Terms & Conditions of Business

Please ensure that you have read and understood the details contained within these Terms and Conditions. We intend to rely on these details if there is ever any question about the content or the impact of any actions we may commit. If there are any areas that you do not fully understand or have any reservations, please query them immediately and sign this document only when you have gained total satisfaction on your enquiry.

Compliance Consultant is a trading style of IYC Cubed Limited. We are members of the Association of Professional Compliance Consultants; the only trade body recognised by the regulators.

Compliance Consultant always use appropriately qualified and experienced personnel for all aspects of their work. Lee Werrell is a Chartered Fellow of the CISI (Chartered Institute of Securities & Investments) the highest attainable qualification. We will also use industry qualified persons typically of the CII (Chartered Insurance Institute).

Engagement

If you engage **Compliance Consultant** by email as a query, on acknowledgement we will provide a link for you to download this document. We may send you this document as an attachment. If you engage us by telephone, this will be confirmed by email as above.

If you accept the work proposed by **Compliance Consultant** in any proposal, scheme of work or other agreement requiring your signature as well as ours, a copy of these ***Terms & Conditions*** will normally be attached as part of the presentation pack.

All work carried out by or at the responsibility of **Compliance Consultant** for clients is subject to these Terms & Conditions. These terms may be varied or excluded (in whole or in part) by any proposal, scheme of work or other agreement, including any subsequent agreement in writing originated and communicated with and on behalf of **Compliance Consultant** and the client, but not otherwise. Email exchanges including instructions, enquiries or other requests will be considered acceptable only if they are from the client's business domain.

Compliance Consultant represents, warrants and covenants that at all times it complies with all applicable laws and regulations (and as such laws and regulations may have been amended or may be amended from time to time in the future) in performing its obligations.

Compliance Consultant confirms that it does not discriminate against any employee or applicant for employment because of race, colour, religion, sex, national origin, age, disability, sexual orientation, creed, citizenship status, marital status or any other category protected under any law or regulation, in respect of any matter, including the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selections for training, including apprenticeship.

Compliance Consultant complies with all privacy and data protection and other laws, rules and regulations, including without limitation the Data Protection Act 2018, as amended from time to time.

For the purposes of this clause, the words and phrases used shall have the meanings ascribed to them by the UK Data Protection Act 2018. In the event that during the course of our work either party comes into possession of, or processes personal data in respect of inter alia the other party's clients, employees or agents ('Data') then each party agrees and undertakes that it will comply with the obligations imposed by the Data Protection Act 1998, and in particular each party confirms that it has in place appropriate technical and organisational measures sufficient to satisfy the requirements of the Data Protection Act 2018 and which shall include appropriate technical and organisational measures so as to:

- prevent the unauthorised or unlawful processing of the data;
- prevent the loss, falsification or destruction of, or damage to the data; and
- ensure that adequate measures are imposed to prevent the introduction of any viruses which may corrupt, delete or otherwise affect the integrity of the data.

Compliance Consultant confirms that when it is processing data it will act on your reasonable instructions allowing for our reasonable needs for appropriate backup, systems administration and quality control purposes.

Acceptance of Proposals

Proposals, schemes of work or other agreements submitted by **Compliance Consultant** shall, unless otherwise stated therein, remain open for acceptance for thirty days from the date of submission to the client. Acceptance shall be valid only if made in writing, signed by or on behalf of the client, alternatively initial (for phased work) or full payment made to our bank. Variation of the terms of a proposal shall be effective only if specified in the written acceptance and countersigned by a director or another authorised representative of **Compliance Consultant**.

Extension of proposal terms is possible subject to a 20% deposit (non-refundable) which extends the proposal terms and costs for up to 91 days. Work postponed in this way will take priority over new or ad-hoc work but will all be subject to availability of resource managed by **Compliance Consultant**.

Authorisation Submissions

We will conduct authorisation work for clients on an individual basis. Some categories are inherently more complex and will demand a higher fee. We will endeavour (although not guarantee) to offer a fixed fee in most cases. All authorisation work will require a minimum initial payment and typically a secondary (on submission) and then final payment (usually on authorisation confirmation or cancellation). "Authorisation confirmation or cancellation" is defined as payable on receipt of either issuance of the FCA ("minded to approve" email or the firm or senior manager functions appearing on the FCA register), decision to cancel the FCA authorisation application before the initial application has been submitted, withdrawal of the relevant application after submission, *non-communication* by the client for 14 days from our last request for information, or 12 months from the initial payment (as applicable). Banking licence or large firm (over 20 people) work involves a more complex payment scheme.

Commencement of Work

Unless otherwise stated in the proposal, the client shall take all steps to enable **Compliance Consultant** and/or its associates to begin work not later than thirty days after acceptance of the proposal unless otherwise agreed. The client will make available or place at **Compliance Consultant's** disposal all information facilities and personnel reasonably required by them to carry out its work, and generally will co-operate with him in all reasonable ways. Work carried out is guaranteed for up to three months and quality assurance is expected to be conducted within this time by the client.

Sub-contractors

Compliance Consultant will take all reasonable steps to meet the wishes of clients and is ultimately the authority on selection of sub-contractors and associates but reserves the right (unless otherwise required in writing by the client in its acceptance of a proposal) to employ, discharge or replace at any time any sub-contractor or associate in carrying out work for clients. References in a proposal to the utilisation of the services of a particular person as sub-contractor or associate shall imply only that **Compliance Consultant** has consulted and intends to employ or retain such person but shall not imply that contractual arrangements have been made for such employment or retention. Where we do that, we shall be responsible entirely for the services provided unless we agree otherwise with the client that another firm or firms will be responsible to the client for their work and that we shall only be responsible for the work undertaken by **Compliance Consultant**.

Payment of Fees and Expenses

All fees expenses and other sums payable to **Compliance Consultant** by domestic clients shall be payable on receipt and considered due as one day after submission to the client and usually not later than at the end of each calendar month or the end of the proposed work occurs, whichever is the sooner. All payments are to be made by bank transfer unless previously agreed in writing. PayPal/Credit cards can be accepted subject to an increased fee. Agreed expenses (if applicable) shall be reimbursed to **Compliance Consultant** by the client at cost and will be invoiced at the end of the week they are incurred. For longer term projects, advanced settlement discounts may be available. All projects or ad-hoc exercises of less than one-week overall duration (i.e., less than 5 working days) requires full payment up-front and cleared before work commences.

International clients may be expected to pay any initial commitment fee to the level of 75% of the total in advance unless we have previously conducted business together.

All retained services payments are payable in advance. Any *Discounted Offers* will require advance payments in full. We may offer to do the work with payment due on completion, however this is entirely at our discretion. BACS payments can take three working days to clear. For projects of greater length than one week, deposit payments of at least 50% are required. Cheques are only accepted in rare exceptions and by prior agreement. Payments by cheques, if agreed, have to be received by **Compliance Consultant** 10 working days before work is due to commence. If any invoice is not paid within 30 days' interest may be added from the date of invoice at a rate not exceeding 3% per annum above the previous month Bank of England base rate, adjusted from time to time.

Agreed regular payments as per proposal or supplementary confirmatory emails are expected to be adhered to. Many projects over a medium term (10 weeks+) ay be required as payment at monthly or other regular period and may be due before the final delivery or completion of the work. We will always and guarantee to honour these outstanding items for delivery. If the client cancels before these items are delivered, all payments become fully payable. Any payment not made at the agreed time will then be treated as "Past-Due" (see below).

Where payments are agreed (in writing prior to engagement), to be paid in arrears, typically for items such as such as for publications or articles etc., including any blog, webinar or other online activity, invoices will be issued immediately post event or provision of said material and will be payable within 7 days from the date of invoice.

Past-Due Accounts

Any business that has three overdue payments within the previous 12 months will be reverted to initial up front payments for an estimated price in the case of consultancy specialisms, or full price of the fixed rate proposal before any work is started.

Any missed or late payments, payments that become "Past-due" as they are not paid on the scheduled date, agreed periodic anniversary or agreed regular payment date will be charged an additional £150 for administration costs.

Delinquent Accounts

We define any account past 14 days as delinquent. We will issue a "Final Reminder" at any time after two weeks from the invoice raised date. No further reminders will be issued, and we reserve the right to add the £150 administration fee **and** to take further action without notice. Further action may include transfer of the debt to a debt-collection agency; informing any trade bodies, regulators or other "official" bodies that the late payment notice reminder has been issued and no response was received within a reasonable period. Warnings may be issued if court action is entered into.

Refunds

We guarantee our work and as such all payments are due before the start of any work or 'planning' meetings. If you wish to postpone, delay or reschedule, you may do without penalty and without time limit. If payment is to be split (usually with a minimum 50% up-front) the remainder is payable by the end of 65 days from the payment of the initial fee unless otherwise agreed *(i.e., authorisation work)* **No refunds are provided** and all remaining payments are due as specified, regardless of other issues. Chargebacks will be treated as fraud unless we admit liability.

Termination or Breach by Client

If, after acceptance of a proposal, the client shall terminate or be in serious or (after warning) repeated breach of its agreement with **Compliance Consultant** or act in such a manner as to render the performance of the agreement by **Compliance Consultant** wholly or substantially impossible, then Compliance Consultant' obligations under the agreement shall cease forthwith. In such a case the client shall immediately pay to **Compliance Consultant** all fees and expenses (*including all the expenses of or caused by or arising out of such termination*) and other sums then owing to **Compliance Consultant** (*and if invoice based engagement based on an average for the last three paid invoices to the end of the next month*) under the agreement together with a sum equal to the whole of any project or other outstanding fees thereafter remaining to be paid under the agreement.

Cancellation before or after the start

You may cancel and re-schedule the project and its components after the full or initial payment is made, without penalty; subject to mutually agreeable dates providing at least 1 months' notice is provided to us in writing. However, we cannot be accountable for the original objectives in the event of delay exceeding thirty days, and all obligations on our part will cease after six months from the rescheduling date, unless otherwise agreed in writing by both parties.

Cancellation includes events such as, but not exclusively, withdrawal (requested by the regulator or voluntarily [i.e, FCA authorisations]), project cancellation, regulatory or government agency intervention or client's internal redeployment and/or arrangements that necessitate the stop of work. We cannot be responsible for your staff's illnesses or absence if we had arranged an on-site visit. Cancellation within 48 hours of any on-site visit will incur a full day's charge.

Cancellation terms are usually explained in the proposal document and will normally be the period of frequency used for charges. 3 Months' notice is required for active management solutions such as managing, in whole or in part, your Compliance Monitoring or Risk functions. One Months' notice is required as a minimum for regular scheduled work, in whole or in part, where, for example, volumes of business for file checking or other regular work is reduced or cancelled.

Software

If you are a user of any of our software accounts, you agree to pay either regular monthly or annual payments as invoiced depending on your business usage. The amounts vary and you will receive any increase notifications with one month's notice. Bank Transfer, PayPal and Credit Cards (via PayPal) are accepted for one-off and recurring payments.

VAT

If registered, Value Added Tax ("VAT") will be added to invoices unless proof has been provided to us that VAT is not payable. An original of the letter from the HMRC will be required by us to be copied and returned. Our VAT reference will be provided on invoices when applicable. Exemption certificates are required, or VAT will be payable. VAT is not payable outside of the UK/EU.

Regulated Advice

Compliance Consultant is not able to provide any advice that would be considered or construed a regulated activity in accordance with the Financial Services and Markets Act 2000. If we consider that a service might involve both non-regulated advice and regulated activities, we may be able to provide the service on condition that you select another firm for the element consisting of regulated activities. We will inform you where this is the case.

Travel & Travelling Expenses

Where travelling expenses (except mileage) is paid or payable by **Compliance Consultant** are to be reimbursed by the client they shall be charged at cost. The standard rate for mileage is £0.50 per mile unless otherwise stated. If Consultants are required to undertake additional travel to their normal working requirements, first, business or premier class (as applicable) is acceptable to enable work to be completed whilst travelling and travelling time will be a part of the costed service, if applicable. In all other cases, "coach" or "standard" travel will be charged whether or not first class, business or premier class is used. The time for travelling will however be chargeable.

Foreign Currency Expenses

Where any expense to be reimbursed by the client is paid to **Compliance Consultant** in a currency other than Sterling it shall (*unless otherwise stated in a proposal*) be reimbursed in Sterling calculated at the official rate of exchange prevailing at the date when the expenses were paid for including any administration, handling, conversion or other fee charged.

Force Majeure

If, after the acceptance of a proposal, scheme of work or other agreement the rights of **Compliance Consultant** or of the client under the agreement are wholly or substantially diminished or the performance thereof rendered wholly or substantially impossible by reason of force majeure, then the obligations of both parties shall cease forthwith except that the client shall pay to **Compliance Consultant** all fees and expenses then owing to him (including all the expenses of or caused by or arising out of such termination) together with a sum equal to whichever is the lesser of the fees remaining to be paid thereafter or a proportion of the total fees equivalent of up to a maximum of thirty days' work calculated pro rata against the total time estimated for the project.

Contractual Limits

All surveys, forecasts and recommendations in any proposal, report or letter are made in good faith and on the basis of the information before **Compliance Consultant** at the time. If we are provided false or misleading information, then your survey, forecasts, recommendations, proposal, report or letter will be based on this and will be subsequently invalid as evidence of malpractice or unprofessional conduct. **Compliance Consultant** will not be responsible for validating any data or evidence, unless expressly confirmed in a proposal or subsequent communication confirming this. No statement in any proposal, report or letter is to be deemed to be in any circumstances a representation, undertaking, warranty or contractual condition. **Compliance Consultant** shall not be liable to the client for any indirect or consequential loss or damage. The total liability of **Compliance Consultant** to the client shall not exceed the value of the contract. This amount includes any and all claims combined, including any costs and lawyers' fees awarded.

We will not be liable for any loss caused by reliance on our advice if the loss would have been avoided by you seeking, in a competent manner, additional advice (or, where relevant, instructions) from another individual or committee within your firm, or from legal or other advisers, or from your insurers, provided we advised you to seek such additional advice or if in the circumstances it was reasonable for you to do so. If we advise you to seek legal advice you must allow us to see that advice before you rely on any advice we have given you.

Techniques and Methodology

Compliance Consultant intends to employ the methods, procedures, techniques, personnel and sources of information set out in the Proposal but reserve the right to vary these as necessary or desirable in order to achieve the aims of the project. We work on an outcomes based premise and not work solely based on deliverables or other activity.

TrackMyRisks ®

If you are a user of a TrackMyRisks® account, you agree to pay either regular monthly or annual payments as invoiced depending on your business usage (Classic up to 50 documents, Professional up to 500 documents and Enterprise for 501+ documents). The amounts vary and you will receive any increase notifications with one month's notice. Bank Transfer, PayPal and Credit Cards (via PayPal) are accepted for one-off and recurring payments.

Conflicts of Interest

Compliance Consultant will immediately inform our client base at any time if it becomes aware of any conflict of interest at any stage through our relationship with suggestions of how best to deal with the issue. A copy of our Conflicts of Interest Policy is available on request

Copyright

Copyright is reserved to **Compliance Consultant** in all proposals, reports, surveys and other documents produced or commissioned by **Compliance Consultant** under or in connection with any agreement with a client. No such document shall be copied or published (in whole or in part) or disseminated to any third party without the written permission of **Compliance Consultant** Consultancy. Permission will not be unreasonably withheld or withdrawn provided in all cases that **Compliance Consultant** is satisfied that the copying or publication will not cause offence to or

infringe the rights of any third party and provided further that **Compliance Consultant** is satisfied that such copying or publication will be of the whole of the document concerned and not of a part or selection therefrom. Any IP rights incurred by client sponsored resource will remain with the client.

Confidentiality

All Proposals, reports, surveys and other documents produced or commissioned by **Compliance Consultant** will be treated by **Compliance Consultant** as confidential to the client concerned and will not be shown or passed to any third party without express written permission of the client. A copy of our Data Security Policy is available on request.

Construction

These terms of business and all documents, arrangements and agreements to which they apply shall be construed and have effect in accordance with the laws of England, and the client accepts the exclusive jurisdiction of the English courts.

Arbitration

If any dispute or difference shall arise between **Compliance Consultant** and a client concerning the meaning or effect of these terms of business or of any agreement between them to which these terms apply then if the same cannot be settled amicably it shall be referred to the arbitration of a single arbitrator to be agreed by the parties or in default of agreement to be appointed by the President for the time being of the Law Society, London. The costs of any such arbitration shall be in the discretion of the Arbitrator whose award will be considered and taken by the parties as final and binding.

CONFIRMATION

Please acknowledge the terms and conditions set out in this document by signing and returning a copy of the document to us:

For and on behalf of ……

(Name of authorised individual, business or other organisation)

I/We received these Terms & Conditions on _____ /or the date signed below.

I/we agree to the terms and conditions set out in this document and consider that we have had sufficient time to understand and query the contents to our satisfaction.

Signed …… Position ……. Date ……

(must be authorising Director/Partner)

Printed Name …… Company …….

Compliance Consultant is registered with the Information Commissioner under the registration of Z1449155 in the name of Compliance Consultant. **Compliance Consultant** Directors are qualified by diploma and chartered members of the Chartered Institute for Securities and Investment and are a member of the Association of Professional Compliance Consultants, **Compliance Consultant** is a trading style of IYC Cubed Limited which is registered in England & Wales no. 08878921.