

CLS DOCUMENT GUIDE

- All CLS Documents are provided to you in template draft form only and you must read through it and edit/ tailor it as and when required by you or your legal advisor in order to achieve your business objectives.
- All templates are drafted with the governing law and jurisdiction as being that of England and Wales. If you wish for this to change, you are advised to seek legal support from a person with the relevant legal expertise of the jurisdiction that you wish to substitute as other drafting changes will be inevitable. You can **Request-A-Quote** for this.
- Text in **yellow highlight** indicates a perfect hyperlinking opportunity.
- Text in **green highlight** indicates where you must:
 - a. consider and choose an option provided; or,
 - b. substitute the text for your own preferred text.
- Text in **blue highlight** requires you to insert certain information pertaining to:
 - a. you and your business; or,
 - b. the other party and their business.
- Beware of all clause numbers in the body of the text in each CLS Document because as you amend/ insert/ delete anything in any other clause, the text may shift and automatic numbering may shift throughout so you need to make certain that all clause number references in red text are checked before finalising the CLS Document to ensure that all clauses correlate!
- *The final finished originated CLS Document must NOT include any coloured highlight or red text!*
- Note what definitions there are. All definitions should start with a capital letter throughout the CLS Document. If you delete or amend any, ensure there is uniformity throughout so remember to do a word search as applicable.
- You can delete and amend as you please but BEWARE that if you delete any legal text, you may forego any legal protections afforded to you by that text as a result which will mean that the deletion may serve to either:
 - a. override a statutory default; or
For example, if you are the client and you delete a clause which says that “*the supplier shall be entitled to charge interest at a rate of 4%in the event that payment is not made by the due date*”, you are in fact doing yourself no favours because where interest for late payment is omitted to be dealt with in a contract, the supplier is at liberty to charge interest at the statutory rate under the Late Payment of Commercial Debts (Interest) Act 1998 and Late Payment of Commercial Debts Regulations 2002 which may be at least double 4%!
 - b. not make a bit of difference in reality under the relevant governing law!
For example, under UK law, no party can exclude their liability for (i) death or personal injury caused by its negligence; or, (ii) fraud or fraudulent misrepresentation. Therefore, if this clause appears and it is amended to hold that one or both parties shall not be so liable under the contract, then such an exclusion of liability (which is governed by statute) cannot be excluded so the substituted clause will be unenforceable!
- When you have finished tailoring a CLS Document, we recommend that you undertake a final review in full with all the above in mind especially to ensure that clause references (and references to schedules or annexes) all correlate and make sense. You will also want to simply ensure that the document looks professionally formatted just as you would expect a document to look in terms of uniformity of fonts, clause/ paragraph indenting, clause justifications and spelling to mention but a few!