

Terms and Conditions of BPIF LegalPlus

1. Definitions

- 1.1 "We" and "us" and "our" means the British Printing Industries Federation.
- 1.2 "You" and "your" means.
- 1.3 "Services" means Legal Plus services provided by the BPIF to you and includes advice and representation on standard non-contentious commercial legal matters other than Excluded Items.
- 1.4 "Excluded Items" means large and complex matters including (non-exhaustively) cross-border negotiations; commercial property transactions; M&As; (see 8.6 below).
- 1.5 "Disbursements" means expenses that we have to pay including but not limited to fees charged by Outside Experts which may be necessarily incurred during provision of the Services, travel, accommodation and bulk photocopying.
- 1.6 "Outside Experts" means barristers; experts; external legal firms.
- 1.7 "Extended Subscription" means the extra membership cost of using the Services which is reviewed annually.

2. Eligibility

- 2.1 You may subscribe to the services if you are an existing member of BPIF Limited.
- 2.2 The extended subscription rate applies to members only.

3. Our Obligations

- 3.1 To provide the Services to you throughout the course of this Agreement in a professional manner with full recourse to appropriate advice, except that we shall not be obliged to commence performance of the Services until we receive full payment of our invoice in respect of the extended subscription.
- 3.2 To keep you fully informed of the progress of any matters undertaken by us.
- 3.3 To advise you in a timely manner of the need for outside advice which will attract disbursements and to keep you fully up to date with the level of those disbursements.

4. Your Obligations

- 4.1 To pay an extended subscription to the BPIF within 30 days of BPIF's relevant invoice.
- 4.2 To pay all agreed disbursements.
- 4.3 To provide full instructions to us in order for us to act for you in a professional manner.
- 4.4 To respond in a timely manner to all correspondence from us.
- 4.5 To remain a member of BPIF Limited whilst this agreement is in force.

5. Disbursements

- 5.1 Although we are able to provide the services on a day-to-day basis, there may be cases which in our professional view require outside advice from outside experts. In those circumstances we will inform you of the likely amounts involved and payment will be your responsibility.
- 5.2 Non-payment of disbursements within 60 days of presentation of a fee note will be a breach of this Agreement and in those circumstances we reserve the right to terminate the Agreement forthwith.

6. Termination

- 6.1 Termination by either party other than for a breach, must be in writing giving one months' notice, such notice to expire on the anniversary of this Agreement.
- 6.2 If either party is in breach of its obligations the other party will give written notice of the breach and require its remedy within 14 days. Upon failure to take the required remedial action this Agreement will terminate forthwith.
- 6.3 If at any time you decline to accept our advice, this Agreement will terminate forthwith. For clarity, this will normally mean our advice in Employment Tribunal matters, where the refusal to take our advice leads to an unnecessary prolonging of a dispute.
- 6.4 In particular, but without prejudice to the generality of para 6.3, should our advice be that settlement at a specific figure should be pursued and you decline to settle for that figure, this Agreement will terminate forthwith.
- 6.5 Subject to any claims against the BPIF for negligence, termination upon our breach, entitles you to a pro rata refund of your extended subscription to the BPIF.
- 6.6 Termination upon your breach will not result in any such refund.

7. Matters involving other BPIF members

- 7.1 Matters involving other BPIF members are excluded from this Agreement.

8. Extent of Services

- 8.1 Given the size of the subscription paid to secure this Agreement, it is acknowledged that not every possible legal matter that may arise will be dealt with under this Agreement.
- 8.2 Further it is acknowledged by both parties that it would not be proper for us to act for you in matters which given the subscription paid is beyond our expertise and resources.
- 8.3 Notwithstanding 8.1 and 8.2 above we will use our best endeavours to deal with all matters under the Terms of this Agreement, including advising you on the use of outside experts and we confirm we

will give full reasons for any decision that a matter is excluded from this Agreement and will consider sympathetically any representations by you as to why we should continue.

- 8.4 Should you so require, this Agreement does cover our acting as a "watching brief" over any excluded items.
 - 8.5 This Agreement covers all standard non-contentious commercial legal matters and includes (non-exhaustively):
 - Telephone advice
 - Solicitors' letters
 - Negotiating settlements
 - Drafting legal documentation
 - Acting as legal adviser with a "watching brief" on large and complex matters
 - Employment disputes and settlements
 - 8.6 It is not possible to give an exhaustive list of matters which are excluded from this Agreement but by way of example they will include:
 - Any matter which constitutes a "Reserved Legal Activity" as defined by the Legal Services Act 2007
 - Cross-border negotiations
 - Buying and selling businesses
 - Commercial property transactions
 - Matters involving disputes with other BPIF members (see cl 7 above)
 - 8.7 It is a condition of this Agreement that should we advise you that you do not have a reasonable chance of success in an employment dispute matter then from the date of that advice we will no longer be required to act for you in that matter.
- ### 9. Appeals and References to Higher Courts
- 9.1 If the BPIF Legal Department advises that the member should Appeal any decision, then the Legal Department will advise on and prepare the case, but representation will be by Counsel and will be at the member's expense.
- ### 10. Payment
- 10.1 This Agreement commences on date of signature below.
 - 10.2 You agree to pay £ plus VAT being the relevant extended subscription in return for provision of the Services from the commencement date.