

InCustody Limited – Terms and Conditions

1. About Us

These Terms and Conditions govern the use of the InCustody platform operated by InCustody Limited of 66 Moyser Road (“InCustody”, “we”, “us”, “our”). InCustody operates an online marketplace and technology platform which connects solicitors with independent accredited representatives (“Agents”) for legal attendances.

2. Nature of the Service

InCustody is an introduction and facilitation service only. We do not provide legal advice, legal representation, or legal services of any kind. All legal advice and representation is provided solely by the instructing solicitor or the attending Agent acting in their professional capacity. InCustody’s role is limited to connecting parties, enabling communication, and facilitating workflow and payments.

3. Users of the Platform

The platform is available to:

- (a) Solicitors and law firms seeking to instruct Agents; and
- (b) Accredited Representatives acting as independent contractors.

All Agents operate independently and are not employees, partners, or agents of InCustody.

4. No Guarantee of Work

InCustody does not guarantee that Agents will receive work, nor that Solicitors will receive coverage for every instruction. Opportunities are offered based on availability, location, and user preferences.

5. Fees and Payments

Solicitors pay InCustody on a per-instruction basis. Agents do not pay to use the platform. InCustody will deduct its agreed fee and pay the Agent once payment has been received from the instructing solicitor. InCustody will monitor outstanding payments and issue reminders to solicitors, but does not guarantee payment timelines beyond reasonable efforts.

6. Agent Conduct and Attendance

Agents are responsible for their own professional conduct and compliance with applicable standards. InCustody may investigate complaints and take appropriate action, including suspension or removal from the platform. InCustody is not responsible for the legal advice given or decisions made by Agents but will address attendance failures and platform-related issues.

7. Data Protection and Confidentiality

The platform stores personal and case-related data for operational purposes. Access is restricted so that solicitors can only view information within their own portal. Users must comply with applicable data protection laws. A separate privacy policy may be issued.

8. Non-Circumvention

Users must not bypass the platform by exchanging personal contact details or contracting directly with each other for matters introduced via InCustody. Breach of this clause may result in suspension or termination.

9. Suspension and Termination

InCustody reserves the right to suspend or terminate access for breach of these Terms, misuse of the platform, or conduct which undermines trust, compliance, or platform integrity.

10. Liability

InCustody accepts no liability for legal outcomes, advice given, or acts or omissions of solicitors or Agents. Our liability is limited to the operation of the platform itself to the extent permitted by law.

11. Governing Law

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