Ombudsman's jurisdiction extends only to complaints about the conduct of individual solicitors providing legal services under the umbrella of Sumer Law.

13. Confidentiality

- 13.1 When we may use and disclose your confidential information.** We will keep confidential information we obtain through our services confidential but we reserve the right to use and disclose it to:
- (a) deliver those services, which may include storing confidential information on our computers, in our email and in the cloud;
 - (b) comply with the law, including by performing conflicts of interest checks for new cases against a list of current and former clients, reporting suspicious activity to the National Crime Agency if we suspect money laundering and responding to freedom of information requests; and
 - (c) comply with requests by regulators and other competent authorities, such as audits by the SRA.

14. Data protection

- 14.1 Our privacy policy.** For information about how we deal with your personal information, see our privacy policy.

- 14.2 In some cases, we may hold more sensitive information about an individual such as about health. This may be necessary to pursue your legal matter. We are permitted to use such information to provide legal advice to you or in connection with equality legislation.
- 14.3 You can withdraw consent to your information being used in a particular way, but this may limit what more we can do for you (if anything).
- 14.4 As a client we may in the future send you a newsletter or similar. We find that most clients find this helpful. We rely on the legitimate interest we have in maintaining contact with former clients to do this in compliance with data protection law and your agreement for the purposes of the Privacy and Electronic Communications Regulations 2003 (which can be implied under these regulations). However, we will never share your information with third parties to market to you and will not contact you about non-legal services. We will make it quick and easy for you to opt out of future communications in every communication we send. If you already know that you do not want to receive these messages then you can opt out now by emailing us.
- 14.5 Your information may be kept on computer servers within the UK. If at any point information is stored on computer servers outside of the UK or the EU, we will have selected countries which are either approved for this purpose under relevant data protection legislation or are located where we are happy that the safeguards in place in that country to protect your information are appropriate under such legislation.
- 14.6 Generally speaking we will not share your information with third parties unless this is part of the work on your legal matter. For example, lawyers frequently may need to send certain information about clients to other lawyers working on the matter, to court or to government bodies. In rare circumstances we sometimes need to make reports of suspicious activity to the National Crime Agency. We also work with some trusted contractors or consultants who may have access to your information, such as service providers or copiers. All contractors have a contract with us which requires that your information be accessed appropriately and kept confidential (among other data protection requirements). Similarly, we may occasionally need to share client matter information with our professional indemnity insurers and their advisers. If you instruct us jointly with another client then it will be necessary to share certain information relevant to you with the corresponding joint client in order to fulfil your instructions to us.
- 14.7 While we reserve the right to destroy non-original material at any time after the conclusion of your matter, we generally retain files for a period of seven years after payment of the final bill and destroy them thereafter. At the end of a case, original documents (if any) will be returned to you but, if we both agree, we may retain certain originals for a longer time period. We will also always keep a small amount of information after file closure to do conflicts of interest searches in the future to comply with our professional duties.
- 14.8 Our general contact details are set out in our covering letter. Contact this individual if you want to exercise one of your data protection rights and in particular if you:
- (a) wish to complain about how your personal data is being used; or

(b) wish to request that our records about your personal information be corrected or deleted.

14.9 If you have a complaint about how your personal information is being used which we have not been able to address you may also be able to make a complaint to the Information Commissioner's Office (ICO) directly. You can learn more about the ICO and personal data rights from the ICO's website www.ico.org.uk.

15. Anti-money laundering and financial crime procedures

15.1 **How we verify your identity and check your credit rating.** As a firm of solicitors, we must comply with different legal and regulatory requirements aimed at preventing crime. You agree to co-operate with us in order to verify your identity, your business structure, organisation history and sources of income and other matters relevant to discharging our legal and professional duties in this respect. This may include attending our offices with identification and other documentation for verification, but could also involve disclosure of more personal information such as bank statements and evidence of income. If it is not possible to attend our offices, lawful alternatives will be considered with you. We may check your credit rating.

15.2 **Reports to the National Crime Agency.** If we have to report information about you or your matter to the National Crime Agency we may be prevented by law from informing you of this fact. If this happens we can stop work on your matter and withhold your money without notice or explanation to you, until the issue is resolved.

16. Other important terms

16.1 **Nobody else has any rights under this contract, except our staff.** This contract is between you and us. Other than our staff (see paragraph 9.6), nobody else has rights under it or can enforce it. Neither of us will need to ask anybody else to sign-off on ending or changing it.

16.2 **If a court invalidates some of this contract, the rest of it will still apply.** If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

16.3 **These terms are governed by English law and you can bring claims against us in the English courts.** These terms are governed by English law and you can bring claims against us in the English courts. If you live in Scotland, you can bring claims in either the Scottish or the English courts. If you live in Northern Ireland, you can bring claims in either the Northern Irish or the English courts.

SUMER LAW
SUBSCRIPTION AND BUNDLE SERVICES ANNEX

1. **Introduction to the Subscription and Bundle Services Annex.** Where the Company is providing subscription and / or bundle services the terms of this Annex shall apply. In the event of a conflict between the Terms of Business and this Annex, the terms of this Annex shall apply.

2. **Introduction to the Subscription and Bundle Services.**

2.1. **Legal Partner Subscription:** A monthly subscription providing ongoing legal support, including access to legal advice, document drafting, and other specified legal services as outlined below and in more detail in the service description available at sumerlaw.co.uk.

The Legal Partner Subscription has three plans.

Plan 1: Essential Plan

- Access to an expert legal team
- An initial, high level commercial and employment law review of your business
- 10 hours of expert legal advice per month
- Access to essential legal templates
- Contract review and drafting
- Free access to DocuSign

Plan 2: Growth Plan

- Includes everything in the Essential Plan but with 20 hours of expert legal advice per month
- Custom legal strategies
- Priority response times
- Annual health checks

Plan 3: Enterprise Plan

- Contents tailored to suit business needs

2.2. **Employment Law Bundle:** A suite of employment-related legal documents and templates along with a specified amount of legal consultation time, as detailed in the service description. Documents include an offer letter template, staff handbook template, standard contract of employment template and a contract amendment letter template. Two hours of lawyer consultation time is included in the bundle. Our solicitors will provide guidance on how best to use the documents. We will not provide specific legal advice or offer to make the documents bespoke in any way.

3. **Subscription and Bundle Services - Fees and Payment**

3.1. **Legal Partner Subscription:** Subscription fees are payable monthly in advance. The specific fee is relevant to each individual plan.

- Essential Plan: £1,950 per calendar month

- Growth Plan: £2,950 per calendar month
- Enterprise Plan: Tailored pricing upon request

3.2. **Employment Law Bundle:** A one-off fee (£695) is payable in advance upon agreement to purchase the bundle through the Sumer Law website. The lawyer hours included in this bundle are intended to be redeemed within two months of purchase.

3.3. All fees are exclusive of VAT, which will be added at the prevailing rate.

3.4. Payments for the Legal Partner Subscription should be made via the payment methods specified in our engagement letter.

3.5. For fixed fee and hourly rate services, we will send invoices by email to the email address provided by the client or payment can be made via our website payment system. If your email address changes, you must inform us as soon as possible. If any invoice relates to a matter that is confidential within your organisation, please let us know whether the invoice should be sent to someone else.

3.6. If you need us to include a purchase order (PO) number or other references on our invoices, you must tell us before we issue the invoice will be valid and will need to be paid on time.

3.7. Sumer Law maintains transparency in pricing and ensures that all clients are invoiced fairly by following common practices.

3.8. If payment is late, we may temporarily pause your services until your account is up to date. If payment remains overdue by more than 30 days, we may need to pause or end our services, but we'll always reach out to discuss this with you first.

3.9. At Sumer Law, we regularly review our rates to ensure we can continue offering you the highest standard of service. Usually, this happens once a year. If there's ever a change, we'll always give you advance notice.

4. Subscription and Bundle Services - How We Work

4.1. The Legal Partner Subscription: How We Work

- Under our Legal Partner Subscription, you sign up for a plan that provides you with access to a specific number of hours per month of legal support and advice from our experienced team.
- Our monthly subscriptions require a minimum commitment of 10 hours per month for a minimum term of three months.
- If you subscribe to our monthly plan and do not use up your allocated hours for the month, 50% of the remaining hours may be rolled over for use within the first 10 working days of the following month. Unused hours beyond the rollover period will

expire and will not be eligible for a refund. Should the lawyer hours not be utilised within the stipulated period, they will fall away, and you will be left with the allocated monthly lawyer hours as per your plan.

- Where requested, we will provide you with updates showing the number of hours pre-booked and how much time you have left to use for the month.
- If we haven't heard from you by the 25th of the month, we'll assume you're happy to continue as usual. Your subscription will automatically renew, and you'll have the same number of hours available next month as outlined in your chosen plan.
- **Cancellation by the client:** After the initial three month term, you may cancel your subscription by providing at least 30 days' written notice by email to contact@sumerlaw.co.uk. Services will continue, and any fees will remain payable during this notice period.
- **Cancellation by Sumer Law:** We may terminate the subscription with 30 days' written notice. In cases of non-payment or breach of these Terms, we may suspend or terminate services immediately as per our Terms and Conditions.
- **Refunds:** As the subscription is a monthly rolling contract after the initial three-month period, fees paid are non-refundable. Services will be provided until the end of the notice period.

4.2. The Employment Law Bundle: How We Work

- After you make payment for the Employment Law Bundle, Sumer Law will schedule an initial call with you within 1 – 2 business days.
- Once the initial call is concluded, your allocated Sumer Law solicitor will provide you with your template legal documents.
- The solicitor will schedule time with you to take you through each document, guiding you on how to use it and explaining best practice approaches. You have an allocated 2 hours of lawyer hours for this, and the hours can be redeemed within two months of purchase. If you find you need more time or additional documents, that's no problem, we'll provide a clear quote upfront, billed at our hourly consultation rate or as a fixed fee, depending on your needs. We'll always ensure you're happy with the proposed costs before we move forward.
- **Cancellation:** Once the Employment Law Bundle has been delivered, cancellations are not accepted due to the nature of the service. By purchasing the bundle, the client acknowledges and agrees that all documents, templates, and legal services within the bundle are considered digital goods and professional services, which are non-returnable and non-refundable.

- **Refunds:** Refunds are not available for the Employment Law Bundle once delivered. In exceptional circumstances, Sumer Law may, at its sole discretion, consider alternative resolutions; however, this does not guarantee a refund.

5. Hourly Rates

- For any work undertaken that falls outside the scope of the Legal Partner Subscription and / or the Employment Law Bundle, we will charge on an hourly rate basis at our standard hourly rates as set out in your engagement letter.
- If you want to cap the amount of time we spend on any work (should both Sumer Law and the client be in agreement), please let us know before we start with the work.
- **Six-minute units:** We calculate the time spent by us in six-minute units (an hour is broken down into ten units, each of six minutes) and charge it at the hourly rate for the person doing the work. Where a task (such as writing a short or standard letter or email or making a phone call) takes less than six minutes of a person's time, the time spent is rounded up to six minutes.

6. Bundle Services – Additional Information

- 6.1. All intellectual property rights (including, but not limited to, copyright, trademarks, service marks, domain names, database rights, and any other intellectual property rights whether registered or unregistered) in the document bundle are owned by and shall remain vested in Sumer Law
- 6.2. Upon the purchaser making payment of our fees, the purchaser is granted a personal, non-exclusive, non transferable licence to use the Employment Law Bundle and the contents of the bundle may not be reproduced, distributed, or used by any party other than the bundle purchaser without the prior written consent of Sumer Law.
- 6.3. All documents contained within the Employment Law Bundle are up to date as at the date of purchase and Sumer Law are not obliged to notify purchasers if they choose to update the template documents held centrally.
- 6.4. **Caps on our liability.** Our maximum liability to you (whether for negligence, breach of contract or otherwise) in respect of any claim, or series of claims arising from the same act or omission, shall not exceed £100,000. Where we are providing agreed services to more than one person or organisation, then any limit on liability pursuant to this clause and the engagement terms will be apportioned amongst each of the persons to whom we provide such agreed services.