



# Legal Hobbit

Specialist Telecommunications and IT Lawyers

Client Care and Retainer Letter

[insert date]

[Name and address]

**Private and Confidential**

Dear [name],

## **Appointment of Legal Hobbit by [name of client]**

I am delighted that you have decided to work with Legal Hobbit on the basis of this Client Care and Retainer Letter, which sets out the basis on which Legal Hobbit will carry out all legal work (“Services”) for you, except to the extent that it is superseded by a subsequent Client Care and Retainer Letter signed by both of us.

### **Scope of Work**

Below is a summary of the type of Services, which Legal Hobbit typically provides to our clients. We will only provide other types of Services by way of a signed written supplement to this Client Care and Retainer Letter:

- (a) Legal advice and evaluation, and drafting and negotiation support, in connection with (i) individual contracts which you propose to negotiate with your suppliers and/or customers; and (ii) proposals for services (either from you to a customer, or from a supplier to you). We will also advise on request in relation to contract disputes or prospective contract disputes in which [name of client] finds itself;
- (b) Where your business has developed a new product or service, advice on the legal issues, which seem to arise in relation to the sale of that service; and legal support to your service development team as required;
- (c) Training to legal and non-legal personnel on legal issues affecting the IT and telecommunications industries, including electronic signatures, data protection, encryption, telecommunications regulation, and good practices in contract risk management;
- (d) English employment law advice, including advising on individual employment contract terms, advising on particular statutes and regulations, and providing

legal support in connection with employee disputes, including industrial tribunal litigation.

As you will be aware, I am an English qualified solicitor. Where reasonably possible, I will seek to ensure that any work I do for you is subject to English law. To the extent that this is not reasonably possible, or that you need my opinion on any non English law matter, you need to be aware that I am not qualified in any legal jurisdiction outside of the UK. On this basis, the only advice I can give is that of a competent English law adviser and I do not accept any liability for errors in advice arising out of a difference of substantive law or interpretation between English law and the laws of any other jurisdiction.

### **Invoicing Methodology**

Legal Hobbit will invoice you at the end of each month in respect of all Services provided to you during the previous calendar month. Invoices will be issued monthly to the email ID notified by you to us from time to time, and shall be payable by direct credit transfer within 30 days of receipt by [name of client] to the IBAN number identified on the invoice. The email ID designated by you to receive our invoices is [insert].

If you do not pay a properly constituted invoice within the designated payment period, we will charge interest on overdue invoices at the rate of 12% per annum on a daily pro rata basis.

If you have any query about an invoice, you should contact me straight away. My telephone number is +44 207 194 8400. My mobile number is +44 7768 712960. My email ID is katherine@legalthobbit.com. My fax number is +44 870 0516406.

### **Fixed Fees for Particular Parcels or Types of Work or in Exchange for a Minimum Spend**

Legal Hobbit has agreed the following rates to apply to the work/project described below:

[Describe work and project or type of work to which the special rates will apply]

[Identify rates and any pre-conditions such as minimum spend] :

£[ ] per hour (excluding time spent travelling unless also performing work for you)

£[ ] per hour (for time spent travelling and not otherwise performing work for you)

[Special per day limit of £[ ] per day or per month]

The above rates exclude UK VAT and any pre-agreed business expenses.

Legal Hobbit reserves the right to increase these charges by negotiation, on an annual basis [or after [insert particular date]]. Where we cannot agree revised charges, Legal Hobbit will cease to provide further Services of the relevant type, and will invoice for all such Services already provided, in accordance with the previously agreed rates.

### **Other work for which you would like to negotiate a special rate**

If you would like to talk about other work, which you would like to give us, in exchange for a set of specially negotiated rates, please let us know, and we will sign a single paragraph supplement to this Client Care and Retainer Letter, memorialising that new agreement.

### **Our Standard Rates**

Where you ask us to provide support on a particular matter, to which a specially negotiated rate does not apply, our standard rates will apply for those Services. As at today's date, those standard rates are:

£250 per hour (excluding time spent travelling unless also performing work for you)

£100 per hour (for time spent travelling and not otherwise performing work for you)

No pre-agreed per day limit.

The above rates exclude UK VAT and any pre-agreed business expenses.

Changes to these standard rates can be seen by visiting our website at [www.legalhobbit.com](http://www.legalhobbit.com)

### **Warranty**

Legal Hobbit warrants that it will provide the Services in accordance with the skills of a reasonably competent English law practitioner of similar services. All other warranties whether express or implied are hereby expressly disclaimed in full.

### **Limitation on Liability**

Neither party shall be liable to the other for any indirect or consequential damages, including without limitation, damages for loss of profit, opportunity, advantage, savings or revenues of any kind, or increased cost of operations.

Legal Hobbit's liability for all damages other than those set forth above shall be £2M per claim or series of related claims.

Any legal action arising in connection with this Client Care and Retainer Letter or the Services must begin within twelve months after the cause of action arises. This period shall be extended by mutual consent for a maximum period of a further twelve months, to the extent that the parties are actively engaged in the informal resolution of any dispute arising out of such cause of action.

The limitations of liability set forth in this Client Care and Retainer Letter shall apply regardless of the form of action, whether in contract, tort, strict liability or otherwise; and whether or not damages were foreseeable.

### **Storage of papers**

After completing work on your behalf, we shall be entitled to keep your papers and documents until all payments owing to us have been made in full, in respect of the transaction(s) to which those papers relate. We will keep our file of papers (except for any papers which you ask to be returned to you) for no more than 6 years and on the understanding that we have your authority to destroy the file 6 years after sending you our final invoice in relation to the relevant matter. We will not destroy documents you ask us to deposit in safe custody.

We do not normally make a charge for retrieving stored papers in response to continuing or new instructions to act for you. However, we reserve the right to make a charge based on the time we spend on reading papers, writing letters or other work necessary to comply with the instructions.

**Termination**

You may terminate your instructions to us in relation to a particular matter at any time. We shall become immediately entitled to invoice you for all Services rendered up until the date of termination. As indicated above, we shall retain any papers and documents of [name of client] held by us, while money is owing to us. Where you terminate your instructions prior to satisfying an agreed spending commitment, we shall also become entitled to invoice you for the lesser of (a) any shortfall in respect of the agreed commitment made by you, after taking into account all invoices for Services rendered up until the date of termination; and (b) the difference between our specially negotiated rates and our standard rates for the relevant Services, multiplied by the number of hours spent by us delivering those Services. This provision shall not apply in the unlikely event that you terminate our arrangement as a result of any act or omission constituting material breach on the part of Legal Hobbit.

We will decide to stop acting for you only with good reason and on giving you reasonable notice. Where we decide to stop acting for you, we will invoice you for all services rendered up until the date on which we cease to act for you but will waive our right to invoice for any commitment shortfall.

**Raising queries or concerns with us**

I am confident that Legal Hobbit will give you a high quality service in all respects. However, if you have any queries or concerns about our work for you, please take them up with me directly.

**Governing Law and Venue**

Our business relationship shall be subject to English law, and the sole forum for the litigation of disputes, which cannot be resolved amicably shall be the English courts.

**Invalidity**

If any part of this Client Care and Retainer Letter is found to be invalid or unenforceable, the remaining provisions shall remain in effect and the parties shall negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

**No Third Party Beneficiaries**

The agreement formed as a result of this Client Care and Retainer Letter does not provide any third party with any remedy, claim, liability, reimbursement, cause of action or other right or privilege. The effect of the Contracts (Rights of Third Parties) Act 1999 is hereby expressly excluded.

**Waiver**

A waiver by either party of a breach of the terms of this Client Care and Retainer Letter shall not operate as a waiver of any other breach of its terms.

**Whole Agreement Clause**

The terms of this Client Care and Retainer Letter constitute the entire agreement between the parties in relation to the provision of the Services. The terms of this Client Care and Retainer Letter supersede all prior agreements, proposals, representations or understandings, whether written or oral concerning the services, or the rights and obligations relating to the Services.

**Conclusion**

Your continuing instructions will amount to your acceptance of these terms of business, but please sign and date the enclosed copy of this letter and return it to us immediately. Then we can be confident that you understand the basis on which we will act for you.

We hope that by sending this letter to you we have addressed your immediate queries about the day to day handling of your work and our terms of business. However, if you have any queries, please do not hesitate to contact me.

This is an important document, which we urge you to keep in a safe place for future reference.

Yours faithfully,

*Katherine Evans*

**Legal Hobbit**

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**I confirm that I have read the attached Client Care and Retainer Letter, and agree with its terms.**

**Signed:** .....

**[name]**

**[Client]**

**Date:**.....