

TERMS OF SERVICE

Fractional Legal

www.fractionallegal.co.uk

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A Short Word Before We Begin

Most terms of service are written by lawyers for other lawyers. Mine are written by me - a lawyer -for you, and I have done my best to keep them readable. If anything here is unclear, or you would like to talk through any part of it before you rely on it, please get in touch. Asking me a question costs you nothing.

These terms are the rules that govern your use of my Website. They sit alongside - but separate from - any **engagement letter** that you and I may sign if you decide to instruct me to do work for you. The engagement letter will contain its own terms, tailored to your matter, and where it conflicts with these terms, the engagement letter will prevail.

The terms are divided into short sections. The ones that matter most for a first-time visitor are **Section 3** (The Information On My Website Is Not Legal Advice), **Section 4** (How To Get In Touch And What Happens When You Do), and **Section 7** (Privacy And Data Protection).

1. Who I am

1.1 This Website is operated by me personally:

- **Name:** Jasjit Gill
- **Trading as:** Fractional Legal Consultancy
- **Website:** www.fractionallegal.co.uk (“Website”)
- **Email:** jasjit.gill@fractionallegal.co.uk

1.2 I Am A Sole Practitioner: The business is not a company and has no partners, employees or branches. Where these terms refer to *I*, *me* or *my*, they refer to me personally.

1.3 My Professional Status: I was called to the Bar of England and Wales by the Honourable Society of the Middle Temple 28 July 1988. Under the rules of the Bar Standards Board I am what is known as an *unregistered barrister*. That means I am not a practising barrister and I do not hold a practising certificate. I do not carry on any reserved legal activity within the meaning of section 12 of the Legal Services Act 2007. I do not appear in court, conduct litigation, or handle pre-litigation steps. My work is advisory, transactional and consultative. All my activities and services are those that may lawfully be provided on an unreserved basis. I do not describe myself as a practising barrister at any point in my dealings with you. All my legal experience post

qualification has been in the corporate sector or as a freelance legal consultant. You can view a copy of my CV [here](#).

- 1.4 Where I Work From:** I am based in Malaysia and I deliver all my services exclusively online. I serve businesses based in the United Kingdom and other common law jurisdictions. My Malaysian location is disclosed on the home page of my Website so that you can make an informed choice before you contact me. My UK work hours are 7:00am to 5:00pm Monday to Friday. I am usually available over weekends and public holidays by prior arrangement.

2. About These Terms

- 2.1** These terms apply whenever you visit or use my Website, send me a message through my contact form, subscribe to my newsletter, or correspond with me by email in relation to my services. By doing any of those things, you agree to be bound by these terms.
- 2.2** If you do not agree to any part of these terms, please do not use my Website.
- 2.3** If you are using my Website on behalf of a company or other organisation, you confirm that you are authorised to accept these terms on its behalf. Where that is the case, *you* in these terms means both you personally and the organisation you represent.
- 2.4** Instructing me to carry out work is a separate matter. If we decide to work together, I will send you an engagement letter setting out the scope, fees, and specific terms of that engagement. The engagement letter will govern our working relationship and, to the extent that it conflicts with these terms, the engagement letter will prevail.

3. Nothing On my Website Is Legal Advice

This section matters. Please read it carefully.

- 3.1** Everything on my Website - the home page, the service descriptions, the fee tables, the articles, the frequently asked questions, and any other content I publish - is provided for general information only. It is not legal advice, and it is not intended to be relied on as legal advice for any particular situation.
- 3.2** Law varies between jurisdictions and it changes over time. A point I make in an article written today may no longer reflect the position six months later. Nothing you read on my Website can take the place of current advice tailored to your particular facts, your jurisdiction and your commercial objectives.
- 3.3** Before you act on - or decide not to act on - anything you read here, please take proper advice from a qualified professional who understands the detail of your matter. If you need help finding the right person, I am happy to point you in a sensible direction.
- 3.4** **No lawyer–client relationship is created by using my Website.** Visiting the site, reading articles, subscribing to the newsletter or sending a preliminary enquiry does **not** create a lawyer–client, barrister–client, or consultant–client relationship between

us. That relationship only comes into existence once all of the following have happened:

- (a) I have completed my conflict-of-interest and onboarding checks to my reasonable satisfaction;
- (b) we have agreed a written scope of work;
- (c) you have signed my engagement letter; and
- (d) I have received the initial fee in cleared funds.

3.5 Until each of those steps has been completed, please treat anything I say - whether in a preliminary call, in an email, in WhatsApp messages, or in any other correspondence - as exploratory and non-binding. It is not advice that you should act on.

4. Getting in touch with me

4.1 The best ways to reach me are through the contact form on my Website, by email to the address in clause 1.1, or by booking a free introduction call.

4.2 The Free 15 Minute Introduction Call: At the start of every potential engagement I offer a free 15 minute call. The purpose of that call is to understand what you need, to explore whether I am the right person to help and to shape any engagement that might follow. It is exploratory and without charge. Both of us are expected to treat anything commercially sensitive shared on the call as confidential. It is not a substitute for a formal engagement, and I will not give you substantive legal or commercial advice on the call.

4.3 Sensitive Information: Please do not send confidential or privileged information through the contact form. The contact form and ordinary email are intended for routine enquiries. If your enquiry involves confidential, commercially sensitive, or privileged material, please either summarise it at a high level or wait until we have agreed to work together and I have given you a secure channel for sharing documents.

4.4 Unsolicited Confidential Information: If you send me confidential information before we have entered into an engagement letter, I will handle it with the care that a reasonable senior lawyer would bring to such material. You should understand, however, that simply sending confidential information to me does **not** by itself:

- (a) create a lawyer–client, barrister–client, or consultant–client relationship between us;
- (b) impose on me any duty of confidence beyond ordinary professional standards; or
- (c) prevent me from acting, now or in the future, for another client whose interests are adverse to yours, including in the same matter.

4.5 If you are unsure whether to send something, ask me first and I will tell you.

4.6 Conflict Of Interest Checks: Before I take on any new engagement, I carry out a check to satisfy myself that I am not conflicted by an existing or former engagement. If a conflict emerges, I will tell you as soon as I am able and I will not proceed further

without your informed consent in writing or - where consent cannot properly be given - at all.

- 4.7 Identity, Beneficial Ownership and Source Of Funds:** Although I do not carry on reserved legal activities, I apply sensible anti-money laundering, counter-terrorist financing, and sanctions checks. Before I accept any engagement I may ask for proof of identity, information about beneficial owners, and confirmation of the source of funds, and I may run open-source sanctions and adverse-media checks. I will decline or terminate any engagement where I am not satisfied with the outcome of those checks, and I reserve the right to refuse work for any lawful reason without being obliged to explain why.

5. Fees, Engagement and Payment

- 5.1 Fees Shown On My Website Are Indicative;** The fee tables on my home page - *Foundation, Growth, and Scale*, along with the Single Document Fees - show starting prices based on typical engagements. The actual fee for your matter will depend on its complexity, urgency, the jurisdictions involved, and the time I estimate it will require. I will quote your fee in writing in the engagement letter before any work begins.
- 5.2 Engagement Letter:** Every engagement - retained fractional arrangement, single document, or fixed-fee project - is confirmed by a written engagement letter signed by both of us. The engagement letter sets out the scope of work, fees, payment terms, timelines, and any assumptions, dependencies, or carve-outs.
- 5.3 Initial Fee:** For retained engagements, the first month's fees must be paid seven (7) days before the commencement date of the engagement. Work does not begin until those fees have been received in cleared funds.
- 5.4 Minimum Engagement Period:** The minimum period for a retained engagement is three (3) months. After the first sixty (60) days, either of us may terminate the engagement by giving thirty (30) days' written notice to the other. These arrangements, and any variations agreed between us, will be confirmed in the engagement letter.
- 5.5 Fixed Fee And Single Document Work:** Single documents and other fixed fee projects are invoiced and paid in accordance with the applicable engagement letter. Unless we agree otherwise, I will ask for payment in advance of delivery.
- 5.6 Currency, Taxes And Methods Of Payment:** Unless I tell you otherwise in writing, fees are stated in pounds sterling and are exclusive of any taxes, levies, or bank charges that may apply in your jurisdiction. Accepted methods of payment are set out on the invoice or engagement letter. Any chargeable taxes such as GST and VAT are exclusively for your account and will be added to my invoice value.
- 5.7 External specialists.** If your matter needs input from other specialists - for example, local counsel in another jurisdiction, tax advisers, accountants, or forensic experts - I will explain that to you, help you choose someone suitable, and coordinate their work. Their fees are always your direct responsibility and are payable directly to them. I will not handle third party payments or deposits under any circumstances.

6. Using my Website and its content

- 6.1 What You Can Do:** You are welcome to browse my Website, read my articles, share them using the built-in share buttons or ordinary hyperlinks, download or print pages for your personal or internal business use and get in touch through the contact form.
- 6.2 Intellectual Property;** All content on my Website - text, graphics, layout, code, photographs, and the structure of the pages themselves - is either owned by me or used by me under licence. That content remains the property of its owner. You are not given any rights in the content simply because you can read it or download it for personal use.
- 6.3 Quoting From My Articles:** You may quote from one of my articles in your own writing, whether commercially or otherwise, provided that:
- (a) the extract is short - no more than 150 words or, if shorter, no more than twenty per cent (20%) of the article;
 - (b) it is presented accurately and in context; and
 - (c) you attribute it clearly to me, with a link to the original article on my Website.
- 6.4** For anything more extensive, or for republication in full, please contact me first. I am generally happy to grant permission for sensible requests.
- 6.5 What You Must Not Do:** You must not:
- (a) reproduce, republish, or redistribute substantial parts of my Website without my written permission;
 - (b) use my Website, or any content on it, to impersonate me or to pass any content off as your own;
 - (c) scrape, harvest, mine, or otherwise extract data from my Website by automated means, except for legitimate search-engine indexing;
 - (d) use my Website, the articles, or any communications with me as input, training data, or reference material for any artificial intelligence or machine learning system, model, product, or service, whether commercial or non-commercial, without my express written permission;
 - (e) introduce any virus, worm, trojan, bot, or other malicious code to my Website;
 - (f) attempt to gain unauthorised access to my Website, its servers, or any related system;
 - (g) use my Website in any way that breaches applicable law or regulation, infringes any third party's rights, or is fraudulent, deceptive, or harmful; or
 - (h) use my Website to transmit unsolicited advertising, spam, or any similar material.
- 6.6 Links to Other Websites:** Where my Website links to third-party sites - for example, to my Upwork profile - the links are for your convenience. I do not control those sites and I am not responsible for their content, accuracy, security, or availability. A link is not an endorsement.

- 6.7 Availability and Changes:** I try to keep my Website available and up to date, but I cannot guarantee that it will be available continuously or free of bugs or errors. I may suspend, withdraw, or change all or part of my Website at any time without notice.

7. Privacy, Data Protection and Cookies

- 7.1** I take data protection seriously. The full details of how I collect, use, and protect personal data are set out in my Privacy Policy, which are incorporated into these terms by reference. This section gives you the headline position.
- 7.2 Roles Under UK GDPR and EU GDPR:** For personal data you give me through my Website - whether through the contact form, the newsletter sign-up, or by email - and for personal data I collect from you automatically (for example, analytics data), I am the **controller** within the meaning of the UK General Data Protection Regulation (*UK GDPR*) and Regulation (EU) 2016/679 (*EU GDPR*).
- 7.3 What I Collect When You Use My Website:** In summary:
- (a) when you complete the contact form, I collect your name, email address, subject line, message, and any other information you choose to include;
 - (b) when you subscribe to the newsletter, I collect your email address and a record of your consent;
 - (c) when you browse my Website, I (or third-party providers acting on my behalf) may collect technical information such as your IP address, device and browser type, pages visited, time of visit, and referring URL.
- 7.4 Lawful Bases:** I rely on one or more of the following lawful bases to collect the information, depending on the activity:
- (a) **performance of a contract** (or steps taken at your request before entering into a contract) - to process your enquiry and, if we go on to work together, to deliver the services;
 - (b) **legitimate interests** - mine, in running and improving my consultancy, and yours, in receiving a prompt and relevant response - for routine Website analytics and ordinary business correspondence;
 - (c) **consent**, which you can withdraw at any time, for marketing emails and any non-essential cookies; and
 - (d) **legal obligation**, where I need to keep records for anti-money laundering, tax, accounting, or other regulatory purposes.
- 7.5 International Transfer:** Because I am based in Malaysia, any personal data you provide through my Website is transferred from the United Kingdom or the European Economic Area (EEA) to Malaysia. Malaysia has not been the subject of an adequacy decision by the United Kingdom Government or the European Commission. Where I transfer personal data out of the UK or the EEA, I rely on appropriate safeguards - specifically, the UK International Data Transfer Agreement, the EU Standard Contractual Clauses (2021), and, where needed, the UK Addendum to those Clauses

- supplemented by practical measures including encryption in transit and at rest, strict access controls, and a commitment not to disclose personal data to any public authority save where disclosure is required by an enforceable legal obligation. Further detail, including the identity of any sub-processors, is set out in the Privacy Policy. I use an internationally recognised hosting service.

- 7.6 Your Rights:** Under the UK GDPR and the EU GDPR you have a range of rights over your personal data. These include the right to be informed, the right of access, the right to rectification, the right to erasure, the right to restrict processing, the right to data portability, the right to object, and the right not to be subject to decisions based solely on automated processing. I do not make automated decisions about you that produce legal or similarly significant effects. To exercise any of your rights, please email me at the address in clause 1.1 and I will respond within the timescales set out in the UK GDPR and the EU GDPR.
- 7.7 Right To Complain To A Supervisory Authority:** You may complain to the United Kingdom Information Commissioner's Office (www.ico.org.uk) or to the data protection supervisory authority in your EU Member State of habitual residence. I would always prefer that you raise a concern with me first, so that I have the chance to put things right.
- 7.8 Cookies:** my Website uses cookies. Strictly necessary cookies are used without consent because they are required for my Website to function. All other cookies - including analytics and preference cookies - are used only with your consent, which you can give, adjust, or withdraw through the cookie banner. Details are set out in the Cookie Policy.
- 7.9 Marketing And Newsletter:** I only send marketing emails and newsletters to people who have asked to receive them. You can unsubscribe at any time using the link in any email, or by emailing me directly. Unsubscribing from marketing does not unsubscribe you from transactional or client-care emails that relate to a live engagement.

8. Disclaimers and limitation of liability

Please read this section carefully. It sets out the limits of my liability to you for your use of my Website. Nothing in this section limits any right you have that cannot lawfully be limited or excluded - for example, the rights of consumers under the Consumer Rights Act 2015 in England and Wales.

- 8.1 Website Content:** my Website is provided on an “as is” and “as available” basis. I make no representation or warranty, express or implied, that my Website will be uninterrupted, error-free, secure, or free of viruses, or that it is fit for any particular purpose. In particular, I do not warrant that any article, guide, or FAQ published on my Website is accurate, current, or complete, or that it applies to your circumstances.
- 8.2 What I Cannot Exclude:** Nothing in these terms excludes or limits my liability for:

- (a) death or personal injury caused by my negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability that cannot lawfully be excluded or limited under the laws of England and Wales.

8.3 Losses Excluded: Subject to clause 8.2, and to the maximum extent permitted by law, I shall not be liable to you (whether in contract, tort - including negligence - breach of statutory duty, or otherwise) for:

- (a) any loss of profit, revenue, business, contracts, goodwill, opportunity, anticipated savings, or data;
- (b) any loss or damage that you suffer as a result of your reliance on any content published on my Website, including any article, guide, or FAQ; or
- (c) any indirect, special, or consequential loss or damage.

8.4 Cap On Liability For Website Use: Subject to clauses 8.2 and 8.3, and to the maximum extent permitted by law, my total liability to you arising out of or in connection with your use of my Website (whether in contract, tort, breach of statutory duty, or otherwise) is limited in aggregate to £100.

8.5 Engagement Liability Is Dealt With Separately: My liability when you engage me to carry out work is addressed in the engagement letter for that matter, which will typically include a separate cap linked to the fees for the work. Clause 8.4 does not apply to engagements; it applies only to your use of my Website.

8.6 Your Indemnity: You agree to indemnify me, and to keep me indemnified, against all losses, damages, costs, and expenses (including reasonable legal fees) that I suffer as a result of your breach of these terms, your misuse of my Website, or your infringement of any third party's rights through your use of my Website.

9. Governing Law, Complaints And Resolving Disputes

9.1 Governing Law. These terms, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter, are governed by and shall be interpreted in accordance with the laws of England and Wales.

9.2 Jurisdiction. The courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with these terms. Where you are a consumer and habitually resident in another part of the United Kingdom or in an EU Member State, you may also bring proceedings - and I may bring proceedings against you - in the courts of your country of habitual residence, as required by the law of that country.

9.3 Different Rules May Apply To Your Engagement: The engagement letter may specify a different governing law and jurisdiction for the work I do for you - for example, where a matter is governed by the law of your own jurisdiction. That choice will govern the engagement itself, while this clause will continue to govern your use of my Website.

- 9.4 Please Tell Me If You Are Unhappy:** I would rather know that something has gone wrong than not know. If you have a concern about my Website, about my conduct, or about any preliminary interaction we have had, please email me directly. I will acknowledge your message within three (3) working days and will do my best to resolve the matter promptly and fairly. If your concern relates to a live engagement, it will be handled under the complaints procedure set out in your engagement letter.
- 9.5 Alternative Dispute Resolution:** If you are a consumer resident in the European Union, you may also use the European Commission's online dispute resolution platform (ec.europa.eu/consumers/odr). I am based in Malaysia and do not currently participate in any certified alternative dispute resolution scheme.

10. General

- 10.1 Changes To These Terms:** I may update these terms from time to time to reflect changes in law, changes in my services, or changes in the way my Website works. The version in force at any given moment is the one published on this page, and the effective date at the top of the document tells you when the current version came into effect. Your continued use of my Website after an update means that you accept the updated terms.
- 10.2 Entire Agreement:** These terms, together with the Privacy Policy and the Cookie Policy, are the entire agreement between you and me in respect of your use of my Website, and supersede any earlier understanding or agreement between us on the same subject. They do not override any engagement letter that we may sign.
- 10.3 No Waiver:** If I do not insist on strict performance of any of these terms, or if I am slow to enforce any right or remedy, that does not mean I have waived it.
- 10.4 Severability:** If any clause of these terms is found to be unlawful, invalid, or unenforceable, that clause will be treated as removed to the minimum extent necessary, and the rest of these terms will continue in full force.
- 10.5 Assignment:** You may not assign, transfer, sub-licence, or novate any of your rights or obligations under these terms without my prior written consent. I may assign or transfer my rights and obligations on reasonable notice to you, provided that doing so does not adversely affect your rights.
- 10.6 Third-Party Rights:** These terms are between you and me. Nothing in them confers any right on any person who is not a party to them, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 10.7 Notices:** Unless we agree otherwise, notices to me should be sent by email to jasjit.gill@fractionallegal.co.uk and will be treated as received on the next working day in Malaysia. Notices to you will be sent to the email address you have most recently provided.
- 10.8 Headings:** The headings in these terms are included for convenience only. They do not affect interpretation.

10.9 Language: These terms are drafted in English. Any translation is provided for convenience only, and the English-language version will prevail in the event of any inconsistency.

11. Contact me

If you have any questions about these terms, or about anything else, please get in touch.

- **Jasjit Gill**, trading as Fractional Legal Consultancy
- **Email:** jasjit.gill@fractionallegal.co.uk
- **Website:** www.fractionallegal.co.uk