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Accesspoint Legal Services Ltd

Registered in England & Wales

No. 07895552

[ADDRESSEE]
[ADDRESS LINE 1]
[ADDRESS LINE 2]
[POSTCODE]

[DATE]

Dear [ADDRESSEE]

Formshare Project ('the Project')

Thank you for your expression of interest in becoming a participant in the Project. We at Accesspoint Legal Services Limited are delighted to have been selected to deliver the same.

Please read this letter of engagement carefully, as the terms and conditions contained herein constitute the contract between you, [ADDRESSEE], and us, Accesspoint Legal Services Limited, for the Services in relation to the Project.

If you are happy with the terms of our instruction as set out below, then please return the enclosed copy of this letter signed and dated so that your becoming a participant in the Project is confirmed.

Accesspoint Legal Services Limited are instructed to perform the Services, subject to the following conditions:

1. Definitions and interpretation

The following definitions and rules of interpretation apply in this appointment:

1.1 Definitions:

Additional Fee: the amount payable by You to Us for the Additional Services under this appointment as set out in Part 2 and Part 3 of Schedule 2.

Additional Services: the services set out in Part 2 of Schedule 1 or otherwise agreed in writing by You and Us.

Basic Fee: the amount payable by You to Us for the Basic Services under this appointment as set out in Part 1 of Schedule 2.

Basic Services: the services set out in Part 1 of Schedule 1.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Fee: the Basic Fee and the Additional Fee (if any).

Material: all designs, drawings, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, calculations, data, databases, schedules, programmes, budgets and any other materials provided in connection with the Project and all updates, amendments, additions and revisions to them and any works, designs, or inventions incorporated or referred to in them for any purpose relating to the Project.

Participant: a person also contributing to the Total Basic Fee in return for participation in the Project to receive not less than the Basic Services.

Services: the Basic Services and the Additional Services (if any).

Total Basic Fee: £24,750

We/Our/Us: Accesspoint Legal Services Limited incorporated and registered in England and Wales with company number 07895552 whose registered office is at Unit 7, Ashton Gate, Ashton Road, Harold Hill, Romford, Essex, RM3 8UF

You/Your: [ADDRESSEE]

- 1.2 Paragraph and Schedule headings shall not affect the interpretation of this appointment.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this appointment and shall have effect as if set out in full in the body of this appointment. Any reference to this appointment includes the Schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 This appointment shall be binding on, and enure to the benefit of, the parties to this appointment and their respective personal representatives, successors and assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

- 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.11 Any reference to a party's **consent** or **approval** being required is to a consent or approval in writing which must be obtained before the relevant act is taken or event occurs.
- 1.12 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.13 A reference to **writing** or **written** includes fax and email.
- 1.14 References to paragraphs and Schedules are to the paragraphs and Schedules of this appointment.
- 1.15 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of this appointment) at any time.
- 1.16 Unless this appointment otherwise expressly provides, a reference to the Property or the Project is to the whole and any part of it.
- 1.17 Unless otherwise expressly provided, the obligations and liabilities of the parties under this appointment are joint and several.
- 1.18 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Our obligations

2.1 We warrant and undertake:

- (a) to comply with the terms of this appointment;
- (b) to exercise all the reasonable skill, care and diligence to be expected of a qualified and experienced technology service provider in undertaking the Services for the benefit of You and any other Participant in the Project;
- (c) to comply with (and ensure the completed Project complies with) any statutory requirements, secondary legislation, regulations, obligations and consents;
- (d) to perform the Services and prepare all Material for those elements of the Project for which We are responsible, in sufficient time to facilitate the efficient progress of the Project.

2.2 Our duties or liabilities under this appointment shall not be negated or diminished by any approval, inspection, test or omission to approve, inspect or test, by You, on Your behalf, any other Participant, or on behalf of any other Participant.

3. Your Obligations

3.1 You are responsible for the procurement of all necessary Formshare licences directly from Tikit.

3.2 You will ensure that at all times throughout the term of this appointment You are compliant with the following criteria:

- (a) Partner for Windows version 3.02-20 or above
- (b) Microsoft .net Framework 4.5.2 or above
- (c) Adobe Reader DC (Free Reader)
- (d) Java Runtime Version 8 or above
- (e) Adobe Acrobat Pro DC
- (f) FormShare Workstation licence
- (g) Windows 7 or above

4. Your authority

Notwithstanding any other provision of this appointment, other than in an emergency or with Your prior written consent, We have no authority to:

- (a) make or instruct any material alteration to the Project or the Services;
or
- (b) enter into any contract, commitment or undertaking on Your behalf.

5. Remuneration

5.1 You shall pay Us:

- (a) the Basic Fee as full remuneration for the Basic Services and
- (b) the Additional Fee as full remuneration for any Additional Services.

5.2 All other expenses and disbursements incurred by Us are deemed to be included in the Fee.

5.3 You shall pay any VAT properly chargeable on the Services and any amount expressed as payable by You under this appointment is exclusive of VAT unless stated otherwise.

6. Payment

- 6.1 The Fee shall be calculated and paid on demand.
- 6.2 We shall submit an invoice for the Basic Fee upon receipt of a signed and dated copy of this letter from You and once the total number of Participants is known.
- 6.3 We shall submit further invoices for any Additional Fee due. Again, payment shall be due on the date You receive each invoice.
- 6.4 The final date for payment shall be 14 days after the date on which payment becomes due.
- 6.5 If You fail to pay an amount due to Us by the final date for payment, then You shall pay interest on the overdue amount at the rate of 4% per annum above Lloyds Bank Plc's base rate. Such interest shall accrue on a daily basis from the final date for payment until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with the overdue amount. The parties acknowledge that Your liability under this paragraph 6.5 is a substantial remedy for the purposes of section 9(1) of the Late Payment of Commercial Debts (Interest) Act 1998.

7. Additional Services

- 7.1 We shall perform any Additional Services upon receipt of a written instruction to do so from You.
- 7.2 Unless the parties agree otherwise, the Additional Fee shall be calculated by reference to the time charges set out in Part 2 of Schedule 2, and the reimbursable expenses and disbursements set out in Part 3 of Schedule 2 provided that no Additional Fee shall be payable if the requirement for an Additional Services arises from Our default or negligence, or the default or negligence of Our sub-contractors or suppliers (if any).
- 7.3 Any Additional Fee payable by us shall be due upon demand.

8. Termination

- 8.1 You may terminate your engagement under this appointment at any time by giving 10 Business Days' notice in writing to Us.
- 8.2 Either You or Us may immediately terminate Our engagement under this appointment by giving written notice to the other party if:
- (a) the other party is in material breach of its obligations under this appointment and fails to remedy such breach within 10 Business Days of receiving written notice requiring it to do so; or

- (b) the other party becomes insolvent as defined in section 123 of the Insolvency Act 1986.

9. Consequences of termination

- 9.1 On termination in accordance with paragraph 8.1 You shall not be entitled to repayment in whole or in part of any of the Fee and You shall also pay any expenses and disbursements necessarily incurred by us a direct result of termination.
- 9.2 Payment under paragraph 9.1 (if any) shall be claimed by Us as if it was a payment under paragraph 6.
- 9.3 Termination of Our engagement under this appointment shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this appointment which existed at or before the date of termination.

10. Assignment and sub-contracting

- 10.1 We may assign Our obligations under this appointment.
- 10.2 We shall be entitled to sub-contract the performance of any of the Services without Your prior written consent.
- 10.3 You may not assign or transfer your benefits under this appointment to any other person.

11. Copyright

- 11.1 We own all intellectual property rights (including copyright) relating to the Material We produce.
- 11.2 We grant You, with immediate effect, an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any Material prepared by, or on behalf of, for any purpose relating to the Project.
- 11.3 The licence in paragraph 11.2 allows You to use the Material in connection with any extension of the Project, but not to reproduce the designs contained in the Material in any such extension.
- 11.4 The licence in paragraph 11.2 does not carry the right to grant sub-licences to third parties.
- 11.5 We grant You, with immediate effect, an irrevocable, non-exclusive, non-terminable, royalty-free licence (or, as the case may be, sub-licence) including

the right to copy and make full use of the Material produced by us for the purpose of performing the Services only.

- 11.6 We shall not be liable for use of the Material for any purpose other than that for which it was prepared and/or provided.

12. Confidentiality

- 12.1 Neither You nor We shall at any time during this appointment, or at anytime thereafter, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by paragraph 12.2.

- 12.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives, contractors, sub-contractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this appointment. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this paragraph 12; and
- (b) as may be required by law, to a court of competent jurisdiction or any governmental or regulatory authority.

- 12.3 Neither You nor We shall use any other party's confidential information for any purpose other than to exercise rights or perform respective obligations under or in connection with this appointment.

13. Professional indemnity insurance

- 13.1 We shall maintain professional indemnity insurance for an amount of at least £5,000,000 for any one occurrence or series of occurrences arising out of any one event for a period beginning on the date of this appointment and ending six years after the date of practical completion of the Project, provided that such insurance is available at commercially reasonable rates and terms.

- 13.2 We shall immediately inform You if our required professional indemnity insurance ceases to be available at commercially reasonable rates and terms, so that we can discuss with You how best to protect our respective positions regarding the Project, without that insurance.

- 13.3 Whenever We reasonably request, You shall send Us evidence that Your professional indemnity insurance is in force.

14. Limitation of liability

Without affecting any other limitation in this appointment, Our liability under or in connection with this appointment shall be limited to £1,000 for each and every claim. This limit shall apply however that liability arises including 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 paragraph 14 shall not exclude or limit Our liability for:

- (a) death or personal injury caused by Your negligence; or
- (b) fraud or fraudulent misrepresentation.

15. Notices

15.1 Any notice or other communication given to a party under or in connection with this appointment shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

15.2 Any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; or
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

15.3 This paragraph 15 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

16. Third Party Rights

A person who is not a party to this appointment shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this appointment.

17. Scope of appointment

17.1 This appointment takes effect from the date when We receive Your signed copy of this letter.

17.2 This appointment constitutes the entire agreement between Us and You and supersedes and extinguishes all previous appointments, agreements, promises, assurances, warranties, representations and understandings between us and you, whether written or oral, relating to its subject matter.

17.3 Each party acknowledges that in entering into this appointment it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this appointment.

17.4 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this appointment.

17.5 Nothing in this paragraph 17 shall limit or exclude any liability for fraud.

18. Governing law

This appointment and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

19. Jurisdiction

We and You irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this appointment or its subject matter or formation (including non-contractual disputes or claims).

Please acknowledge receipt and acceptance of this appointment by signing, dating and returning the enclosed copy.

Yours faithfully,

.....
ACCESSPOINT LEGAL SERVICES
Enc.

We hereby acknowledge receipt and accept the contents of this letter

Signed
[NAME OF RECIPIENT]
Date

Services

Part 1 Basic Services

Phase 1

1. Development of the forms specified below such that they can be delivered to Participants within the Partner for Windows database structure:
 - 1) Probate Inception Form
 - 2) Wills Inception Form
 - 3) Family Initial Interview Inception Form
 - 4) Housing & Social Care Inception
 - 5) LPA Inception Form
 - 6) Residential Conveyancing Inception Form
 - 7) Clinical Negligence Inception Form
 - 8) PI Inception Form
 - 9) Court Advocacy Form
 - 10) Police Station Attendance Form

Part 2 Additional Services

Phase 2

1. We will agree with each Participant in advance an appropriate date of delivery.
2. Permission will be sought for remote access and we will at that stage make a request for the associated administrative logins for the SQL Server management studio and Partner for Windows Database.
3. A full backup will be undertaken by Us of the production database and this will be undertaken in full view of each Participant (for their own delivery only) such that they may instantly verify the backup as stable, sound, representative and correct. The build work/package implementation will then commence. Once the build work has been completed a further backup will be taken to allow for non-invasive but meaningful testing of each of the forms submitted. This will be followed by a brief demonstration to the Participant together with a formal handover.
4. The costs for delivery of the Forms specified in Phase 1 will be as follows:
 - a. For Participants who are managed clients of Accesspoint Legal Services Limited, there is no additional costs.
 - b. For Participants who aements as set out specified in Part 2 and Part 3 of Schedule 2.
5. Each Participant is also entitled to customise the forms specified in Phase 1. The costs for such customisation are specified in Part 2 and Part 3 of Schedule 2.

6. Should any Participant prefer site attendance for the installation We are more than happy to do so. The minimum cost would then be one half day plus reimbursement of any associated travel or accommodation costs, as specified in Part 2 and Part 3 of Schedule 2.

Fees

Part 3 Basic Fee

An equal proportion of the Total Basic Fee, calculated pro rata by reference to the total number of Participants to the Project.

Part 4 Time charges

| Time Calculation Basis | Applicable Rate |
|-------------------------------------|------------------------|
| Hour | £ 100.00 |
| Half Day 9am – 1pm | £ 375.00 |
| Full Day 9am – 5pm (one hour lunch) | £ 550.00 |

Part 5 Reimbursable expenses and disbursements]

1. Expenses and disbursements

You shall reimburse the following expenses in addition to the Fee in accordance with paragraph 5.2:

- a) courier charges;
- b) standard fare travel costs;
- c) hotel costs; and
subsistence costs (including meals) up to a maximum daily amount of £50.