

Order Confirmation XXX#1- xx.x.xx

* **These terms are to be read alongside and are incorporated by reference into our [Terms of Business](#) that are on our website.**

Contracts-Direct.com is a contract drafting & document review service that provides & reviews commercial documents for use by businesses. Our objective is to supply well drafted and useful documents and also to comment on commercial and other documents whether supplied by us or by others. These Terms of Business apply to any correspondence, telephone calls or other forms of communication with a customer who requests our assistance. We do not provide legal advice.

Our objective is to review and/or supply commercial documents that reflect our Customers' needs as specified and to meet their commercial and business objectives as outlined to us.

While we take considerable care to reflect Customers' requirements in the documents we prepare, ultimately it is for Customers to establish that the documents do meet their commercial and business needs. We are not responsible for instructions that we receive that are in any way inaccurate, incomplete, unclear or ambiguous.

Work for which time-based charges shall apply includes ("further work"): commercial structure and/or contract and document reviews (preliminary to contract drafting or otherwise), any work on a document undertaken after it has been first delivered to a Customer a. because of any inaccurate or incomplete instructions, b. phone calls & emails to discuss or review a document, c. to make any amendments, changes or updates to the text or content of a document; d. to make alterations to formatting, f. to provide responses and clarifications on documents delivered, including additional guidance and sign-posting. Our standard charge rate for further work is £185.00/hour or part thereof but may increase depending on the complexity and type of work involved. Higher rates will be advised if applicable. Further work will be invoiced at the end of each month during which further work is ongoing and / or as further work is undertaken.

If Customers' instructions include technical, medical, scientific or other special descriptions and/or specifications we will do our best to include these in a document if so requested but we do not take any responsibility for such details. Customers are assumed to have selected the correct and most appropriate template for their document where a template is provided to us with Customers' instructions. If we consider that the template supplied is not applicable or is not right for the purposes for which it was supplied we reserve the right to ask the Customer to find and supply an alternative template or to authorise us to do so.

Where we select a template document for the work we undertake for Customers we do so on a strictly no risk basis where the template has been prepared by or with the assistance of a third party- meaning that we take no responsibility for the accuracy and content of the template. If we supply a template document we try to provide one that meets the description given to us by a customer, but we do not take any responsibility for its suitability for a customer's particular purpose or requirements, whether or not these have been stated by the customer at the time of ordering.

If we have made a manifest error in preparing a document we will make good the error at no charge. Customers are requested to bring any such manifest error to our attention as soon as possible. We can take no responsibility for any changes that may be made to a document by Customers following its delivery to the Customer.

On delivery of documents to Customers we reserve the right to encrypt them pending payment of any outstanding fees. On payment we will release the password to enable the documents to be accessed.

Payment of the balance of the price stated in this Order Confirmation must be made on its delivery to the customer or its nominee. Delivery will be via email and payment is therefore required when the email attaching the document has been sent by us.

It is recommended that Customers seek independent legal advice where they have particular concerns over a document and how it could affect their legal rights and responsibilities. **We do not provide legal advice in relation to any of the documents we prepare or supply.**

Documents supplied under this Confirmation Order may include all or any of the following: Brackets around text; Brackets around blanks

These markings will normally indicate that the customer needs to consider the text where there is some or to include text to complete the clause of provision. There may also be alternative formulations for particular provisions or clauses indicated by brackets and the word 'or' between sets of brackets. The customer is invited to choose between the options to suit requirements. If the customer is in doubt the correct action is to ask us for clarification.

Documents may include marginal comments and these might include requests for clarification or seek to explain a provision. Customers need to read the comments and revert to us for any further clarification.

Documents may include hypertext links to websites that provide explanatory information (e.g. the ICO or to Gov.uk) that we consider might be useful to Customers. These links are provided by us purely for general assistance and do not constitute legal or any other kind of advice from us.

Documents may contain references to other agreements or documents either as schedules or as separate documents. Where these other documents and agreements are referenced but not supplied with the purchased document, it is because they are not covered by this Order Confirmation and require preparation and payment under a new Order Confirmation.

We may provide Customers with comments on the documents we supply when we send them out to help clarify certain points.

We do not provide our services to consumers i.e. individuals who are seeking services that are wholly or mainly outside the purposes of any business, trade, craft or profession.

Customers are welcome to raise queries with us on any document we supply, and we will try to address and any problems that arise from the drafting. Please use your usual email address to communicate with us.

Our aim is to provide documents and comments on documents that reflect the commercial and business needs of Customers and nothing more than this. Customers must carefully check the contents of all draft documents supplied to make sure they meet their commercial and business requirements.

The documents and comments provided by us do not come with any sort of legal advice, which means that contracts-direct.com, its directors and managers do not, for example, provide any guidance on how a document or a particular provision is to be interpreted or enforced under the law. We do not express a view or give advice on legal risks and responsibilities being undertaken by customers to whom we supply documents.

We provide the document in Microsoft Word format so that customers can make changes easily to the text and format to suit their needs. Generally, Customers may reformat a document once it has been delivered.