

## TERMS & CONDITIONS

BCR CONSULTING LIMITED

JUNE 2017

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The following Terms and Conditions, together with our Letter of Engagement, govern the basis on which we provide the Services to you. All work is carried out under these Terms and Conditions and no variation to them shall be effective unless in writing and signed by a director or other duly authorised officer of each of the parties.

Where the terms set out in our Letter of Engagement differ from these Terms and Conditions then the terms of the Letter of Engagement will apply.

A copy of these Terms and Conditions shall be: Sent to you together with our Letter of Engagement. They are also:

- Made available for inspection, on request, at our offices.
- Available online at [www.bcrconsultingjersey.com](http://www.bcrconsultingjersey.com)

We reserve the right to revise these Terms and Conditions and the Rates without notice and without your prior consent. In the event of such a revision we will notify you as soon as is reasonably practicable. You shall be bound by any such revision as and when a copy of the revised Terms and Conditions becomes available for inspection on our website [www.bcrconsultingjersey.com](http://www.bcrconsultingjersey.com).

### Definitions

In these Terms and Conditions (unless otherwise indicated) the following words and expressions shall have the following meanings:

- a. "Business Day"; all days save Saturdays, Sundays and Jersey Bank Holidays.
- b. "Business Hours"; those between 09.00 and 17.00 hours on any Business Day.
- c. "Client", "you" or "yours"; any person or entity to whom we provide Services. Client includes a person or entity's heirs, successors, personal representatives or assigns.
- d. "Data Protection Legislation"; the data protection legislation in force in Jersey at the date of instruction.
- e. "BCRC", "the Firm", "we", "our", or "us"; BCR Consulting Limited.
- f. "Disbursements"; expenses incurred in the provision of the Services to you over and above our fees, for example travel expenses, professional fees.
- g. "Employees"; all members, consultants, employees, fee earners and agents of BCR Consulting Jersey.
- h. "Rates"; the fee earners' rates per hour and administrative charges (if any) set out in our Letter of Engagement.
- i. "Services"; the provision of consulting services.

### 1. Interpretation

Unless the context appears otherwise:

- 1.1 Headings in these Terms and Conditions are inserted for convenience only and shall be ignored in construing these Terms and Conditions.
- 1.2 Words denoting the singular shall include the plural and vice versa.
- 1.3 References to statutes and/or statutory provisions shall be taken to refer to such statutes and/or statutory provisions respectively as replaced, amended, extended or consolidated.
- 1.4 The expression 'person' shall be taken to include references to any individual, firm, company, partnership, corporation or any agency of it.

### 2. Professional Body

- 2.1 We observe the regulations and ethical guidelines of the Institute of Chartered Accountants in England and Wales and accept instructions to provide services to you on the basis that we will act in accordance with them. [www.icaew.com/membershandbook](http://www.icaew.com/membershandbook).

### **3. Records**

3.1 In the course of the engagement we may from time to time collect information from you and others acting on your behalf. We will return any original documents to you following completion of our work.

3.2 At BCR Consulting limited we operate primarily using an electronic filing system although we will also use and keep hard copies of documents as and when appropriate. We reserve the right, but have no obligation, to make electronic copies of all documents, correspondence, memoranda and notes which have been created in the course of the engagement and, save for original signed documents, we reserve the right to destroy hard copies and store the remainder for filing electronically.

3.3 After completion of any engagement, we are entitled to retain all papers and documents, whether held in electronic form or hard copy, which have come into our possession or into existence in the course of our acting for you until all fees and disbursements have been settled in full.

3.4 We will keep all documents, correspondence, memoranda and notes which have been created in the course of the instruction, whether held electronically or in hard copy, for such period as we consider appropriate.

3.5 We are entitled to destroy any documents held by us, howsoever held, pursuant to any engagement terms from the date falling 10 years after the completion of our engagement.

3.6 After the period of continued retention (whether in electronic form or otherwise) of such documents, correspondence, memoranda and notes (save for original signed documents), we have the right to destroy all such files, unless you have requested in writing to the contrary, at or prior to the conclusion of any matter in question.

3.7 Should we need to retrieve files from storage or where you have asked us to retrieve specific documents or papers, we reserve the right to charge for such services.

### **4. Conflicts of interest and independence**

4.1 We will notify you immediately should we become aware of any potential conflict of interest involving us and affecting you. and, where possible, implement procedures to manage the conflict.

4.2 We shall be under no obligation to notify you of the nature of any conflict in circumstances where to do so would place us in potential breach of our legal and/or professional obligations.

### **5. Confidentiality**

5.1 Where we are in possession of 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.

### **6. Data Protection (Jersey) Law 2005**

6.1 We are registered as a holder of personal data in relation to our clients and contacts under the Data Protection Legislation.

6.2 We shall ensure that any personal data gathered under the Terms and Conditions will be processed in accordance with the requirements of the Data Protection Legislation.

6.3 Your personal data will not be sold, or rented to third parties.

6.4 We may, on occasion, pass your personal data to our agents for our own marketing purposes or to mailing houses or similar third parties who act solely on our behalf.

6.5 You can opt out of receiving these various communications, or update any of your personal data by notifying us in writing.

6.6 By instructing us, you consent to our using your personal data. You must not send us any personal data if you object to that information being processed by us in the ways described in these Terms and Conditions.

6.7 No personal or sensitive data will be used other than for the purpose for which it was originally obtained and all personal data shall be processed fairly and lawfully. When processing data on your behalf we will comply with the provisions of the Data Protection (Jersey) Law 2005.

6.8 We are the sole owner of all information and personal data obtained through our website and through acting for you. You may request and receive copies of any personal data that we may hold about you. Should you wish at any time to receive a copy of this information, please notify us in writing.

6.9 You may request that any inaccuracies in the data we hold about you be corrected, and that any personal data that we hold about you, which we do not have a legitimate reason to retain, be erased.

6.10 We endeavour to ensure that all data held is accurate, complete and up-to-date. We shall hold no more data than is necessary for the purpose for which it is held. It is our policy to review this data from time to time and delete those which are no longer necessary.

#### **7. Client due diligence/anti-money laundering requirements**

7.1 We are required by law to obtain information and documentation to identify and verify your identity and the identity of certain persons connected to you, unless an exemption is available.

7.2 If you do not provide us with such information and documentation, as and when required and in a form acceptable to us, we may without any liability terminate the engagement with you with immediate effect.

7.3 The time at which such information and documentation is required, and the form in which it shall be delivered to us, shall be determined by us in our absolute discretion.

7.4 If, as a result of compliance with anti-money laundering legislation, BCR Consulting Limited is obliged to do, or to refrain from doing, anything in relation to your matter, then the Firm shall not be liable for any consequences of so doing or not doing. We also have a duty under the Proceeds of Crime (Jersey) Law 1999 to report to the Jersey Financial Crimes Unit if we know, or have reasonable cause to suspect, that you, or anyone connected to your business, are or have been involved in money laundering.

7.5 The consulting firm is required by the Money Laundering (Jersey) Order 2008 to: maintain identification procedures for all new clients; maintain records of identification evidence, and report, in accordance with the relevant legislation and regulations.

#### **8. Service delivery**

8.1 Our aim is to provide a service of the very highest standard. If for any reason you feel that we fall short of that standard then we want to hear from you. We will analyse any complaint promptly and do all we can to explain our position to you.

8.2 In the first instance please raise any concerns you have directly with Paul Coleshill. If this is not acceptable please contact any senior member of our team as shown on [www.bcrconsultingjersey.com](http://www.bcrconsultingjersey.com) under the team page.

8.3 If we have given you a perceived less than satisfactory service, we will undertake to do everything reasonable to remedy this. If you are still not satisfied you may of course refer the matter to our Institute.

#### **9. Rights of third parties**

9.1 Persons who are not party to the engagement shall have no rights to enforce any term of this terms and conditions or the engagement letter.

9.2 The service and any advice we give to you is for your own use and is not advice to any third party who you may communicate it with. We accept no responsibility whatsoever to any third party who relies upon any information or aspect of our professional service or work that is made available to them. Any information that you wish to disclose to any third party will need a written request to be made and our expressed permission granted before doing so.

#### **10. Fees and Disbursements**

10.1 We are committed to providing Services at a level of cost that is fair and proportionate to the level of staff on the engagement.

10.2 Services provided by BCR Consulting Limited will primarily be charged on the basis of the time spent on the engagement in accordance with the Rates but may be revised up or down to take account of such factors as the complexity or importance of the matter, its value, urgency or novelty.

10.3 Time is recorded by reference to activities undertaken by a particular fee-earner on the basis of six minute units or multiples thereof.

10.4 Where appropriate, and agreed between you and us, certain discrete aspects of the Services or the engagement may be charged on the basis of a fixed fee or scale of fees.

10.5 Unless specifically agreed to the contrary we shall render interim invoices to you on a monthly basis.

10.6 On request we shall inform you as and when certain agreed levels of fees are reached and shall not proceed with the provision of any further Services unless and until authorised by you.

10.7 The Rates applicable to each fee-earner are usually reviewed on an annual basis. We will notify you in writing of any increase in our hourly rates.

10.8 Disbursements will be added as they are incurred to the relevant interim or final invoice.

10.9 Depending on the nature of the Services provided, you may be liable to GST on our charges at the prevailing rate.

10.10 Should you have any queries regarding an invoice presented by us you should please contact us within 14 days in order to discuss your queries.

## 11. Interest Charges

11.1 Our invoices, whether interim or final, are payable within 14 days of presentation. Should our invoices remain unpaid interest may be added at a rate of 6% per annum above the Bank of England Bank Rate.

## 12. Circumstances beyond your or our control

12.1 Neither of us shall be in breach of our contractual obligations nor shall either of us incur any liability to the other if we or you are unable to comply with the Engagement Letter as a result of causes beyond either of our control.

12.2 In the event of this occurrence affecting one of us, that one shall be obliged as soon as reasonably practicable to notify the other, who shall have the option of suspending or terminating the operation of the services set out in the Engagement Letter on notice taking effect immediately on delivery.

12.3 Our banking is carried out at Barclays Bank. We accept no liability as to the performance of Barclays Bank.

## 13. Communication

13.1 We will communicate with you by way of letter, fax, email, telephone or any combination of the above at the address or number last given to us by you in communication generally.

13.2 BCR Consulting Limited operates primarily electronically. As such we shall usually send all general correspondence and other documents, where possible, via email. We do not guarantee that messages, documents or files sent by email are virus-free although we endeavour to ensure such. We accept no liability or responsibility for any loss or damage, however caused, by any virus.

13.3 We will, on request, provide you with hard copies of any documents sent to you via e-mail.

13.4 Should you not wish us to communicate with you via any particular method, you should notify us accordingly.

13.5 We reserve the right to record telephone calls.

## 14. Website and intellectual property

14.1 All correspondence, files and records and all information and data held by us on any computer system is the sole property of the Firm for our own use and you acknowledge that you have no right of access or control over such information.

14.2 Our website ([www.bcrconsultingjersey.com](http://www.bcrconsultingjersey.com)) and all material contained in it, provides general information only. None of its content constitutes legal or professional advice, and it should not be relied upon as such. We do not accept responsibility for any loss which may arise from reliance on information contained in this website.

14.3 We do not guarantee that documents or files within this website are virus-free. As such we accept no liability or responsibility for any loss or damage, however caused, by any virus. We strongly recommend that you use virus-checking software when using our website.

14.4 We do not endorse any information contained in any external internet sites and the links on this website do not imply any association with the policies of the organisations responsible for such websites. We are not responsible for the content or privacy policies of any external internet websites linked to this website.

## 15. Changes to terms and conditions

15.1 To ensure that our engagement remains fair to both parties, particularly during the early months of our relationship, we may seek to revise or adjust the scope of the services and their prices.

15.2 Our Terms and Conditions are subject to revisions from time to time and by signing your Engagement Letter you agree to us making such changes as we feel are necessary and fair.

## 16. Rights of third parties

16.1 Persons who are not party to the engagement shall have no rights to enforce any term of this terms and conditions or the engagement letter.

16.2 The service and any advice we give to you is for your own use and is not advice to any third party who you may communicate it with. We accept no responsibility whatsoever to any third party who relies upon any information or aspect of our professional service or work that is made available to them. Any information that you wish to disclose to any third party will need a written request to be made and our expressed permission granted before doing so.

## 17. Third parties

17.1 The work on the engagement 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.

17.2 If there is a breach by you in respect of your obligations in the Engagement Letter and there is any claim threatened or actual against us by a third party, you shall be liable to compensate us, reimburse us and protect us against any loss, damage, expense or liability incurred or arising with any such breach or claim. This will include any fees incurred by BCR Consulting Limited, its directors or employees in respect of legal, professional, expert or out of pocket expenses. If any payment is made by you under this clause you shall not seek recovery of that payment from us at any time.

## 18. Marketing

18.1 We reserve the right to use the details of the identity of a client and a brief outline of the nature of the matter in our marketing material.

18.2 We will notify you in advance of our intention to use such information.

18.3 We will not use any information about you or your case where you specifically request us not to do so unless such information is already in the public domain.

## 19. Non-exclusivity

19.1 We reserve the right to provide Services to any other person or entity at our discretion and in accordance with the Institute of Chartered Accountants in England and Wales .

19.2 We shall be under no obligation to notify you of the nature of any conflict in circumstances where to do so would place us in potential breach of our legal and/or professional obligations.

## 20. Limitation of liability

20.1 We shall have in place at all times a policy of professional indemnity insurance with a reputable insurer which policy shall cover the actions of all persons working in or for BCR Consulting Limited.

20.2 Your relationship with us is solely with BCR Consulting Limited. No member, consultant or employee of the Company shall have any personal liability to you arising out of the provision of the Services.

20.3 In the event of any breach any of our duties to you our liability is limited for any one matter in the following respects:

20.4 You agree to make no claim against an individual member, consultant or employee;

20.5 Unless specifically agreed otherwise in writing, our maximum liability to you is limited to £50,000 (fifty thousand pounds Sterling);

20.6 We are not liable for indirect or consequential loss or loss of anticipated profit or other benefit;

20.7 If any third parties are also responsible for any of your losses or damage then the Company's liability to you shall be limited to its fair share irrespective of whether or not you are able to recover from such third parties; and

20.8 You shall not be able to recover damages more than once in respect of the same fact, matter or circumstance.

20.9 Any claim brought against BCR Consulting Limited by or on behalf of you may only be enforced against those assets or property which comprise assets or property of BCR Consulting Limited.

## 21. Regulated activities

21.1 We shall not undertake any services which could require BCR Consulting Limited or any director or employee to be a "registered person" under and defined in the Financial Services (Jersey) 1998.

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## 22. Termination

22.1 Each of us can terminate the Services provided under the Engagement Letter or suspend its operation by giving 30 days' prior notice in writing.

22.2 Termination or suspension shall be without prejudice to any rights that may have accrued for either of us before termination or suspension and all fees or sums due to us shall become payable in full at the termination date along with any accrued work in progress or disbursements to the date of termination. Also, reasonable charges will be charged for any work carried out in the transfer of any engagement or material at your request to another firm or you. These fees will be payable within 10 days of the agreed transfer.

## 23. Force Majeure

23.1 We shall not be liable for any loss, damage or delay caused by any extraordinary event or circumstance beyond our control including, but not limited to, war, strike, riot, insurrection or act of God.

#### **24. Partial invalidity**

24.1 The invalidity, illegality or unenforceability of any provision or provisions of these Terms and Conditions shall not affect the validity or enforceability of any other provision of these Terms and Conditions, which shall remain in full force and effect.

#### **25. Joint and several liabilities**

25.1 Where the client is more than one person:

25.2 Each person appoints the other person or persons to act as his agent to exercise full power and authority in connection with the Services on his behalf.

25.3 The obligations of the engagement in connection with the matter shall be joint and several.

25.4 Where we communicate with one of the persons who comprise the Client such communication shall be deemed to be with all of the persons who comprise the Client and it shall be assumed that such person is authorised to give instructions to us on behalf of each person.

#### **26. Applicable law**

26.1 Our engagement with you is governed by, and interpreted in accordance with, Jersey law. The Courts of Jersey shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning our Engagement Letter and terms and conditions and any matter arising from or under them. 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 inconvenient forum, or to claim that those courts do not have jurisdiction.