

DALY, HOGGETT & CO.

STANDARD TERMS OF BUSINESS

FINANCIAL PLANNING SERVICES

RETAIL CLIENT AGREEMENT

**5-11 Mortimer Street
London, W1T 3HS
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The purpose of this schedule is to set out the standard terms of business that apply to all engagements accepted in respect of Financial Planning services. All work carried out is subject to these terms except where changes are expressly agreed in writing.

1. Regulatory Obligations

Daly, Hoggett & Co. of 5-11 Mortimer Street, London, W1T 3HS is authorised and regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is 103677.

Our permitted business is advising on and arranging investments and insurance contracts. You can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk/firms/systems-reporting/register or by contacting the FCA on 0800 111 6768. The address of the FCA is 12 Endeavour Square, London, E20 1JN.

We will observe and act in accordance with the principles, rules and guidelines of the FCA. We accept instructions to act for you on this basis.

Unless we notify you in writing to the contrary, we will treat you as a Retail Client, which means you will receive the highest level of protection afforded by the UK regulatory system.

You should note that certain financial products and services are not regulated by the FCA, which means clients purchasing them may not be entitled to the protection of the UK regulatory system. We will notify you in writing if this applies to any of the products or services we recommend to you, before you decide whether or not to proceed with their purchase.

2. Our Services

Our advice services are available to anyone who is over the age of 18 and resident in the UK.

Investment

Independent advice – we will advise and make a recommendation for you after we have assessed your needs. Our recommendation will be based on a sufficient range of relevant financial products from across the market to meet your investment needs and objectives. Our relevant market does not include single shares, derivatives or higher-risk leveraged financial instruments.

Insurance

We will advise and make a recommendation for you after we have assessed your needs and objectives. We offer products from a range of insurers for: Critical Illness Insurance, Income Protection Insurance, Mortgage Protection Assurance and Term Assurance.

3. Product Provider Security / Third Party Information

We use all reasonable skill and care to protect your interests and monitor the security of the product providers with which we transact business using information available in the public domain. However, we can give no guarantee of the financial stability of a product provider and we accept no liability for any financial losses or increased costs suffered by you arising from their financial insecurity.

We accept no responsibility for the accuracy or completeness of any information provided to us by third parties about you or your policies/investments or other assets/liabilities which we have relied upon in good faith in advising you.

4. Client money

Daly, Hoggett & Co. is not permitted to handle client money in connection with FCA regulated services. This means we cannot accept a cheque made out to us, or handle cash in connection with the purchase of an investment or insurance contract. Payment should be made to the relevant product provider and we will supply you with appropriate details at the time of purchase. The only exception relates to paying our fees.

5. Financial Planning Service

Our Financial Planning service, including investments and insurances, is our main service and comprises the following:

1. Listening & Discussing

- Establishing and discussing your needs and priorities.
- Understanding your financial objectives and any financial concerns.
- An appreciation of your financial knowledge and any positive or negative financial experiences in the past.
- If required, speaking with other professionals such as accountants or lawyers involved with your affairs.
- Potentially involving other family members if considered beneficial and with your agreement.
- Arriving at an agreed set of objectives and a way forward.

2. Gathering, Researching & Evaluating

- A full appreciation of your assets and liabilities along with your income & outgoings.
- Researching and analysing your existing financial arrangements.
- Undertaking a risk assessment, analysing your attitude to risk, capacity for loss and any investment preferences or restrictions.
- If appropriate, to discuss and analyse your cash flow position, particularly when withdrawals are being taken from investments.
- Undertaking appropriate product, provider and investment research.
- To consider appropriate tax planning which may require working with a specialist tax adviser or accountant.

3. Formulating, Recommending & Discussing

- To devise a plan to achieve your needs and objectives with full consideration of steps 1 and 2 above.
- To provide a written report with our recommendation/s, explaining how the recommendation/s are suitable to meet your needs and objectives.
- To explain why the risk strategy recommended is suitable for your position and objectives.
- To provide a clear explanation on the charges and costs including any penalties.
- To discuss the recommendation/s with you and answer your questions.

4. Implementing

- Assistance with any paperwork or documentation required to implement the recommendation/s.
- Restructuring your existing financial affairs, establishing new investments or insurance policies as required.
- Working with product providers, liaising with other professionals and resolving any queries that arise.
- Keeping you informed at relevant stages.
- Confirmation when the re-structuring and new arrangements are in place.

5. Ongoing Monitoring, Reviewing, Discussing & Adapting your Financial Plan

- A yearly review instigated by us, or more frequent reviews if agreed or requested by you.
- To discuss any changes in your personal and financial circumstances.
- To review your needs and objectives to identify if your plan should be adapted.

- To consider your cash flow needs including the sustainability of any withdrawals being taken.
- We will update you on your investments, including the risk profile, performance, relevant market and economic factors.
- We will consider and discuss with you appropriate risk profile changes to agree ongoing risk suitability.
- Where required, to liaise and report to the dedicated investment management company/ies appointed to manage investments.
- We will consider general market, product, regulatory and tax matters, including whether your exiting positions should be adapted or new action positions taken.
- We will work with other professionals, such as your accountant or solicitor when required.
- Ongoing general assistance, administration, compliance and discussions as required.

Other Services

If our Financial Planning Service is not appropriate for your circumstances, our alternative services are:

Insurance Advice

This is focused on assessing and discussing just your insurance needs. Advising and providing a product and provider recommendation, assistance to effect the insurance policy/ies, resolving any queries, liaising with the product provider/s, and providing confirmation that the insurance policy is in place. We may agree to contact you periodically to ask you if you want to review your policy/ies. The products covered are: Critical Illness Insurance, Income Protection Insurance, Mortgage Protection Assurance, Term Assurance.

Transactional Advice

Our transactional service is for individuals who do not require a proactive service proposition. This means that you do not receive regular on-going service and reviews. We will respond to your requests for advice and assistance. We will agree a fee with you each time we provide a service to you. **Please note, the ongoing suitability of your investments and/or insurances WILL NOT be undertaken, and therefore Daly, Hoggett & Co. cannot be held responsible if you miss out.**

6. Our Fees

The following section explains our charging structure and your payment options in general terms. You will pay for our services on the basis of a fee, adviser charge, or a combination. In this agreement we refer to these as a 'charge' or 'charges'.

You will receive a separate letter which sets-out the service you require from us and the specific charges, and we will tell you if you have to pay VAT. Whether you buy a product or not, on completion of our work you will pay us a fee for our advice and services.

The charges for our Financial Planning Service, unless agreed otherwise, is a combination of hourly fees plus a 0.5% per annum ongoing fee based on the value of your investments held through our Firm. This is explained below in general terms, however, prior to you becoming a client we will provide you with a specific scope of work and fee letter before we proceed with any work.

Hourly Rates

- Chartered Financial Planner £220 per hour at 01/04/2023 and subject to a yearly review in April.
- Administrator £70 per hour at 01/04/2023 and subject to a yearly review in April.

Financial Planning Fees

Initial Fee

Our standard approach is to charge an initial fee calculated using hourly rates for Stages 1, 2, 3 and 4 as set out in Section 5. We typically provide a fixed cost for this work, but for certain types of work this might not be possible. We may also ask for a fee on account for the work to be undertaken.

The following table shows two examples of projects calculated using our hourly fees.

| Description of work | Provided by | Initial Fee |
|---|--|-------------|
| Individual with a personal pension plan paying a monthly contribution considering their retirement plans requiring Stages 1, 2, 3 and 4 | Chartered Financial Planner (12 hours) Administrator (2 hours) | £2,780 |
| Individual with £150,000 cash to invest for 5-10 years for capital growth requiring Stages 1, 2, 3 and 4 | Chartered Financial Planner (16 hours) Administrator (4 hours) | £3,800 |

Ongoing Fee

Our standard approach is to charge an ongoing fee at 0.50% of the value of your investments linked to our Firm for Stage 5 of our service as set out in Section 5. The table below shows three examples of how this fee is calculated.

| Value of investment at outset | Ongoing yearly fee at 0.5%* deducted from the investment | What happens if the value of your investment changes to | Ongoing yearly fee at 0.5% deducted from the investment |
|-------------------------------|--|---|---|
| £100,000 | £500 | £150,000 | £750 |
| £150,000 | £750 | £130,000 | £650 |
| £250,000 | £1,250 | £350,000 | £1,750 |

How we use the ongoing fee income

The ongoing fee income is used to provide you with the ongoing service as described in Stage 5, Section 5. We take this income into account when calculating the hourly fees accumulated on your account each year. In the event this ongoing income is insufficient to cover the recurring costs on your account each year and / or there are new projects during the year, we will send you a fee for the additional costs incurred.

Our ongoing service has no minimum term and can be cancelled in writing by either party.

Your payment options

Charges for our service can be settled through a single payment, or you can pay these through your recommended investment product(s) via an 'adviser charge'.

Settling your charge through a single payment

Whether you buy a product or not, you will be required to pay us a charge for our services which is payable on the completion of our work or if there is a delay in completing the work, we may send an invoice early. You will be required to settle the payment of your charge through a single payment within **28 days** of receiving our bill and we accept cheques and bank transfers but not cash.

Paying your charge through your recommended product

If you buy an investment product you can choose to have your charge deducted from the product via an 'adviser charge'. Although you pay nothing directly to us this does not mean that our services are free because you still pay us indirectly through a deduction from the investment and whilst this payment will settle our charges it will reduce the amount left for investment.

Other Services

Insurance Advice Fees

Our normal approach is to charge hourly fees for this work at prevailing rates, although we would normally try to provide a fixed cost for the work. We may ask for a fee on account in advance of starting the work.

Transactional Advice Fees

Our normal approach is to charge hourly fees for this work at prevailing rates, although we would normally try to provide a fixed cost for the work. We may ask for a fee on account in advance of starting the work. From time to time, we may have to deal with non-advice matters on your affairs such as queries, administration and compliance matters from the investment and insurance companies. For expediency and simplicity, we would normally not contact you before dealing with these matters and therefore, from time to time, we may send a fee.

7. Investment Performance & Risks

Please be aware that investments can fall, as well as rise, and that you may not get back the full amount invested. The price of investments we may recommend may depend on fluctuations in the financial markets, or other economic factors, which are outside our control. Past performance is not necessarily a guide to future performance.

Specific warnings relevant to the investments, investment strategies or other products we recommend will be confirmed to you in your suitability letter or report. Under the terms of this agreement, we may, if appropriate, advise you on investments which are not readily realisable. We would draw your attention to the risks associated with these investments as there is a restricted market for them. In some circumstances it may therefore not be possible to deal in the investment or obtain reliable information about its value.

All investments carry a degree of financial risk. In general, this will normally increase in proportion to the potential return on the investment. The value of your investment may fall as well as rise. Before advising you on any investment we will explain such risks in detail. You must inform us if you do not understand any part of our explanation, or if you do not wish to take on any such risk.

8. Instructions

We require clients to give us instructions in writing to avoid the risk of errors or omission. Upon receipt of your clear instructions, we will deal with any such instructions / orders promptly and pass this to the product provider in a timely manner. We do not accept oral instructions. Any investment or insurance product is not in place until we have confirmed it to you in writing or you have been advised direct from the product provider.

9. Communication and Documentation

Unless agreed otherwise, all our communications with you will be in English.

All product documentation will also be in English and this will be prepared in accordance with your instructions and issued to you in a timely fashion. If we are dealing with a number of products on your behalf, we may hold some documents on a temporary basis until such time as everything can be sent to you. In these circumstances, any documentation in our possession will be held securely.

You should always check documentation to ensure all the details are correct – if this is not the case, please contact us immediately. This documentation will confirm the basis of your investment or insurance contract and includes details of the relevant provider and it is important that this is kept in a safe place as you may need to refer to your documentation (for example, in the event of a claim).

10. Cancellation Rights

In most cases you can exercise a right to cancel by withdrawing from the contract. In general terms you will normally have a 30-day cancellation period for a life, pure protection, payment protection or pension product and a 14-day cancellation period for all other products.

Instructions for exercising the right to cancel, if applicable, will be contained in the relevant product disclosure information which will be issued to you.

If you cancel a single premium product, you may be required to pay for any loss you might reasonably incur in cancelling it which is caused by market movements. This means that, in certain circumstances, you might not get back the full amount you invested if you cancel the contract.

If you wish to cancel a contract, please contact us immediately.

11. Retention of Papers

You have a legal responsibility to retain documents and records relevant to your financial affairs. During the course of our work we may collect information from you and others relevant to your affairs. We will return any original documents to you following the preparation of our recommendations.

Although certain documents may legally belong to you, we may destroy correspondence and other papers that we store electronically or otherwise that are more than seven years old except documents we think may be of continuing significance or records which the FCA requires us to retain indefinitely. You must notify us in writing if you wish us to keep any document for a longer period, however, please be aware that we cannot hold original documents, such as birth certificates or policy schedules – on your behalf.

12. Conflicts of Interest and Independence

We reserve the right during our dealings with you to deliver services to other clients whose interests might compete with yours or are / may be adverse to yours, subject to our normal confidentiality terms (see Section 13 below). We confirm that we will notify you immediately should we become aware of any conflict of interest involving us and affecting you, unless we are unable to do so because of our confidentiality obligations.

If a conflict of interest should arise, either between two or more of our clients or in the provision of multiple services to a single client, we will take such steps as necessary to deal with the conflict. We have safeguards in place to protect the interests of different clients if a conflict arises.

The rules of our regulator – the FCA – prohibit us from accepting any payment (such as a commission or non-monetary benefits) which is likely to conflict with our duty to our clients.

13. Confidentiality

We confirm that where you give us confidential information, we shall at all times keep it confidential, except as required by law or as provided for in regulatory, ethical or other professional statements relevant to our engagement.

We may, on occasions, sub-contract work on your affairs to other financial professionals and the sub-contractors will be bound by our customer confidentiality rules.

If we use external or cloud-based systems, we will ensure confidentiality of your information is maintained.

14. Quality Control

We are committed to setting, maintaining and supporting the highest professional standards in financial services. As such, our code of ethics requires our staff to:

- Comply with the code and all relevant laws and regulations
- Act with the highest ethical standards and integrity
- Act in the best interests of each client
- Provide a high standard of service; and
- Treat clients fairly
- Be alert to situations of potentially vulnerable clients

As part of our ongoing commitment to providing a high-quality service, our files are periodically subject to independent reviews or quality control. Our reviewers are highly experienced and professional people and are, of course, bound by the same requirements of confidentiality as our principals and staff.

We have embraced the Financial Conduct Authority's 'Treating Customers Fairly' principle and welcome any feedback you have on any element of our service that justifies comment, whether positive or negative. This will help us to ensure we are providing the services you require and improve upon any areas about which you may have a concern. The Consumer Duty sets the standard of care that we will give to our clients. The Consumer Duty is underpinned by the concept of reasonableness, puts clients at the heart of our business and focuses on delivering good outcomes.

15. Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim:

- **Investment.** Most types of investment business is covered up to a maximum limit of £85,000

- **Insurance.** Insurance advising and arranging is covered for 90% of the claim, without any upper limit; and

Further information about compensation scheme arrangements is available from the FSCS

<http://www.fscs.org.uk/what-we-cover/products>

Please note that different levels of FSCS cover may apply in the event of the default of the Insurance Company or the product provider (changes since 1/4/2019).

Most types of investments and pensions are covered up to a maximum limit of £85,000 (if the business failed after 1/4/19). Insurance policies and private medical insurance contracts are covered for 90% of the claim, without any upper limit. For Long-term insurance (e.g., annuities and life assurance) the maximum level of compensation for claims against provider firms declared in default on or after 3 July 2015 is 100% of the claim with no upper limit.

As pointed out under section 1 of this agreement, certain financial products and services are not regulated by the Financial Conduct Authority which means clients purchasing them may not be entitled to the protection of the UK regulatory system – this includes the FSCS. We will notify you in writing if this applies to any of the products or services we recommend to you, before you decide whether or not to proceed with their purchase.

16. Professional Indemnity Insurance

In accordance with the disclosure requirements of the Provision of Services Regulations 2009, details of our professional indemnity insurer are provided on our website at www.dalyhoggett.co.uk/general-information.

17. Complaints

If you wish to register a complaint, please contact us:

....in writing Write to **Mr R Brianti, Daly, Hoggett & Co. 5-11 Mortimer Street, London, W1T 3HS.**

....by phone Telephone **Mr R Brianti 020 7637 7906**

We undertake to look into any complaint carefully and promptly and do all we can to explain the position. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service www.financial-ombudsman.org.uk or by contacting them on 0800 023 4567.

18. Applicable Law

This agreement is governed by, and construed in accordance with, English law. The courts of England will have exclusive jurisdiction in relation to any claim, dispute or difference concerning this agreement and any matter arising from it. Each party irrevocably waives any right it may have to object to any action being brought in those courts, to claim that the action has been brought in an inappropriate forum, or to claim that those courts do not have jurisdiction.

If any provision in this standard agreement – or its application – are found to be invalid, illegal or otherwise unenforceable in any respect, the validity, legality or enforceability of any other provisions shall not in any way be affected or impaired.

19. Changes in the law, in practice or in public policy

We will not accept responsibility if you act on advice previously given by us without first confirming with us that the advice is still valid in light of any change in the law, public policy or your circumstances.

We will accept no liability for losses arising from changes in the law or the interpretation thereof, practice, or public policy that are first published after the date on which the advice is given to the fullest extent permitted by applicable law.

20. Internet Communication

Unless you instruct us otherwise, we may, where appropriate, communicate with you and with third parties via e-mail or other electronic means. However, internet communications are capable of data corruption and therefore we do not

accept any responsibility for changes made to such communications after their despatch. It may therefore be inappropriate to rely on advice contained in an email without obtaining written confirmation of it.

We do not accept responsibility for any errors or problems that may arise through the use of internet communication and all risks connected with sending sensitive information relating to your financial affairs are borne by you. If you do not agree to accept this risk, you should notify us in writing that e-mail is not an acceptable means of communication. We will never change our bank details without confirming this to you by posted letter.

It is the responsibility of the recipient to carry out a virus check on any attachments received.

21. Data Protection

To enable us to discharge the services agreed under our engagement, and for other related purposes including updating and enhancing client records, analysis for management purposes and statutory returns, crime prevention and legal and regulatory compliance, we may obtain, use, process and disclose personal data about you ('personal data').

Data controller and data processor

In the course of providing services to you and processing personal data, we may disclose personal data to other firms in our network, a regulatory body or a third party. We may export personal data you supply to us outside the EU/EEA/UK if necessary (subject to your prior written consent, which will not be unreasonably withheld where we are a processor). We will ensure all such data disclosure/export is compliant with relevant data protection legislation in the EU/EEA/UK and will use our reasonable endeavours to ensure that any agreement entered into with sub-processors include similar terms to those set out in this part 18. Where cloud-based services are to be used you may be subject to our cloud services terms and conditions, and cloud storage may be outside the EU/EEA/UK.

We confirm we have adequate security measures in place to protect personal data provided to us, including administrative, physical and technical safeguards.

We will notify you within 10 working days if an individual asks for copies of their personal data, makes a complaint about the processing of personal data or serves a notice from a relevant data protection authority where this relates to you. You and we will consult and cooperate with each other when responding to any such request, complaint or notice. If an individual whose data you have supplied to us or which we are processing on your behalf asks us to remove or cease processing that data, we shall be entitled to do so where required by law.

We will answer your reasonable enquiries to enable you to monitor compliance with this clause.

Data controller

We confirm that we are each considered an independent data controller in relation to personal data and that we will each comply with the relevant provisions of applicable data protection legislation.

You will also ensure that any disclosure of personal data to us complies with such legislation. If you supply us with any personal data or confidential information you shall ensure you have a lawful basis to pass it to us and will fully indemnify and hold us harmless if you do not have such a basis and that causes us loss. If you are supplying us with personal data on the basis of a power of attorney for anyone, you must produce to us an original or certified power of attorney on demand. You must ensure you have provided the necessary information to the relevant data subjects regarding its use. You may refer to our privacy notice at the web address for this purpose.

Data processor

Applicable data protection legislation places express obligations on you as a data controller where we as a data processor undertake the processing of personal data on your behalf. An example would be where we operate a payroll service for you. We therefore confirm that we will at all times use our reasonable endeavours to comply with the requirements of applicable EU/EEA/UK data protection legislation when processing data on your behalf. In particular we confirm that we will aim to comply with any obligations equivalent to those placed on you as a data controller. You will also comply with applicable data protection legislation, including but not restricted to, ensuring that you have all appropriate consents and notices or another lawful basis in place to enable the lawful transfer of personal data to us. You will fully indemnify and hold us harmless if you do not have a lawful basis and that causes us loss.

Schedule 1A forms part of this engagement letter and sets out the subject matter and duration of the processing, the nature and purpose of the processing, the type of personal data and the categories of data subjects.

As the data processor we shall;

- Process personal data only on written instruction from you;
- Restrict data access to authorised personnel only, and who are bound by confidentiality;
- Disclose the personal data to courts, government agencies and other third parties as and to the extent required by law;
- Maintain a written record of all categories of personal data processing carried out on your behalf, including details of transfers of personal data outside of the EU/EEA/UK and a general description of the technical and organisational security measures in place in relation to personal data; and

Delete or return all personal data to you at the completion of our engagement.

22. Limitation of Third Party Rights

Persons who are not party to this agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

The advice that we give you is for your sole use and is confidential to you and will not constitute advice for any third party to whom you may communicate it. We accept no responsibility to third parties for any aspect of our professional services or work that is made available to them.

23. Client Identification

In common with all financial businesses, we are required by the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2017 to:

- Maintain identification procedures for clients, beneficial owners of clients, and persons purporting to act on behalf of clients;
- Maintain records of identification evidence and the work undertaken for the client; and
- report, in accordance with the relevant legislation and regulations.

We have a statutory obligation under the above legislation to report to the National Crime Agency (NCA) any reasonable knowledge or suspicion of money laundering. Any such report must be made in the strictest confidence. In fulfilment of our legal obligations, neither the firm's principals nor may staff enter into any correspondence or discussion with you regarding such matters.

We are required to obtain satisfactory evidence of your identity before we can act for you. We may use the services of an electronic identity verification service (including credit reference agencies & fraud prevention agencies) to assist us in satisfying the

24. General Limitation of Liability

We will provide our services with reasonable care and skill. Our liability to you is limited to losses, damages, costs and expenses caused by our negligence or wilful default. However, to the fullest extent permitted by law, we will not be responsible for any losses, penalties, surcharges, interest or additional tax liabilities where you or others supply incorrect or incomplete information, or fail to supply any appropriate information or where you fail to act on our advice or respond promptly to communications from us or the tax authorities. Further, we will not be liable to you for any delay or failure to perform our obligations if the delay or failure is caused by circumstances outside our reasonable control. Subject to * below, our liability to you shall be limited as set out in our engagement or other client letter.

You will not hold us, our principals and staff, responsible, to the fullest extent permitted by law, for any loss suffered by you arising from any misrepresentation (intentional or unintentional) supplied to us orally or in writing. This

applies equally to fraudulent acts, misrepresentation or wilful default on the part of any party to the transaction and their directors, officers, employees, agents or advisers. However, this exclusion shall not apply where such misrepresentation, withholding or concealment is or should (in carrying out the procedures which we have agreed to perform with reasonable care and skill) have been evident to us without further enquiry.

You agree that you will not bring any claim in connection with services we provide to you against any of our partners, shareholders, directors or employees personally.

Our work is not, unless there is a legal or regulatory requirement, to be made available to third parties without our written permission and we will accept no responsibility to third parties for any aspect of our professional services or work that is made available to them. You agree to indemnify us and our agents in respect of any claim (including any claim for negligence) arising out of any unauthorised disclosure by you or by any person for whom you are responsible of our advice and opinions, whether in writing or otherwise. This indemnity will extend to the cost of defending any such claim, including payment at our usual rates for the time that we spend in defending it and our legal fees on an indemnity basis.

*Nothing in this agreement shall exclude or limit our liability for death or personal injury caused by negligence nor for fraudulent misrepresentation or other fraud which may not as a matter of applicable law be excluded or limited.

25. Intellectual property rights and use of our name

We will retain all intellectual property rights in any document prepared by us during the course of carrying out the engagement except where the law specifically states otherwise. You may only use such rights to the extent we agreed when engaged to provide services to you and may not resell or sublicense such rights without our further prior consent.

You are not permitted to use our name in any statement or document that you may issue unless our prior written consent has been obtained. The only exception to this restriction would be statements or documents that in accordance with applicable law are to be made public.

26. Disengagement

If we resign or we are asked to resign, we will normally issue a disengagement letter to ensure that our respective responsibilities are clear.

27. Agreement to our appointment and terms

Our appointment will start once you inform us to act on your behalf.

This agreement supersedes any previous agreement for the period covered.

The terms it contains take effect immediately you instruct us. You or we may agree to vary or terminate our authority to act on your behalf at any time without penalty. Notice of variation or termination must be given in writing. Once it has been agreed, this agreement will remain effective until it is replaced.

Schedule 1A Data Processor – additional information

1. Introduction

- 1.1 This schedule accompanies our Standard Terms of Business, and details supplementary information which, in accordance with applicable data protection legislation, must be included in a written contract if the firm is acting as a data processor.

2. Subject matter of the processing

- 2.1 The subject matter of the processing are the services to be provided, as set out in this engagement letter.

3. Duration of the processing/retention of records

- 3.1 The duration of the processing will be the period of our engagement, and we destroy client files at least six years after we finish advising you but reserve the right to retain files longer in appropriate cases or where the law requires.

4. Nature and purpose of the processing

- 4.1 The nature and purpose of the data processing is for the provision of professional services as detailed in our terms of engagement.

5. Types of personal data to be processed

- 5.1 The types of personal data to be processed includes:
Names, addresses, dates of birth, telephone numbers, email addresses, employee/payroll numbers, national insurance numbers, salaries, pension membership details, bank account details, tax reference numbers, IP addresses.

6. Categories of data subjects (those to whom the client data relates, e.g., client employees, client customers)

- 6.1 Categories of data subjects include employees, customers and suppliers.

7. Obligations and rights of the client (as the data controller)

- 7.1 Your obligations and rights are as set out in this engagement letter.

8. Contact on data protection

- 8.1 The contact at the firm if you would like to contact us about any data protection issue is David Bartlett who can be contacted on 020 7637 7906.