

Terms and conditions – LegalMentor.co.uk and Client

For consultancy work relating to a potential court claim or other assistance by LegalMentorCoUK Ltd (trading as LegalMentor.co.uk) on behalf of the Client for the fee(s) set out on the website or agreed at the time of payment under the terms of this agreement. ‘Your’ or ‘you’ in this agreement refer to the Client.

The services provided by LegalMentorCoUK Ltd include but are not limited to: serving notices; helping the Client with templates to draft and/or issue their own claims; ensuring advocates are instructed to attend court on behalf of Clients; and liaising with Clients to appoint bailiffs. Clients can cancel within 14 days of purchase for any service, although a reasonable charge for any services provided before cancellation may be levied.

Terms. It is understood and agreed by both parties that:

- 1) The fees charged to the Client are not solicitors’ fees but consultancy fees to help Clients bring their own possession claims and/or arrange representation. (We are not solicitors. LegalMentorCoUK Ltd is an agency or consultancy, and does not conduct litigation). Hence:
 - a. LegalMentorCoUK Limited is not regulated by the Solicitors Regulation Authority (the ‘SRA’) but remains subject to the law of England and Wales as a registered company. The advocate that attends court with a Client may be supervised and instructed by solicitors, or may be otherwise qualified to attend;
 - b. Any work we do is not by solicitors and/or on the court record, and we do not ‘have conduct’ of your matter at any time. Except at your hearing when an advocate may have been instructed or paid to represent you, you will be acting ‘in person’ at all times in your legal matter;
 - c. Any help given by LegalMentorCoUK Limited and/or its lawyers to assist a Client in taking a particular course of action remains the risk and responsibility of the Client.
- 2) Sometimes we will arrange for a direct access barrister, solicitor or solicitor’s agent to be instructed to attend court for you under CPR PD 42, Paragraph 1.3, in which case a solicitor or public access barrister will be instructed to provide advocacy at the hearing, and will not be ‘on record’ as acting for you in your matter. The solicitors include but are not limited to: Jeffreys Solicitors 81 St Telio Street SA4 8SS; and Ashley Taylors Legal Limited, 11 Horstead Square TN22 1QG. Information about a barrister or SRA regulated solicitors is available on request.
- 3) Although not subject to regulation by the SRA, LegalMentorCoUK Ltd remains contractually bound by these core principles to the benefit of the Client: upholding the rule of law, acting with integrity and in good faith, not allowing its independence to be compromised, acting in the best interests of each Client, and not behaving in a way likely to diminish the trust the public places in the system of civil justice in England.
- 4) The Client and their agents promise to provide all information and paperwork promptly and securely when requested, and to ensure its accuracy, and to fulfil all reasonable requests, and to act and have acted according to law prior to and during the involvement of LegalMentorCoUK Ltd, in order to ensure that we assist you swiftly and expeditiously.
- 5) The total cumulative liability to the Client of LegalMentorCoUK Ltd is agreed to be reasonably limited to the sum agreed as the contract price, both before or after the completion of the service by LegalMentorCoUK Ltd, and not any total or further (economic) loss. The exclusion or limitation of liability under the agreement shall exclude or limit such liability not only in contract but also in tort or otherwise at law.
- 6) This contract forms the terms of any agreement with LegalMentorCoUK Ltd and is available to view prior to payment by clicking onto the relevant pages of the website. By paying it is understood by the Client that the terms set out in this contract are accepted, and that any refunds for changed circumstances are at the discretion of LegalMentorCoUK Ltd.
- 7) The Client agrees to waive all rights under the Data Protection Act 1998. LegalMentorCoUK Ltd undertakes to safely keep, destroy or return all hard copy papers provided by the Client, and to keep the affairs of Clients and former Clients confidential except where disclosure is required by law or the Client.
- 8) The Client agrees to contact LegalMentorCoUK Ltd to opt out of any marketing communications, although LegalMentorCoUK Ltd also undertakes not to pass on any data to third parties for unrelated marketing or sales.

I have read the terms of this agreement carefully and understand that by paying I agree to these terms.

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If you feel that we have provided a good service please contact us with your comments, or email us at office@legalmentor.co.uk. Your feedback is extremely helpful for us to keep improving our service. 21.3.23