

Terms & Conditions

1. About Us;

This website; <http://usconsultancyservices.com> is owned and operated by US Consultancy Services Ltd. (“US Consultancy”, “company”, “we”, “us”). Email: instruct@usconsultancyservices.com

2. Accessing Our Website:

This page (together with any documents referred to on it) tells you the terms of use of our website, whether as a guest or a registered user. Please read these terms of use carefully before you start to use the site. By using our site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please leave the site and refrain from further use.

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice. We will not be liable if for any reason our site is unavailable at any time or for any period.

3. Reliance on Information:

US CONSULTANCY SERVICES is NOT a regulated law practice and we do not act as solicitors or barristers and do not represent a client in the same way that solicitors and barristers do. Rather, US CONSULTANCY SERVICES provides a McKenzie Friend service (the Service) to litigants in person (either individuals or small and medium sized enterprises) who are involved with, or may be contemplating becoming involved with, Family Court or Civil Court processes.

Employment Tribunals (ET) are independent tribunals, administered by HM Courts & Tribunals Service. The procedure rules for ET are different to Civil Procedure Rules and a County Court. A claimant at ET may appoint a representative to act as an agent. In such circumstances US CONSULTANCY SERVICES may act as an agent on the client’s behalf.

Nothing in this website constitutes professional or qualified legal advice. If you need legal advice, then please contact a qualified solicitor. Any action you take upon the information on our website is strictly at your own risk. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

4. Our Liability

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude: All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for:

- loss of income or revenue;
- loss of business;
- loss of profits or contracts;
- loss of anticipated savings;

IMPORTANT NOTICE:

US Consultancy Services Limited is incorporated in England and Wales with registration number 14002900 and its Registered Office address is: 562-564 Manchester Road, Bradford, England, BD5 7LR. US Consultancy Services Limited is registered with the ICO under registration number: ZB390649. US Consultancy Services Limited is not a firm of solicitors. We **DO NOT** provide Legal Advice. You are advised to take appropriate and independent legal advice.

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- loss of data;
- loss of goodwill;
- wasted management or office time; and
- for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

5. Intellectual Property Rights:

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference and you may draw the attention of others within your organisation to material posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.

You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

6. Client Confidentiality:

The Company is registered with the Information Commissioner's Office and a Designated Director acts as a Data Controller under the terms of the Data Protection Act 2018. For full details please see visit our download our Privacy Policy.

7. Fees and Other Charges:

The Company operates a basic cost unit of one hour broken down into 15-minute increments. Charges will apply to every 15 minutes of time expended (except for an initial 30-minute free telephone conversation), unless a fixed charge has been applied to specific products. Should there be any supplementary questions arising from the work done by 'US CONSULTANCY SERVICES', or ancillary issues are raised, these will be dealt with at no extra charge unless the work involved would go beyond the simple clarification of outstanding points. Where a fresh thread of work is involved there will be a fee charged at the Company's standard rate. Other charges and reasonable disbursements may apply. The Scale of Fees refers.

All fees are payable in advance directly via PayPal or alternatively, if agreed by bank transfer. No VAT is charged on our fees. Once a customer requests us to carry out work, we will then email an invoice.

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This can be paid by either debit/credit card or through the customers own PayPal accounts or by bank transfer. Work will not commence until funds are received. We reserve the right to apply an admin fee of £150.00 in the event of cancellation of our attendance at a pre-booked court hearing due to a client's decision.

Subject to prior agreement, and only in exceptional circumstances, payments due to the Company will be notified to the client by invoice and become payable within 14 days of the date of invoice.

Other charges may apply in circumstances where it is necessary, with the consent of the client, to gather evidence, including by means of interviews and witness statements, and this may include travel costs.

The Company will always endeavour to provide the client with a reasonably accurate estimate of costs in the event of any proceedings being considered.

All other services offered by the Company are charged in accordance with the Scale of Fees which are available on request.

8. Ownership of Supplied Material

All documents and any other material supplied by the client to the Company in the course of the Company's work for a client remains the property of the client. Such material will be properly safeguarded by the Company while it is in their possession.

At the conclusion of a case or at such time as the Company ceases to be engaged by the client, all material supplied by the client will be returned by the Company to the client. The Company will keep its own records of each case with which it has been involved. Client confidentiality will be maintained at the conclusion of the engagement by a client of the Company. All records will be held securely.

9. Viruses, hacking and other offences:

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

10. The Company's Commitment to the Client:

The Company is engaged as the client's agent in the case of a consumer complaint, employment dispute or alternatively, as the client's McKenzie Friend in the case of Family Court or Civil Proceedings. The Company therefore acts at all times on the client's behalf, in accordance with instructions received from the client and provides support and assistance in the interests of the client relevant to the particular engagement.

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A member of the Company will discuss with the client the most effective means of supporting and settling the client's matter to achieve the most favourable outcome for the client.

The Company will provide the client with regular detailed and straightforward progress reports and advice throughout the support process.

The Company will not enter into any legal action on behalf of the client, or take any other steps concerned with the client's case, without the client's consent.

The Company may provide services using its own agents, legal professionals and employees where this is necessary to further the interests of the client. This will not be done without the consent of the client and any additional costs implications will be discussed and agreed with the client beforehand.

The Company will not be liable for any damage or loss incurred as a result of any legal support process.

The Company will not be liable for any damage or loss incurred as a result of acting as the client's agent.

The Company will advise the client in advance of any legal fees or other fees likely to be incurred that have not already been discussed and agreed with the client. For example, where witness statements need to be recorded, or tracing action undertaken.

The Company cannot act for the client as a solicitor or barrister would and cannot represent them or speak for them in court without the specific permission of the court. However, should the client so wish, a member of the Company will accompany the client to court to provide moral support, assistance with documents and give quiet advice during a hearing.

11. Cancellation of Service

A client may cancel their engagement of the Company at any time. Such cancellation must be in writing and if indicated initially verbally this must be confirmed in writing. The client is under no obligation to give reasons for cancellation, however, a late cancellation fee will be payable, this will be dependent upon any work that has been commenced but will not exceed the sum of £150.00.

The client is liable, under the invoice terms set out in these Terms and Conditions of Business, for all fees and any other charges accruing up to the date of cancellation.

The Company reserves its right to end its work on behalf of a client at any time should it become evident that the client is in breach of these Terms and Conditions of Business or has acted in any way contrary to the actuality or spirit of an open and honest relationship with the Company.

Cancellation by the Company will be notified in writing and all fees accrued up to the date of cancellation will be due by the client in accordance with the invoice payment terms set out in these Terms and Conditions of Business.

12. Complaints

The Company takes any complaint about its services seriously. All complaints will be thoroughly investigated in accordance with the Company's "Treating Clients Fairly" policy and the results, including any proposed remedy, will be notified to the client within 14 days of notification of the complaint. Complaints about the

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Company's services must be notified to the Company within 28 days of delivery of the service which is the subject of the complaint.

13. Governing Law

These Terms and Conditions of Business shall be governed by and constructed in accordance with English law. Disputes arising in connection with these Terms and Conditions of Business shall be subject to the exclusive jurisdiction of the English courts.

14. Amendment

The Company reserves the right to add, delete or modify these Terms and Conditions of Business at any time without prior notice. Any such amendments will be brought to the notice of clients.

15. Your concerns:

If you have any concerns about material which appears on our site, please contact us on: instruct@usconsultancyservices.com

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