



**Sage & Hollow**

## **Terms and Conditions of Engagement**

**Effective Date: 01/05/2025**

**Version: FINAL**

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### **1. Definitions**

- **Consultant:** Sarah-Ann Stevens trading as Sage & Hollow.
- **Client:** The individual or organisation receiving the Services.
- **Services:** Any work agreed via the Engagement Letter and Fee Schedule.

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### **2. Scope of Services**

**2.1 The Consultant will provide the Services set out in the Engagement Letter and Fee Schedule.**

**2.2 Any change to the scope of Services must be agreed in writing and may incur additional fees.**

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### **3. Engagement and Documentation**

**3.1 All Services are governed by an Engagement Letter signed by both parties, outlining scope, fees, timelines, and cooling-off rights.**

**3.2 An opening file letter will confirm matter reference, scope, and applicable**

documents.

**3.3 Upon completion, a closing letter will summarise services delivered, storage period, and retrieval instructions.**

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#### **4. Fees and Payment**

**4.1 Fees are as specified in the current Fee Schedule and Engagement Letter.**

**4.2 Invoices are issued upon completion of Services or at agreed milestones.**

**4.3 Payment is due within 30 days of the invoice date.**

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#### **5. Late Payment**

**5.1 Overdue payments incur interest at 8% above the Bank of England base rate, calculated daily from the due date until full payment.**

**5.2 The Consultant may suspend or terminate Services if invoices remain unpaid 14 days after the due date.**

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#### **6. Consumer Cancellation Rights**

**6.1 For off-premises or distance contracts, Clients have a 14-day cancellation right under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.**

**6.2 Cancellation must be made in writing within the 14-day period; any fees already incurred will be deducted from any refund.**

**6.3 Where the Client signs the waiver clause in the Engagement Letter, this right is waived once Services commence.**

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#### **7. On-Premises Engagements**

**7.1 Services commencing at the Consultant's business premises are not subject to the 14-day cancellation right and may begin immediately upon signature of the Engagement Letter.**

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## **8. No Holding of Client Money**

**8.1 The Consultant does not hold client funds on account. All fees are payable post-completion or per agreed milestones.**

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## **9. Confidentiality and Data Protection**

**9.1 All Client information is treated as confidential and used solely for delivering the Services.**

**9.2 The Consultant complies with the UK GDPR and Data Protection Act 2018.**

**9.3 A Privacy Notice is available on request and published at [\[www.sageandhollow.co.uk\]](http://www.sageandhollow.co.uk).**

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## **10. Data Retention and File Management**

**10.1 Client files will be retained in accordance with the Privacy Policy, typically for a minimum of six years following completion of Services, or longer where legally required or professionally appropriate (e.g., for wills or powers of attorney).**

**10.2 Clients may request access to their file in writing at any time before destruction.**

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## **11. Anti-Money Laundering (AML)**

**11.1 The Consultant will perform identity checks (ID and proof of address) prior to starting Services.**

**11.2 AML records are retained for at least five years after completion of the matter.**

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## **12. Conflict of Interest**

**12.1 A conflict check is performed prior to engagement.**

**12.2 If a conflict arises, the Consultant will notify the Client and may withdraw from the matter.**

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## **13. Complaints Procedure**

**13.1 Complaints should be submitted in writing to the Consultant.**

**13.2 The Consultant will acknowledge receipt within 7 working days and aim to resolve the matter within 28 days.**

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## **14. Professional Indemnity Insurance**

**14.1 The Consultant maintains professional indemnity insurance of at least £[insert actual amount] covering all Services provided.**

**14.2 Evidence of cover is available on request.**

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## **15. Limitation of Liability**

**15.1 The Consultant's liability for professional negligence or breach of these Terms is limited to the total fees paid for the relevant Services.**

**15.2 The Consultant is not liable for any indirect or consequential losses.**

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## **16. Governing Law and Jurisdiction**

**16.1 These Terms are governed by the laws of England and Wales.**

**16.2 Disputes are subject to the exclusive jurisdiction of the courts of England and Wales.**

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## **17. Variation**

**17.1 These Terms may be updated from time to time. The most current version is available at [[www.sageandhollow.co.uk](http://www.sageandhollow.co.uk)] or on request.**

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**Consultant: Ms Sarah-Ann Stevens trading as Sage & Hollow**

**Registered Office: 6 Lea Pound, Patchway, Bristol BS34 5QR**

**Company Registration Number: 12382543 (Kealys Keys Ltd, trading as Sage & Hollow)**

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## **Client Acceptance**

**I have read, understood, and agree to these Terms and Conditions.**

**Signature: \_\_\_\_\_**

**Date: \_\_\_\_\_**