

Our Terms, Your Assurance

Our Aims

We are committed to providing clients with an efficient and effective service. This document is intended to explain the terms upon which we undertake business and the basis on which our fees are calculated. If separate terms have been agreed with you which are not consistent with this document, then those terms prevail. If any aspect is not clear, please contact the member of staff dealing with your assignment.

Personnel

We believe a close staff/client relationship is essential to achieving our aims, and a specific individual will always be assigned overall responsibility for each assignment.

Equality Statement

We operate a policy of equality throughout the Company and do not discriminate against any person on the grounds of sex, race, marital status, sexual orientation, disability, age, religious or other beliefs.

Progress of Assignment

We will be guided by you in the extent to which you require us to report in detail. Any developments, delays or possible variations will always be reported to you.

Fees and Payment

We aim to charge a fair fee in all circumstances. Our fees are based on the amount of time engaged on your assignment. Fees may be adjusted to take account of factors such as complexity, importance, inherent risks, value, urgency, novelty, administration and the use of techniques, expertise, research and know-how. VAT will be added to all accounts where appropriate. Where a client has agreed a different basis of charging this will prevail.

Expenses – you agree to pay all reasonable expenses, for example travel, accommodation and subsistence that we incur in connection with the assignment.

Travel – If our staff are required to work away from home for extended periods we will have flexibility in the way we divide their time. Travel time, other than time spent travelling from a local residence to the normal place of work may be charged at standard hourly rates.

You may agree a fees limit with us, and this will not be exceeded without reference to you.

If for any reason we cease to work before an assignment is completed, we shall be entitled to charge for all work done up to that point plus any fees for work necessary to transfer the assignment to others.

We will normally invoice Clients monthly, or on completion of shorter assignments. We normally request to be put in funds before any disbursements are incurred by the Company.

Settlement of our bills is due on presentation. We reserve the right to charge interest at the rate due on High Court judgement on bills which are one month or more overdue, and to discontinue work on all your current assignments if any bill is not settled promptly.

Money Laundering

We will obtain confirmation of your identity to comply with regulations.

1. **Limited Company** – a copy of its Certificate of Incorporation
2. **Individual** – proof of identity, by means of Passport or Driving License, and a recent utility bill. We reserve the right to ask for further proof of identity in appropriate circumstances.

If we are aware or suspect that the proceeds of any crime may be involved (including tax evasion or benefit fraud) then we may be obliged to report our knowledge or suspicion to the National Crime Intelligence Service.

Electronic Communication

We use electronic communication with clients and suppliers, but this is not completely secure and communication can be lost or mis-directed. This includes correspondence, documents and other information. This is not presently encrypted. It is possible that confidential information is sent in this format

which may be intercepted intentionally or by accident and read by a third party.

Please ensure that you give us your full and correct communications details.

We take all reasonable steps to ensure before sending, that mail is addressed correctly and checked for software viruses, and we rely on our clients and their suppliers to do the same.

If you do not wish to be sent confidential information by e-mail please advise us accordingly in writing of the arrangements which you would like us to make.

Data Protection

In connection with the assignment, we shall comply with all relevant provisions of the Data Protection Act 1998 and any other applicable UK data protection and privacy legislation.

Confidentiality

Neither of us will disclose Confidential Information to any Third Party without the prior written consent of the other party. We will each make our respective partners and employees aware of the restrictions on disclosure contained in this clause where relevant.

Queries and Concerns

We will make every effort to ensure that you are completely satisfied with our service. If you have any queries or concerns about our work or our charges please raise them as soon as possible. You can expect a full written response within 21 days or, if this is not possible, an explanation and a timescale for the response.

Termination of Assignment

You may terminate your instructions to us at any time by giving written notice.

We may stop working for you by giving you reasonable written notice in the case of:-

- Work which would result in our being in breach of the law
- Work which would result in our being in breach of the principles of good professional practice
- Our inability to obtain clear instructions from you
- Where there is a serious breakdown in confidence between you and us
- Where we consider there to be a conflict of interests
- Your failure to pay one of our invoices
- Where any of the following events applies or appears likely.
 - You have a receiver, administrator or liquidator appointed, or call a meeting of your creditors
 - You are subject to any type of bankruptcy or insolvency proceedings
 - You cease to carry on business for any reason.

General Terms

In all circumstances, any assignment and its performance will be interpreted in accordance with the laws of England.

Neither of us will be liable to the other for any delay or failure to fulfil their obligations under the assignment arising from causes beyond their reasonable control, including but not limited to, fire, flood, building collapse, acts of God, governmental acts or regulations, war, terrorist activities, riot, strike, and industrial disputes.

Any notices, if sent by email shall be deemed to have been received only on receipt of a reply acknowledging safe receipt. Alternatively notices should be sent pre-paid registered post to the address of the other party specified in the engagement letter.