

DEVANT

Devant Terms and Conditions

(these are legally binding, so make sure you agree before accepting)

Quick Summary
(provided for your convenience only)

In these terms, references to 'we', 'us' or 'our' refer to **Devant Limited** registered in England (04904708) whose registered office is at Unit 4, City Limits, Danehill, Reading, Berkshire RG6 4UP. 'You' and 'your' refer to **[COMPANY NAME]**, a company with registered number **[NUMBER]** and address **[ADDRESS]**. Note that Devant only offers its services to businesses and business owners, and is not available to consumers.

1. Our Agreement

- 1.1. These terms and conditions govern your access to and use of our professional services.
- 1.2. Some of the services we offer (such as our company secretarial services, for example), have additional service descriptions setting out what we will do for you and what you must do to enable us to deliver the service. If this applies to a service you have requested, we will provide you with the service description and require your signature to proceed.
- 1.3. These terms and conditions, together with the data protection documents referenced below, any additional service descriptions incorporated as described in clause 1.2, constitute the entire agreement between you and us.

This document, together with those referenced in it, contain all the terms of our agreement

2. Commercial Support

- 2.1. When you need commercial support, we will schedule a call for a detailed briefing of your requirement with an appropriate member of our consulting team, which will be charged at our usual hourly rates.
- 2.2. We aim to use the most appropriate members of the consulting team for your work, according to skills, experience and cost-effectiveness, in order to minimise the cost and maximise the value to you.
- 2.3. We normally work on a time-spent basis, billed at our usual hourly rates. Because much of what we do is providing a bespoke and highly individual service to you, it can be difficult to give accurate estimates of how long something will take to complete, however we will try and give you a reasonable indication. If requested we can agree to set a time cap and advise you when this is reached.
- 2.4. Some of our services (such as our Inner Circle and company secretarial services, for example) may be offered to you on a fixed-fee basis. For these services we will confirm the fixed price to you in the relevant service description, stating what is included within the fixed fee and when the fee will be invoiced, and will require your signature to proceed.

For drafting, contract review, negotiation support and bigger projects, we can help you on an hourly rate basis, using the most appropriate team member(s) for your task

Some services may be offered at a fixed price

3. Co-operation

In order to assist you as effectively and efficiently as possible, we need your active co-operation and support. You therefore agree to respond to our requests in a timely manner, and to provide information that is, to the best of your knowledge, accurate and complete.

You need to share all relevant info about your situation, so we can help you properly

4. Anti-Money Laundering and Know Your Client checks

- 4.1. Because of the services we provide, we must comply with Anti Money Laundering Regulations (AMLR). That means that we must confirm your identity by running our 'Know Your Client' (KYC) procedure, before we can start any work for you.
- 4.2. We may also have to ask you further information and questions as appropriate, either before or after we start working for you, for completing or refreshing our mandatory KYC checks, and for AMLR compliance purposes.
- 4.3. We will ask you by e-mail to provide us with your IDs, which will be used to run checks via our external partner, SmartSearch, and its data partners and credit reference agencies, namely Experian, Equifax, Dow Jones and TransUnion.
- 4.4. You understand and acknowledge that: (a) our external partner SmartSearch and one or more of the above credit reference agencies may check your information against any database (public or otherwise) to which they have access, and (b) the credit reference agencies may keep a record of your name only or in addition to, your information, the search, and the fact that a search was made, and (c) the credit reference agencies may also use some information to follow market trends and allocate their resources (e.g. technical or human) accordingly, and disclose, some or all of those records to their customers and other companies in the future for verification purposes, and (d) TransUnion in particular may act as controller, not processor, of your data and you can find the relevant TransUnion privacy notice here <https://www.transunion.co.uk/legal/privacy-centre>.

You need to provide us with your IDs and information, so we can identify you as our client, before and sometimes during our work for you.

A copy of your CRAIN (Credit Reference Agency Information Notice) to help you understand how the credit reference agencies process your personal data is available on request.

5. Fees and Payment

- 5.1. Our current hourly rates are available on our website at www.devant.co.uk/rates. We may increase these from time to time, but will give you at least 30 days' notice of any such increase.
- 5.2. Unless specified otherwise within a service description, our fees are invoiced monthly in arrears with payment due within 14 days of the date on the invoice.
- 5.3. We may invoice at cost for reasonable expenses (including Companies House fees incurred for work done on your behalf, and third party data room charges), and for our travel time incurred for agreed out of office attendance in the course of performing your work.
- 5.4. Please raise any dispute in respect of an invoice within 7 days of receipt, otherwise if you do not make payment when due we reserve the right to charge interest and debt collection fees on the overdue amounts, and to suspend any other work until payment or terminate our agreement.

Fees are on our website and we'll tell you in advance if they increase

We'll invoice you monthly unless a service description says otherwise, and you'll pay us in 14 days

We charge for travel time and direct expenses

Tell us promptly if there's an issue with an invoice as late payments may incur interest

6. Warranties and Remedies

- 6.1. All work will be performed with reasonable skill and care and in accordance with any agreed service description (where relevant), by consultants with the appropriate knowledge, experience and training. You acknowledge that we are not practising solicitors or barristers and do not hold ourselves out as such.
- 6.2. We will use our reasonable endeavours to meet any timescales agreed with you but, unless specifically agreed otherwise, these are indicative only.
- 6.3. All other conditions, warranties, representations, express or implied, such as of satisfactory quality, fitness for a particular or any purpose, or ability to achieve any particular result are excluded to the extent permitted by applicable law.
- 6.4. If you are dissatisfied with the work we perform, or for any other reason, you agree to notify us in writing as soon as possible and provide reasonable details. We will try to resolve your concern and you agree to allow us a reasonable opportunity to remedy any default on our part. Should we be unable to remedy any breach by us, we will refund the portion of our fees related to the defective work.

Our commercial contracting consultants will perform your work with reasonable skill and care

Timescales are estimates

We exclude statutory warranties

If you're not happy, tell us and we'll try to put things right. If we can't, we'll refund you

7. Limitations of Liability

- 7.1. We do not exclude our liability for (i) fraud or other criminal act, (ii) personal injury or death caused by the negligence of our employees, or (iii) any other liability that cannot be excluded by law.
- 7.2. We shall be liable to you for loss or damage solely and directly due to our default, where you have given us the opportunity to remedy the default but we have failed to do so, to the extent your loss or damage was reasonably foreseeable and you have not contributed to it.
- 7.3. Other than in the circumstances listed in clause 7.1, our total aggregate liability to you howsoever arising, whether in contract, tort including negligence, or statute, will be limited to:
 - a) in respect of property damage, £250,000 per event or series of events;
 - b) for loss or damage arising from work in respect of the sale or purchase of all or part of a business or company, the higher of £50,000 or 200% of our fees paid and payable for that work;
 - c) in respect of any other kind of work, or any other liability, the higher of £10,000 or 200% of our fees paid and payable for that work.
- 7.4. In no event will we be liable for any (a) loss of work, (b) loss of profit, (c) loss of any contract, (d) loss of data or (e) for any indirect or consequential loss or damage.

We can't exclude liability for death, personal injury or fraud

Otherwise, if we cause you loss by not doing what we should, we're liable up to these limits:

- *£250k for property damage*
- *the higher of £50k or 200% of fees, if buying or selling a business*
- *the higher of £10k or 200% of fees, for everything else*
- *no liability for indirect losses, lost profit, lost contracts, lost work or lost data*

8. Term

- 8.1. You agree to be bound by these terms and conditions upon signature by you. Either party may terminate this agreement at the end of the current contract month at any time by giving written notice. Where we have agreed a fixed price and you terminate without cause, we are entitled to payment of the outstanding balance.
- 8.2. The expiry or termination for whatever reason is without prejudice to any rights or remedies accrued before prior to such termination.

Either of us can terminate at any time

If you do & we're not at fault, you'll still need to pay for fixed-price work & outstanding bills

9. Intellectual Property and Confidentiality

- 9.1. We retain ownership of all copyright or other intellectual property in all material generated or shared by us. We grant you a perpetual, royalty free, non-exclusive licence to use the materials we prepare for you, and to share them with third parties in the course of your business. This licence does not extend to the resale of documents we have drafted for you, unless you and we have agreed otherwise in writing.
- 9.2. Each party undertakes that for a period of 5 years from the date of disclosure it will not, without the prior written consent of the other party, use, disclose, copy or modify the other party's confidential information (meaning any information shared by a party concerning their business affairs or activities which has been identified as confidential or proprietary or may reasonably be supposed to be confidential in the circumstances) other than is necessary for the performance of its rights and obligations under these terms.

We own the IP in materials we create for you, but you can use the materials freely in your business, forever

Each of us will keep the other's secrets for 5 years

10. General

10.1. Our relationship with you is as a non-exclusive independent contractor. Nothing contained in these terms shall be deemed or construed as creating a partnership, joint venture or a principal and agent relationship.

You and we are independent contractors

10.2. If either of us hires one of the other party's employees with whom they have worked during the previous 6 months, they agree to pay the other party an introduction fee equal to 3 months of the employee's gross salary.

If you hire our staff, you'll pay an introduction fee

10.3. All notices hereunder must be made in writing, which includes by email to directors@devant.co.uk (for notices from you to us), and by email to the address you used when entering into this agreement (for notices from us to you).

Notices must be in writing (email is ok)

10.4. We each agree to comply with all applicable laws, rules and regulations, including the Data Protection Act 2018, the Bribery Act 2010 and the Anti-Money Laundering Act 2018.

Both of us will comply with all applicable laws

We will comply with our current data privacy notice which is accessible via our website at www.devant.co.uk, and you and we will both comply with the terms of the Data Processing Agreement which can be viewed at www.devant.co.uk/DPA.

You can access our data privacy notice and data processing agreement via these links

10.5. Clauses 5, 6, 7, 8.2, 9 and 10 shall remain in effect after expiry or termination of this agreement.

Some obligations outlive this agreement

10.6. No third party shall have any benefit under, nor may they enforce any provision of, this agreement.

This agreement is just between you and us

10.7. If a dispute arises out of this agreement or our work which you and we cannot resolve by discussion, we will, except for late payment claims, attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Neither party may commence court proceedings until either the mediation has terminated or the other party has failed to participate, provided that the right to issue proceedings is not prejudiced by such delay.

If we have a problem we can't resolve, we'll try mediation before going to court

10.8. These terms and conditions may not be modified or changed except where agreed in writing. They shall be governed by English law, and, except as provided in clause 10.8, subject to the exclusive jurisdiction of the English courts. This shall not prevent either you or us from seeking injunctive relief in any competent court.

English law applies, and the English courts have the exclusive right to hear any disputes

10.9. Any invalidity or unenforceability of any part of these terms and conditions will not affect the validity or enforceability of any other part. No failure or delay in the exercise of any right by either party shall constitute a waiver of any rights.

*If anything here is unenforceable, it can be removed without affecting the rest of the agreement
Any claims have to be brought*

IN WITNESS WHEREOF, you and we have executed these terms and conditions through our duly authorised representatives as set forth below:

Signed for and on behalf of us

Signed for and on behalf of you

Signature:

Signature:

Name: Tiffany Kemp

Name:

Title: Director

Title:

Service Description: Inner Circle

Client name and address:

This service will consist of:

- ◇ Up to 20 video calls (**Clinic Sessions**) per month;
- ◇ Ability to give access to the booking system to any and all of your colleagues – no limit as to who can book calls within your monthly allowance;
- ◇ 20% discount on our standard hourly rates for any project work;
- ◇ Priority access to specialist help for drafting, reviewing and negotiating contracts and the full range of Devant services;
- ◇ A one off £100 credit against any project work you'd like us to complete.
- ◇ From time to time, we may send you email updates on legal and commercial issues, which you may share freely within your organisation and wider network.
- ◇ From time to time, we may invite you and your colleagues to join live webinars covering a legal or commercial topic that may be of interest. Each legal update and webinar recording will be added to a library of resources that may be accessed by members from our website.

Clinic Session Rules

- ◇ Each Clinic Session will be hosted by one of our consultants, who can be asked to:
 - review and give some initial feedback or advice on a contract clause, email or other document that you show to them during the session by sharing your screen;
 - answer a specific question about a commercial or contractual issue;
 - discuss with you a commercial or contractual situation you are facing; or
 - take an initial briefing and instructions for further work you would like undertaken.
- ◇ You understand that the 20-minute Clinic Sessions are intended to provide on the spot support and advice within a limited time frame.
- ◇ If you are unable to attend a booked Clinic Session, please cancel the calendar invitation as soon as possible so that the session can be made available to other members.
- ◇ If you cancel two Clinic Sessions with less than 48hrs notice, and this has caused other members to miss out, we may restrict your access to further Clinic Session for 7 days to be fair to the other members.
- ◇ Upon request we can arrange to record and transcribe a Clinic Session, and provide you with a link to download your transcript. Please note that transcriptions are generated automatically and this technology is not always 100% accurate.
- ◇ Where you need further support following on from a Clinic Session, or simply need more support than can reasonably be provided in a clinic, you can use a Clinic Session to provide an initial briefing. We will then schedule a call for a detailed briefing of your requirement with an appropriate member of our consulting team, which will be at your discounted Inner Circle hourly rates.

Pricing

The monthly fee for the Inner Circle is £195+VAT.

Start Date and Duration

This service will commence on the date you sign up to the Inner Circle Service and T&Cs via our website (**Start Date**) and will continue on a rolling monthly basis unless terminated in accordance with the terms below.

Termination

Either party may terminate this agreement at the end of the current contract month at any time by giving written notice.

If you cancel your Inner Circle membership, you will still be able to access our other services under the terms and conditions you have signed.

Invoicing

We shall collect payment of the fee set out above monthly in advance via the card details you sign up with on our website.

IN WITNESS WHEREOF, you and we have executed this Service Description through our duly authorised representatives as set forth below:

Signed for and on behalf of us

Signature:

Name: Tiffany Kemp

Title: Director

Signed for and on behalf of you

Signature:

Name:

Title: