

Standard Terms & Conditions of Business
Version 1.1, November 2015

1. Introduction

- 1.1 **Terms of engagement:** These standard terms and conditions (**Terms**), together with the letter of engagement provided with these Terms or at any other time (as may be varied subject to agreement in writing) (**Engagement Letter**), sets out the basis on which Gregg Latchams Business Consultancy Services Limited (trading as Gregg Latchams Business Consultancy, a company registered in England and Wales under company number 9734774 having its registered office at 7 Queen Square, Bristol BS1 4JE) (**We/Us/Our**) shall provide the consultancy services described in the Engagement Letter (**Services**) to the person or organisation identified in the Engagement Letter (**You/Your**).
- 1.2 **Group disclosure:** We are part of a group of companies owned and operated by Gregg Latchams Holding Company Limited (**Group**). Other companies within the Group include Gregg Latchams Limited, a firm of solicitors regulated by the Solicitors Regulation Authority (SRA number 607476) (**GL Law**), and GL Financial Planning Limited (trading as GL Chartered Financial Planners), an appointed representative of Albert Goodman Financial Planners Limited, which is authorised and regulated by the Financial Conduct Authority and Prudential Regulation Authority (FCA number 148300).
- 1.3 **Regulatory notice:** If You were referred to Us by GL Law, or have previously been a client of GL Law, You should note that:
- 1.3.1 We are a separate business from GL Law and We are not regulated by the Solicitors Regulation Authority (**SRA**);
- 1.3.2 You will not have any right to complain to the Legal Ombudsman in respect of Our Services;
- 1.3.3 You will not have any right to apply for a grant to be made out of the Solicitors' Compensation Fund managed by the Law Society in the event of Our default;
- 1.3.4 while Our Services are not covered by compulsory professional indemnity insurance, We have taken out such cover with a sum assured of one million pounds (£1,000,000);
- 1.3.5 Our Services are not covered by legal professional privilege (therefore any correspondence between us or deliverables prepared by Us may need to be produced as evidence in court proceedings if ordered by a court or other competent authority); and
- 1.3.6 the protections in the SRA Accounts Rules 2011 in relation to "client money" do not apply to Us.

2. Our responsibilities

- 2.1 **Responsibility for your work:** The Engagement Letter will confirm the identity of the director with overall responsibility for the provision of the Services.
- 2.2 **Substitution of Personnel:** If any director, employee, consultant or subcontractor (**Personnel**) involved in providing the Services is unable to provide them due to illness, injury or other unforeseen circumstances, We may appoint a suitably qualified and experienced substitute to perform the Services.
- 2.3 **Standard of service:** We will provide the Services as far as is reasonably practicable within the timescales set out in the Engagement Letter or on any other agreed basis and with that

degree of skill, care, diligence and professionalism as would reasonably be expected from a firm of professional business consultants.

- 2.4 **Compliance with Your health and safety policies:** We shall ensure that Our Personnel comply with all reasonable standards of safety and with any health and safety policies and procedures from time to time notified to Our Personnel as being in force at the premises where the Services are performed.
- 2.5 **Confidentiality:** We acknowledge that in the course of providing the Services Our Personnel will have access to confidential information. We shall not disclose to any other person any confidential information which We obtain as a result of performing Our obligations to You, except (a) to Our Personnel; (b) as may be required in order to carry out your instructions; or (c) where We have obtained Your prior consent. This obligation does not apply to (a) information known to Us before Your disclosure; (b) information which becomes public knowledge; (c) disclosure made to the extent required by some applicable legal or regulatory requirement; or (d) disclosure made to any permitted disclosee.
- 2.6 **Queries/complaints:** If You have any queries or complaints, please raise them first with the relevant Personnel. If they do not resolve the problem to Your reasonable satisfaction then You should write to Paul Hardman, Our Managing Director. We will use Our reasonable endeavours to remedy any issues provided that You notify Us of Your concerns promptly and in any event not more than three months after the Services complained of have been performed.

3. Your responsibilities

- 3.1 **Dependencies and providing information:** You are responsible for (a) ensuring that any dependencies identified in the Engagement Letter (**Dependencies**) are met; (b) promptly affording Us access to such documents, information, materials and Personnel as reasonably necessary for the provision of the Services; (c) providing all authorities, consents, licences and permissions that We may need to provide the Services; (d) informing Us of any limitations (including any cost limitations) that You wish to place on Our authority to perform the Services; (e) informing Us if anything occurs which renders any information given to Us by You inaccurate or incomplete; and (f) ensuring that all relevant health and safety policies, risks, information and relevant statutory compliance measures are disclosed to Us and Our Personnel.
- 3.2 **Providing access to your premises:** Where required by Us or agreed with You, You will be responsible for providing Our Personnel with a safe place to perform the Services when attending Your premises and for providing internet access and other facilities as reasonably required by Our Personnel.
- 3.3 **Responsibility for our fees:** You are responsible for paying Our fees, disbursements and expenses, whether or not a third party has agreed or been ordered to pay them. If you instruct Us together with any other person or entity, You will be jointly and severally liable to pay Our fees, disbursements and expenses with them.

4. Invoicing and payment

- 4.1 **Invoicing:** Unless otherwise specified in the Engagement Letter, We will raise invoices on a monthly basis and You shall pay each invoice submitted by Us in full and in cleared funds in pounds sterling within 14 days of receipt unless otherwise indicated on any invoice. Where VAT is expressed to be payable, such amount shall be payable additionally.

4.2 Late payment: If all or any part of an invoice remains unpaid for more than 14 days, We reserve the right to (a) suspend provision of the Services where we have notified you in writing that such invoice remains outstanding and You have not paid such invoice within seven days of Our notice to You; and (b) charge interest from the date of the invoice on the outstanding amount at the rate applicable to judgment debts or at three per cent above Royal Bank of Scotland's base rate, whichever is higher from time to time.

5. Expenses

5.1 Unless otherwise agreed in the Engagement Letter, We shall be entitled to charge You for any expenses properly and reasonably incurred by Our Personnel in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Us for the performance of the Services, and for the cost of any materials.

5.2 In relation to transport expenses:

5.2.1 car journeys are charged at the rate of £0.40 a mile together with parking fees;

5.2.2 rail travel will be standard class; and

5.2.3 air travel will be booked and paid for by You.

6. Our liability to You

6.1 Nothing in these Terms shall exclude or limit any liability to the extent that such liability may not be excluded or limited by law.

6.2 We will not be liable to You for any failure or delay in performing the Services where such failure or delays arises from your failure or delay in meeting any Dependencies or is otherwise attributable to the acts or omissions of or provision of incorrect information provided by You or Your Personnel.

6.3 We shall not under any circumstances be liable to You whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any (a) negligent third party advice (whether or not such third party was engaged by Us on Your behalf); (b) loss of business, business opportunity, profit, turnover, goodwill or reputation, anticipated savings or gains; or (c) special, indirect or consequential loss arising under or in connection with the provision of the Services.

6.4 Subject to clauses 6.1 to 6.3, Our total liability to You in respect of all other losses arising under or in connection with the provision of the Services, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the greater of (a) the total fees paid by You in the preceding 12 month period during which the Services were provided; or (b) one million pounds (£1,000,000).

6.5 You acknowledge and agree that any work carried out by Our Personnel is provided to you on Our and You agree that You will not seek to make any claim against, or assert the liability of, any individual for breach of contract, negligence or otherwise.

6.6 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded by Us.

6.7 This clause 6 shall survive termination of our engagement to provide the Services.

7. General Terms

7.1 Termination: Without limiting any other rights or remedies, either You or We may terminate Our engagement to provide the Services by giving seven days' written notice.

7.2 Copyright: Unless otherwise agreed by Us in writing (in respect of any specific document or deliverable) the copyright and all other UK intellectual property rights in all original documents or deliverables prepared by Us and in all Our publications and notes are, and shall remain, Our property. We hereby agree to grant You a non-exclusive non-transferable royalty-free licence to use any documents or deliverables prepared by Us in the course of the Services for Your own internal business and administrative purposes and for any other purposes which We expressly agree with You in writing from time to time.

7.3 Data protection: Your details will be held on Our electronic database (and You have a right to access such personal information in accordance with the Data Protection Act 1998). Your details will be used by Us in order to provide the Services and to provide you with information about Us, Our services and those of our other Group companies (in accordance with the privacy policy referred to in our marketing communications). If You do not wish to receive this information or wish to receive only certain kinds of information, please notify Us.

7.4 Electronic communication: We may communicate with You by email and, unless You inform Us otherwise in writing, any email communication between Us and You is made on the basis that You (a) consent to Us communicating with You and relevant third parties by email; (b) acknowledge that We cannot guarantee the confidentiality of any material included in non-encrypted email; and (c) agree to waive any claim You may have against Us with regard to the confidentiality of email communications.

7.5 Assignment and subcontracting: We may at any time assign, transfer, subcontract or deal in any other manner with all or any of Our rights or obligations under these Terms and may subcontract or delegate in any manner any or all of Our obligations to any third party or agent. You may not assign, transfer, subcontract or otherwise deal with Your rights or obligations without Our prior written consent.

7.6 Survivorship and severance: If any term or condition (or part thereof) in these Terms (a) expressly or impliedly has effect after termination or expiration it shall (thereafter) continue to be enforceable; or (b) is found by any court or other authority to be invalid, unenforceable or illegal, the other provisions shall remain in force.

7.7 Entire agreement and conflicts: These Terms, together with the Engagement Letter, comprise the entire agreement between You and Us and no variation shall be binding on Us unless in writing. If in conflict with the Engagement Letter, these Terms shall prevail (unless and to the extent that the Engagement Letter expresses the intention to override these Terms).

7.8 No partnership or agency: Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between You and Us nor constitute You or Us the agent of the other for any purpose.

7.9 Third parties: A person who is not a party to these Terms shall not have any rights to enforce them.

7.10 Jurisdiction and applicable law: These Terms (and any Engagement Letter) shall be construed in accordance with the law of England and Wales. We and You agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, these Terms or its subject matter (including non-contractual disputes or claims).