

Terms of Service and Engagement

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This is an archived version of the Lawyerly terms of service. It was published on 5 August 2026 and has since been replaced. It continues to apply to work instructed while it was the current version. The current Terms are at www.lawyerly.co/terms-of-service.

These Terms explain how Lawyerly works, the legal support we provide, and the basis on which your business uses our services. They form the legal agreement between Lawyerly Ltd and the business that signs up for or purchases our services.

By ticking the acceptance box during checkout, you agree to be bound by these Terms together with the Policies referred to in them.

If someone accepts these Terms or completes checkout on behalf of a business, they confirm that they are authorised to bind that business to them.

If you originally engaged us when our service was offered under the name “Lawyerlink”, these Terms now apply to that engagement in place of any earlier version. The legal entity providing the services, Lawyerly Ltd (Company No. 15697410), has not changed.

01 How Lawyerly works

Lawyerly gives your business practical legal support through Subscription Plans or Fixed Fee Services. Our service is designed to help businesses deal with legal and compliance issues earlier, more clearly, and with greater confidence.

We deliver our services mainly through the Client Hub. This is your central workspace for communicating with your solicitor, scheduling meetings in real time, uploading and sharing documents, receiving updates, accessing drafts and completed documents, and managing legal matters.

02 Scope of service

The services described below in this section are your Included Services. Your Subscription Plan gives you access to the Included Services, in each case subject to your Matters Allowance and to any other limit or condition set out in these Terms. All Included Services are covered by your subscription fee, except where these Terms expressly state otherwise. Services that are not Included Services are not covered by your subscription fee, and will be charged separately if we agree to provide them.

2.1 General legal advice and guidance

We provide day-to-day legal advice to help your business understand its position, manage risk, make informed decisions, and deal with legal issues as they arise. This can include:

- commercial arrangements;

- contractual rights and obligations;
- business risk and legal exposure;
- internal governance issues;
- employment matters;
- compliance concerns;
- intellectual property questions; and
- practical options for resolving disputes or avoiding them.

2.2 Ongoing and proactive legal service

Under a Subscription Plan, we aim to support your business on an ongoing basis, not only once a problem has already arisen. This can include:

- regular legal check-ins;
- support with legal planning;
- guidance on recurring legal issues;
- identifying documents or processes that may need updating; and
- practical input on strengthening the legal foundations of your business as it grows.

2.3 Corporate matters

We support a range of internal corporate and governance matters, from ownership documents and constitutional documents to resolutions, founder arrangements, and ongoing legal housekeeping. This can include:

- advice on business structure;
- articles of association;
- shareholders' agreements;
- board resolutions;
- shareholder resolutions;
- directors' service agreements;
- founder agreements;
- share subscription agreements;
- intellectual property assignment documents;
- consultancy or adviser agreements; and
- corporate housekeeping and governance support.

2.4 Commercial contracts and business documents

We help your business prepare, review, amend, negotiate, and improve the contracts and legal documents it uses day to day. This can include:

- customer contracts;
- supplier agreements;

- service agreements;
- consultancy agreements;
- non-disclosure agreements;
- contractor agreements;
- website terms and conditions;
- platform or app terms;
- data processing agreements;
- privacy-related contractual documents;
- framework agreements;
- franchise-related agreements; and
- other commercial contracts relevant to your business.

2.5 Employment law matters

We support businesses with employment law matters in their capacity as employers. This can include:

- employment contracts;
- consultancy arrangements;
- workplace policies and procedures;
- grievance and disciplinary support;
- redundancy process guidance;
- post-termination restrictions;
- internal employment disputes; and
- settlement agreements where these are within our permitted scope.

2.6 Compliance, regulatory, privacy, and policy matters

We help your business understand and manage legal compliance requirements relevant to its operations. This can include:

- policies and procedures;
- privacy and data protection guidance;
- data protection documentation support;
- internal compliance frameworks;
- legal guidance on regulatory risk;
- legal support on data breach issues;
- business-facing compliance obligations; and
- review of legal wording in operational documents.

2.7 Intellectual property and trade marks

We help your business protect the assets that support its brand, content, products, and commercial value. This can include:

- trade mark searches;
- trade mark application preparation and filing support;
- trade mark protection strategy;
- copyright ownership and use guidance;
- intellectual property assignments;
- licences;
- brand protection measures;
- cease and desist correspondence; and
- practical guidance on infringement risk.

As part of your Subscription Plan, we will cover the official filing fee for one standard UK trade mark application in one class in each Subscription Term. This is included on the Accelerate, Scale, and Enterprise plans; it is not included on the Launch plan, where the filing fee is payable by you. Any further filing fees, additional class fees, or other external costs are payable by you.

2.8 Commercial lease matters

We support certain commercial lease matters within our scope, particularly shorter and more straightforward lease arrangements. This can include:

- drafting commercial leases with a term of three years or less;
- negotiating short-form lease documents;
- amending short commercial leases;
- advising on key lease terms and legal risk;
- guidance on assignments, subletting, or lease changes within scope; and
- guidance on break clauses, renewals, and exit planning.

2.9 Business dispute matters

We help businesses deal with disputes at the pre-action stage, with the aim of resolving issues early and proportionately where possible. This can include:

- advice on legal position and available options;
- legal analysis of correspondence and supporting documents;
- pre-action correspondence;
- letters before action;
- responses to legal threats or complaints;
- negotiation support;
- settlement strategy; and
- settlement agreements where appropriate and within scope.

Business dispute support is included on the Accelerate, Scale, and Enterprise plans; it is not included on the Launch plan.

2.10 Debt recovery matters

We support unpaid invoice and debt recovery matters where legal involvement is appropriate and commercially justified. This can include:

- reviewing the legal basis of the debt;
- formal payment demands;
- letters before action;
- negotiating repayment arrangements;
- advising on settlement options; and
- helping you assess whether escalation is worthwhile.

2.11 Franchising matters

Where relevant, we support franchising structures and franchise documentation. This can include:

- franchise agreements;
- intellectual property licence arrangements connected to franchising;
- disclosure documentation;
- review of franchise manuals for legal consistency or compliance issues;
- renewal documentation;
- transfer documentation;
- exit documentation; and
- guidance on franchise governance and legal structure.

03 What we do not do

Some matters are not included within the Included Services because they require specialist representation, formal filings, a different regulatory framework, or a separately scoped project.

In some cases, we may be able to provide that work separately under a Fixed Fee Service or other written scope of work, but it does not form part of the Included Services unless we expressly agree this with you. Examples include:

- work for anyone other than the Client business, including directors, shareholders, founders, employees, investors, customers, suppliers, or other connected individuals in their personal capacity;
- advice on laws outside England and Wales;
- court proceedings, conduct of litigation, rights of audience, or other Reserved Legal Activities;
- highly specialised or regulated advisory work outside our usual business legal support model;

- complex transactional, implementation-heavy, or project-managed work, including mergers and acquisitions, sales or purchases of businesses, and full investment round support, unless separately agreed;
- company, regulatory, registry, court, tribunal, or other formal filings or submissions;
- commercial leases longer than three years, conveyancing, Land Registry completion work, or other specialist property work outside our usual service scope; and
- technical audits, tax, accounting, financial advice, valuation advice, immigration advice, cyber-security reviews, or other non-legal consultancy.

04 Subscription Plans

Subscription Plans are our main service model. They are intended to give your business ongoing access to legal support across the Included Services, without re-quoting each piece of work as it arises.

4.1 How Subscription Plans work

A Subscription Plan gives your business access to the Included Services for the Subscription Term, subject to your Matters Allowance, the fair use provisions in clause 4.7, and any other limit or condition set out in these Terms.

The Subscription Term is 12 months from the date checkout is completed for that plan, unless we agree a different term with you in writing.

All work we carry out under a Subscription Plan is subject to these Terms.

4.2 Work covered by your Subscription Fee

A Matter is covered by your Subscription Fee if it is in our Included Services, available on your Subscription Plan and within your Matters Allowance.

4.3 Work not covered by your Subscription Fee

Where a Matter is not covered by your Subscription Fee, we may offer to carry it out as a Fixed Fee Service, or under another scope agreed with you in writing, or refer you to an external specialist and provide a structured handover. We are not obliged to do so.

Any such work is chargeable separately and does not form part of your Subscription Plan.

4.4 Plan eligibility and verification

Subscription Plans are priced and allocated by reference to your business's turnover, size, and stage of growth, as set out in your plan details at checkout.

You are responsible for selecting the plan that fits your business when you sign up, and for telling us within 30 days if your turnover, size, or stage of growth changes so that a different plan applies. We may ask you for reasonable information to confirm that you are on the correct plan, and you must provide it within a reasonable time.

Where your plan selection was made in good faith on the basis of information that was accurate at the time, any move to a different plan applies from the date we notify you of the change.

Where you have given us information that is incorrect, misleading, or incomplete, we may charge you the difference between the Fees you have paid and the Fees payable on the correct plan, from the date on which the correct plan should have applied, and may suspend or terminate the services in accordance with these Terms.

4.5 Matters Allowance

Your Matters Allowance is the number of Matters included in your Subscription Plan in each Subscription Term:

Plan	Matters Allowance
Launch	6
Accelerate	12
Scale	18
Enterprise	24

A Matter is one complete piece of legal work with a defined deliverable, such as a contract drafted or reviewed, a written advice note, a formal letter, or a set of documents produced together. Where documents are prepared together as part of a single instruction and we consider, acting reasonably, that they are related, they count as one Matter.

General legal guidance and check-ins of the kind described in clauses 2.1 and 2.2 do not count towards your Matters Allowance, and are instead subject to the fair use provisions in clause 4.7. Where guidance or a check-in results in a deliverable of a kind described above, it counts as a Matter.

Where your Subscription Plan has a numerical Matters Allowance, that allowance runs per Subscription Term. Unused Matters do not roll over, and we do not refund or credit them. A Matter counts towards the Subscription Term in which it is instructed, even if it is completed after that Subscription Term has ended.

Where your Subscription Plan has a numerical Matters Allowance and you reach it, further work remains available as a Fixed Fee Service, subject to the fixed fee discount in clause 4.6.

4.6 Fixed fee discount

If we agree a Fixed Fee Service for you while your Subscription Plan is active, we will apply your plan's fixed fee discount to our published fixed fees. Your discount is shown in your plan details at checkout or confirmed to you in writing.

This applies to any Fixed Fee Service, including work outside the Included Services and work beyond your Matters Allowance.

The discount does not apply to Third-Party Costs. Where we quote for a project on a bespoke basis rather than at a published fixed fee, we will tell you whether your discount applies before you accept the quote.

4.7 Fair use

Fair use applies to general legal guidance and check-ins on all plans.

Fair use means use that is reasonable for one business of your size and type, for its own legal needs. It does not include use for another business or person, or use that amounts to reselling our services.

If we think that your use is not fair use, we will tell you and talk to you about it first. If your use does not return to fair use within a reasonable time, we may suggest an upgrade, agree a Fixed Fee Service for further work, or hold further requests until it does.

4.8 Renewals

Subscription Plans renew automatically for a further Subscription Term at the end of the current Subscription Term, unless cancelled in accordance with these Terms, the Cancellation and Refund Policy, or any relevant service-specific terms.

If you do not want your Subscription Plan to renew, you must give us written notice at least 30 days before the renewal date.

We will aim to remind you at least 30 days before the renewal date, but it remains your responsibility to give notice in time. A failure to send a reminder does not affect the renewal.

On renewal, your Subscription Fee is the fee in force at the renewal date, notified to you in accordance with clause 4.9.

4.9 Fee reviews and changes

We may review our Fees from time to time.

Any change to your Subscription Fee takes effect from your next renewal date. We will give you at least 45 days' written notice before the renewal date of any change to your Subscription Fee.

If you do not accept the new Subscription Fee, you may give notice under clause 4.8 that your Subscription Plan will not renew.

05 Fixed Fee Services

This section explains how our Fixed Fee Services work, how the scope is agreed, when work starts, how payment works, and what happens if the Matter changes.

5.1 How Fixed Fee Services work

A Fixed Fee Service is a specific piece of legal work that we agree to carry out for a fixed fee. Each Fixed Fee Service applies only to the Matter, scope, assumptions, exclusions, and delivery terms set out in the relevant Fixed Fee Proposal, invoice, scope confirmation, or other written document issued by us for that Matter.

A Fixed Fee Service does not create an ongoing subscription or open-ended access to legal support. It applies only to the specific Matter we have agreed to carry out for the fixed fee.

5.2 Confirming scope

Before we begin a Fixed Fee Service, we will confirm the scope of the relevant Matter. That scope may include assumptions, exclusions, limits on deliverables, and any specific timing or payment terms we set out in writing.

Only the work expressly included in the agreed scope forms part of the Fixed Fee Service. Any work outside that scope is excluded unless we confirm otherwise in writing.

5.3 When we start work

Once the scope has been confirmed, we will issue an invoice for the agreed Fixed Fee Service. We do not begin substantive legal work on a Fixed Fee Service until the relevant invoice has been paid in full, and any required onboarding and compliance checks have been completed and cleared successfully.

5.4 Payment for Fixed Fee Services

Once a Fixed Fee invoice has been issued, you may pay it automatically using the payment card held on record through Stripe, through a payment link, or by EFT or bank transfer.

When you choose automatic payment using the card held on record, you authorise payment to be taken for the relevant invoice in accordance with the agreed payment method and any related payment set-up completed through Stripe.

5.5 Changes to scope

If the scope of a Matter changes, or the work becomes materially more involved, urgent, document-heavy, or negotiation-heavy than originally described, we will discuss this with you before doing additional work and confirm any revised scope, fee, timeline, or next steps.

We may confirm that the work remains within scope, needs a revised fee or separate scope, should move to a different service arrangement, or falls outside our service.

We may pause work while a revised arrangement is agreed. We are not required to carry out work outside the agreed fixed-fee scope unless that revised arrangement has been confirmed in writing.

5.6 If you ask us to stop work

You may ask us to stop work on a Fixed Fee Service at any time, but this does not automatically cancel any liability for fees already incurred or agreed.

If you ask us to stop work after a Fixed Fee Service has been agreed or started, we may retain or charge fees for work already completed, time already committed, documents already prepared or substantially prepared, any external costs or third-party costs incurred, and any non-refundable elements of the agreed fixed fee, where clearly stated in the relevant Fixed Fee Proposal or scope confirmation.

Any refund, credit, or reduction will be dealt with in accordance with these Terms, the relevant Fixed Fee Proposal, and our Cancellation and Refund Policy, where applicable.

5.7 No automatic renewal

Fixed Fee Services do not renew automatically. Once the agreed scope is complete, the Fixed Fee Service ends unless we agree to further work with you separately.

06 Working together

This section explains what we may need from you to get started, how we deliver the service in practice, and how we manage Matters once we are working with you. The aim is to ensure the service runs smoothly, safely, and efficiently for both parties.

6.1 Getting started

Before we begin work, you will need to complete our onboarding process. This includes setting up your profile on the Client Hub, confirming who we are acting for, and completing standard identity, verification, AML, KYC, and related compliance checks, as is standard in the legal industry.

You must provide accurate, complete, and up-to-date information for these purposes. We may delay the start of work until onboarding and compliance checks have been completed, and may decline to start work, pause work, or stop acting if they cannot be completed properly.

6.2 The Client Hub and communication

Our services are mainly delivered through the Client Hub. This is the main place from which you will usually communicate with us, share documents, receive updates, access drafts and completed work, manage Matters, and review certain invoices or payment requests.

Where appropriate, we may also communicate by email, phone, video call, or other agreed channels. Even so, we may require documents, approvals, or instructions to be provided or confirmed through the Client Hub where that is the most practical way to manage the service.

6.3 Your instructions and responsibilities

To help us work effectively, you must provide clear instructions, relevant documents, and accurate, complete, and up-to-date information. You must also ensure that only authorised people use your account or access the Client Hub on your behalf, and that login details are kept secure.

You should respond to reasonable questions, review drafts promptly where needed, make decisions in a timely way, and tell us promptly about any change to your business, ownership, contact details, or key representative that may affect the service.

Unless we expressly agree otherwise in writing, we are entitled to rely on the information, documents, and instructions you provide without independently verifying them.

6.4 How we manage Matters and timelines

We manage Matters in a practical and commercially sensible way, taking account of urgency, complexity, business impact, timing requirements, available information, and reasonable capacity.

Matters are usually progressed sequentially, but where appropriate, we may prioritise urgent or time-sensitive work and progress Matters in parallel.

We aim to respond and move work forward within reasonable timeframes, but turnaround will always depend on the circumstances of the Matter. As a general guide, we usually acknowledge messages within 24 to 48 hours, and usually provide substantive advice, drafting, or contract work within 7 to 14 days, depending on complexity.

These timeframes are indicative only and are not guaranteed deadlines. If a Matter is urgent, you should make that clear when instructing us so we can decide how best to prioritise it within our service model.

6.5 Completion of a Matter

A Matter may be treated as complete once the agreed scope of work has been delivered, or the relevant advice or document has been provided.

We may also treat a Matter as complete if we are waiting for further instructions, information, documents, or confirmation from you and do not receive them within a reasonable time.

If you ask us to revisit a closed Matter or address follow-up issues, we will reopen the Matter. Minor follow-up work connected to the original scope will not normally count as a new Matter for the purposes of your Matters Allowance. Where the follow-up amounts to substantial new work, we may treat it as a new Matter. We will tell you before we treat follow-up or reopened work as a new Matter for the purposes of your Matters Allowance.

07 Payments and billing

This section explains how our Fees are charged, how payment works, and what happens if payment is late or unsuccessful.

7.1 Fees, VAT, and Third-Party Costs

You must pay the Fees that apply to the services you have purchased.

Our Fees may include Subscription Fees, Fixed Fees, additional agreed fees, disbursements, and VAT where applicable. Unless we expressly say otherwise, our Fees do not include Third-Party Costs, which you will pay in addition. These are external costs payable to others, such as filing fees, registry fees, counsel's fees, expert fees, courier charges, or other outside provider costs connected with a Matter.

Where VAT applies, it will be charged at the applicable rate.

7.2 How payment works

Subscription Plans are paid automatically through Stripe using the payment card held on record at checkout or otherwise stored for the relevant Subscription Plan. By signing up for a Subscription Plan, you authorise us to collect the Subscription Fees in accordance with the agreed payment schedule.

Fixed Fee Services are paid by invoice, via an online link or bank transfer.

7.3 When payment is due

For Subscription Plans, payment is due according to the payment option selected at checkout, whether annual or monthly.

Where a Subscription Plan is paid monthly, this is a monthly payment option for a fixed-term Subscription Plan and does not make the service a month-to-month arrangement.

Where a Subscription Plan is paid monthly, the Subscription Fees for the full Subscription Term remain payable, and the remaining monthly payments continue to fall due, unless we agree otherwise in writing.

For Fixed Fee Services, payment is due in full before substantive work begins. We may keep the Matter on hold until payment is received and any required onboarding or compliance checks are completed.

7.4 Overdue or failed payments

If a payment fails, is declined, or remains unpaid after it is due, we may pause substantive work until your account is brought up to date.

For Subscription Plans, if any payment remains unpaid for 30 days or more after its due date, we may suspend legal services until your account is brought up to date. This may mean that we stop progressing an open Matter, do not begin a new Matter, or do not release further drafts, advice, or work product. Where a Subscription Plan payment fails, it may also be retried in accordance with the relevant payment provider's processes.

For Fixed Fee Services, payment must usually be made before we start work, unless we have expressly agreed otherwise in writing.

You remain responsible for all Fees properly due under these Terms and any agreed scope, whether or not work has been paused or suspended due to non-payment.

We are not responsible for delays caused by late, failed, or incomplete payment steps, or by your failure to maintain a valid payment method where required.

08 Ending the service

This section explains how the services may come to an end, when we may pause or stop acting, and what happens when the service ends.

8.1 Ending by you

You may end the services, or a particular part of the services, in accordance with these Terms, any agreed break clause, and our Cancellation and Refund Policy.

If you want a Subscription Plan to end, you must give us written notice at least 30 days before the renewal date. Your plan will then continue to the end of the current Subscription Term and will not renew.

If you ask us to stop work on a Fixed Fee Service, we will deal with that request in accordance with these Terms, the relevant Fixed Fee Proposal, and our Cancellation and Refund Policy, where applicable.

8.2 Ending or pausing by us

We may pause or terminate the services immediately, or on reasonable notice, if you fail to complete required onboarding or compliance checks, fail to provide information, documents, instructions, or approvals we reasonably need, materially breach these Terms, provide false, misleading, or materially incomplete information, fail to pay Fees when due, or if continuing to act would create a legal, ethical, professional, or regulatory issue.

We may also pause or stop acting if a Matter falls outside our permitted scope and no suitable alternative arrangement can be agreed, if the working relationship becomes abusive or inappropriate, or if we are required to do so by law.

We are not responsible for any delays caused by such a pause.

8.3 What happens when the service ends

When the services end, whether by expiry, cancellation, break, termination, or completion of a Matter, we will stop substantive work on the affected Matter unless otherwise agreed in writing. Your right to receive further services under the relevant arrangement will end, and any Fees already properly due will remain payable.

We may close Matters administratively where appropriate. We may also restrict access to live Client Hub features once the service has ended, although we may allow limited access to billing information, completed work, historic documents, or other records for a reasonable period.

We are not obliged to keep the Client Hub available indefinitely after the service ends.

8.4 Ongoing responsibilities after the service ends

If we are aware of an urgent legal issue, key deadline, or immediate practical risk at the point a Matter is closing, we will take reasonable steps to notify you before closure. However, once the service has ended, we are not responsible for future action unless we have expressly agreed to continue acting.

It remains your responsibility to appoint another adviser if further work is required after the service ends.

We will retain client files and records in accordance with our legal, regulatory, operational, and retention requirements, and may make final documents or retained records available through the Client Hub or another reasonable method, subject to any legal, operational, or retention limits that apply.

Ending the services does not affect any rights or obligations that are intended to continue after termination or expiry, including payment of outstanding Fees, confidentiality, liability limits, document ownership, file retention, complaints, and governing law.

09 Complaints and concerns

We want to provide a legal service that is clear, practical, and fair. If you are unhappy with any part of the service, we encourage you to tell us so that we have the opportunity to address it properly.

Our Complaints Policy explains how to raise a complaint, how we will investigate it, the timescales we aim to follow, and what escalation options may be available.

The Complaints Policy forms part of these Terms and should be read together with the other policies referred to in them.

10 Important legal terms

This section sets out the wider legal framework that applies to our relationship. It starts with who we are and the insurance we hold, then covers how we protect your information, how liability works, and the legal mechanics that sit behind the service.

10.1 Our regulatory position

Legal services provided through Lawyerly are delivered by solicitors who are individually authorised and regulated by the Solicitors Regulation Authority and remain personally bound by the SRA's professional rules and Code of Conduct.

Lawyerly is built as a modern legal service model. By combining solicitor expertise with technology, efficient systems, and a more streamlined way of working, we aim to make legal support more accessible, more responsive, and more cost-effective for businesses, while remaining within the professional and regulatory framework that applies to the solicitors who deliver the service.

Lawyerly is not itself authorised as an SRA-regulated law firm, but the solicitors delivering legal services are individually regulated and subject to the SRA's professional standards, and you have the right to raise concerns or make a report to the SRA where appropriate. The scope and limits of the service are set out clearly in these Terms and in our Legal Service Statement.

10.2 Professional indemnity insurance

We hold professional indemnity insurance with a limit of indemnity of £1,000,000 per claim. Our insurance is arranged through Alchemy Underwriting Limited. Further details are available on request.

10.3 Confidentiality

We will take reasonable steps to protect the confidentiality of your confidential information.

We may disclose your information where reasonably necessary to provide the services, comply with legal, regulatory, professional, or compliance obligations, where disclosure is required by law, court order, or a regulatory authority, where you ask us to make a referral or introduction, or where disclosure is otherwise permitted under these Terms or our Policies.

Information will not be treated as confidential if it is already public, except through our breach.

10.4 Privacy and data protection

We are committed to handling personal data in accordance with applicable data protection law.

Our handling of personal data is also governed by our Privacy Policy and, where relevant, our Data Processing Addendum. You should read those documents carefully, particularly if you provide us with personal data relating to customers, staff, contractors, suppliers, or other individuals. Those documents also set out the sub-processors and service providers we engage in connection with the services, including any international transfers and the safeguards in place.

10.5 AI tools in service delivery

We use AI tools in the course of delivering our services, including for tasks such as research, drafting, summarising, document review, and operational support. Our solicitors remain responsible for the legal advice and work product we provide to you.

AI providers we use are listed in our Privacy Policy and Data Processing Addendum.

10.6 Ownership and use of documents

We retain ownership of our pre-existing materials, systems, templates, precedents, drafting methods, workflows, automation tools, and general legal know-how.

Documents we prepare for you are intended for your business's use in connection with the purpose for which they were prepared. Unless we agree otherwise in writing, they must not be resold or distributed for unrelated third-party use without our prior written consent.

10.8 Reliance on information and instructions

We rely on the information, documents, background, and instructions you provide. Unless we expressly agree otherwise in writing, we are entitled to assume that they are accurate, complete, and not misleading, and that the people instructing us on behalf of the Client are authorised to do so.

We are not responsible for losses arising from inaccurate, incomplete, misleading, or late information or instructions provided by you.

10.9 Liability and limits of responsibility

To the fullest extent permitted by law, our total liability to you arising out of or in connection with any one Matter, or any series of connected Matters arising from the same originating cause, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed £1,000,000.

This limit reflects our professional indemnity insurance and applies per claim or series of connected claims. It applies in aggregate across all persons and entities who may claim in connection with the same Matter or originating cause.

To the fullest extent permitted by law, we are not liable for any indirect, consequential, special, or incidental loss, or for any loss of profit, revenue, business opportunity, goodwill, anticipated savings, or data.

We are also not liable for losses arising from the acts or omissions of third parties, including external advisers, experts, filing bodies, payment providers, or other service providers, or for delay or failure caused by events outside our reasonable control. Events outside our reasonable control may include failures of third-party systems, internet or platform outages, supplier failures, strikes, public health events, or government action.

We are not liable for losses arising from your failure to obtain separate specialist advice where we have told you that such advice is needed, or from inaccurate, incomplete, misleading, or late information or instructions provided by you.

We are also not liable for claims brought in or under the laws of the United States of America or Canada, or for any matter that falls outside the scope of our professional indemnity insurance for a reason that is not caused by our own act or omission.

Nothing in these Terms limits or excludes liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be excluded or limited.

10.10 Third-party advisers, referrals, and incentives

Where appropriate, we may refer you to, introduce you to, or suggest external advisers or service providers, such as barristers, litigators, patent attorneys, accountants, tax advisers, or other specialists.

You are free to decide whether to instruct any third party. Unless we expressly agree otherwise in writing, we are not responsible for the services, advice, costs, or conduct of any third-party adviser or provider.

When we refer you to an external specialist, we can help with a structured handover to ensure the transition is as smooth and informed as possible.

In some cases, members of our team may receive an internal incentive. Any such arrangement is internal to us and does not increase the cost to you.

10.12 Changes to these Terms

We may update these Terms from time to time where reasonably necessary, including to reflect changes to our services, pricing structure, legal or regulatory requirements, systems, or operating model.

Where a change is material, we will aim to give you reasonable notice before it takes effect. Continued use of the services after the updated Terms take effect means that the updated Terms apply, unless the law requires a different approach or we agree otherwise with you.

10.13 Assignment, third-party rights, and general legal effect

We may assign, transfer, subcontract, or otherwise deal with our rights and obligations under these Terms as part of operating and developing the service, provided that doing so does not materially reduce the service protections available to you.

You may not assign, transfer, subcontract, or otherwise deal with your rights or obligations under these Terms without our prior written consent.

Unless these Terms expressly say otherwise, a person who is not a party to them has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of their terms.

If any provision of these Terms is found to be invalid, unlawful, or unenforceable, the rest of the Terms will continue in full force and effect, and the affected provision will be treated as modified to the minimum extent necessary to make it valid and enforceable where possible.

If either party delays or does not enforce a right under these Terms, that does not mean that right has been waived.

10.14 Governing law

These Terms and any dispute or claim arising out of or in connection with them, their subject matter, or their formation are governed by the laws of England and Wales.

The courts of England and Wales will have exclusive jurisdiction, unless the law requires otherwise.

11 How the Terms fit together

By accepting these Terms during checkout, including through Stripe, and by purchasing or using our services, you confirm that you have read and agree to be bound by these Terms of Service and Engagement; our Policies, including our Privacy Policy, Complaints Policy, Cancellation and Refund Policy, Cookies Policy, and, where applicable, our Data Processing Addendum; and, where relevant, any applicable Subscription Plan terms, Fixed Fee Proposal, invoice, scope confirmation, or other written service-specific document we issue to you.

If you accept these Terms on behalf of a company, partnership, or other business entity, you confirm that you are authorised to bind that business to them.

If there is any inconsistency between these Terms and one of our Policies, these Terms will prevail, except that the Data Processing Addendum will govern any issue relating specifically to personal data processing.

If there is any inconsistency between these Terms and an agreed Fixed Fee Proposal or other written scope confirmation, the Fixed Fee Proposal or written scope confirmation will prevail for that Matter in relation to scope, fees, delivery, payment, and any expressly stated cancellation or refund terms.

If you do not agree to these Terms and the Policies referred to in them, you must not use the services.

If you have any questions about these Terms, our Policies, or the services, you may contact us at support@lawyerly.co.

12 Key definitions

In these Terms, the following terms have the meanings given:

12.1 Business Entity

The business registered with us for the services. This may be a sole trader, partnership, limited company, LLP, or another business vehicle accepted by us. If a business has not yet been formally incorporated or formed when services are requested, the services will be treated as applying to the individual business owner or other person instructing us until the business is legally formed and accepted by us as the Client. That individual remains responsible for all fees, instructions, and liabilities arising before the business is formed and accepted by us, unless we agree otherwise in writing.

12.2 Client

The Business Entity to which we provide the services under these Terms.

12.3 Client Hub

Our online client portal and matter-management platform through which the Client signs up for services, uploads documents, communicates with us, receives updates, accesses documents, manages Matters, and completes certain payment and onboarding steps.

12.4 Fees

All amounts payable for the services, including Subscription Fees, fixed fees, additional fees, disbursements, Third-Party Costs, and any other agreed charges.

12.5 Fixed Fee Proposal

The written proposal, quote, scope confirmation, statement of work, email confirmation, or other written record in which we set out the scope, assumptions, exclusions, fee, timing, payment terms, and any service-specific cancellation, refund, staged payment, or non-refundable terms for a Fixed Fee Service.

12.6 Fixed Fee Services

A specific Matter or piece of legal work that we agree to carry out for a fixed fee, as set out in the relevant Fixed Fee Proposal. References to Fixed Fee Services include one or more such pieces of work.

12.7 Included Services

The legal services described in section 2, subject to the Subscription Plan you are on and to any limits set out in these Terms.

12.8 Key Representative

The individual who signs up for the services on behalf of the Client, accepts these Terms, completes the required identity verification and onboarding steps, and acts as the primary contact for compliance and account set-up purposes, unless we agree otherwise.

12.9 Lawyerly Ltd, Lawyerly, we, us, our

Lawyerly Ltd (Company No. 15697410), registered in England and Wales.

12.10 Matter

The specific legal task, issue, instruction, project, or piece of work on which we are acting for the Client.

12.11 Matters Allowance

The number of Matters included in your Subscription Plan in each Subscription Term, as set out in clause 4.5.

12.12 Policies

Our policies, including our Privacy Policy, Complaints Policy, Cancellation and Refund Policy, Cookies Policy, and, where applicable, our Data Processing Addendum.

12.13 Reserved Legal Activities

Legal activities that are reserved by law to authorised persons or authorised firms, including activities such as the conduct of litigation, rights of audience, reserved instrument activities, probate activities, notarial activities, and the administration of oaths.

12.14 Services

The legal services we provide under these Terms, including Subscription Plans and Fixed Fee Services.

12.15 Subscription Plan

One of our ongoing subscription service plans under which the Client receives legal services for the agreed Subscription Term.

12.16 Subscription Fees

The fees payable for a Subscription Plan.

12.17 Subscription Term

The agreed term of a Subscription Plan, which is 12 months from the date checkout is completed for that plan unless we expressly agree otherwise in writing.

12.18 Terms

These Terms of Service and Engagement, as updated from time to time in accordance with their terms.

12.19 Third-Party Costs

External costs, charges, or fees payable to third parties which are not included in our Fees unless we expressly state otherwise.

12.20 You / your

The Client and, where the context requires, the Key Representative or any other person using the services or giving instructions on the Client's behalf.

13 Contact us

For any questions about these Terms, please contact us at support@lawyerly.co.