

Clifton Davies Consultancy Limited: Terms of Business

1. This document sets out the terms and conditions upon which Clifton Davies Consultancy Limited accepts your instructions to act on your behalf.
2. When your instructions are accepted by Clifton Davies Consultancy Limited, these terms form the contract between us. The contract may be varied by agreement as set out in correspondence at any time.
3. **Please note that Clifton Davies Consultancy Limited operates as an independent consultancy business. It is not a legal practice and is not authorised or regulated by the Solicitors Regulation Authority.**
4. Clifton Davies Consultancy Limited offers general management and regulatory & compliance consultancy advice ("the service"), but this does not constitute legal advice by a solicitor. If you want to obtain specific legal advice on any issue we will be pleased to refer you to a law firm that we consider to have the relevant expertise to address your concerns.
5. In order to comply with our own compliance procedures (including our anti-money laundering procedures), Clifton Davies Consultancy Limited will require certain original documents from you as soon as is reasonably practicable following request of you for the same. We may be unable to commence work for you until such time as those documents have been produced.
6. Clifton Davies Consultancy Limited will treat any information which is confidential to you and which we obtain as a result of acting for you as strictly confidential, save:
 - (a) for the purpose of carrying out the service for you, or
 - (b) for disclosures to our auditors or other advisors or for the purposes of our professional indemnity insurance, or
 - (c) as otherwise required by law (including by way of compliance with any statutory requirement to make a disclosure to the Serious Organised Crime Agency, in which case we may not be able to tell you that a disclosure has been made and may have to stop working for you for a period of time without being able to tell you why) or by any regulatory authority to which we or any of our personnel are subject.
7. Your correspondence with Clifton Davies Consultancy Limited will be conducted under the strictest confidence, but will not attract legal advice privilege since it is not exchanged between legal adviser and client.
8. In carrying out the service Clifton Davies Consultancy Limited will give your affairs proper care, skill and attention and will throughout the provision of the service rely on you to supply in a timely manner all information needed to act on your behalf and to tell us promptly of any change in circumstances. We will not be under any obligation to verify or check the accuracy of such information unless it is specifically agreed in writing that we should do so.

9. The basis of the fees charged by Clifton Davies Consultancy Limited will be as set out in writing addressed to you. Estimates of cost are given for guidance only on the basis of information then known to us and are not to be regarded as fixed quotations.
10. Clifton Davies Consultancy Limited reserves the right to submit interim bills at appropriate intervals during the course of provision of the service.
11. Clifton Davies Consultancy Limited will require you to provide cheques in payment of substantial expenses such as (but not restricted to) licensing fees. In the event that we determine in our sole discretion to discharge such expenses on your behalf, you will reimburse us the cost thereof forthwith upon receipt of an invoice in respect of the same.
12. Sums incurred by Clifton Davies Consultancy Limited on your behalf will be chargeable in addition, as too will be substantial expenses incurred on such items as (but not restricted to) fares and travel expenses, accommodation expenses, couriers, research, telephone calls, postage and external photocopying. VAT at the applicable rate is chargeable in addition.
13. Save as mentioned at paragraph 11 above, bills rendered by Clifton Davies Consultancy Limited are due and payable within 30 days of the date of the invoice. Clifton Davies Consultancy Limited is entitled (and reserves the right) to charge interest on any sum unpaid one month after the date of delivery of a bill at the rate of 4% per annum over the base lending rate of Barclays Bank plc calculated from day to day.
14. Clifton Davies Consultancy Limited will have the right to cease work and determine the contract with you by giving you written notice at your last known postal or email address in the event that inter alia:
 - (a) any bill remains unpaid for more than 30 days after delivery (or 7 days in the case of a bill rendered pursuant to paragraph 11 above) or
 - (b) you otherwise breach the terms of this contract or
 - (c) you fail without reasonable cause to give us adequate or any instructions for a period of one month or such lesser period as in the circumstances is reasonable or
 - (d) you become insolvent or
 - (e) we find that circumstances exist or are created which give, or could give, rise to a conflict of interests.
15. On early termination of this contract, by either you or by Clifton Davies Consultancy Limited, you will remain liable to pay all fees and expenses incurred before termination and due under our contract, together with any further fees and expenses for work necessary to transfer our files to another adviser of your choice. All our rights set out in these terms shall continue to apply even if we terminate the agreement.
16. Clifton Davies Consultancy Limited may refer publicly to your name as a client of ours, unless you inform us otherwise, provided we do not disclose any information which is confidential to you.
17. Clifton Davies Consultancy Limited will investigate complaints and expressions of dissatisfaction fully and promptly. If you have a complaint relating to the work being carried out for you, you should raise it in the first

instance with the person dealing with your matter. If you are dissatisfied with his or her response, you should raise the matter with another Director of Clifton Davies Consultancy Limited. There is no right of complaint to the Legal Ombudsman because Clifton Davies Consultancy Limited is not a legal practice.

18. To the fullest extent permitted by law, neither Clifton Davies Consultancy Limited nor any of its personnel will be liable by reason of breach of contract, negligence or otherwise for any loss or damage (whether direct, indirect or consequential) occasioned to you or any person acting or omitting to act or refraining from acting upon advice given as part of the service.
19. Nothing in the preceding paragraph shall be deemed to exclude or limit the liability of Clifton Davies Consultancy Limited or any of its personnel for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation.
20. The maximum aggregate liability of Clifton Davies Consultancy Limited under or in connection with this contract whether in contract, tort or otherwise will in no circumstances whatsoever exceed £2 million.
21. All advice provided by Clifton Davies Consultancy is intended for use solely by the client to whom it is addressed. No liability will be accepted under any circumstances for any reliance placed by any third party upon any advice provided to a client of Clifton Davies Consultancy Limited and the contract between us shall not create or give rise to any third party rights whether arising under The Contracts (Rights of Third Parties) Act 1999 or otherwise.
22. In order to comply with its internal compliance procedures, Clifton Davies Consultancy Limited may require certain original identity verification documents from you as soon as reasonably practicable following request of the same. We may use the information which you provide, or which we obtain through our dealings with you, for the provision of the service and to contact you by letter, telephone, email or otherwise about our services and about events and to send you briefings and similar material. If you do not wish to be so contacted, please let us know.
23. The Data Protection Act 1998 requires Clifton Davies Consultancy Limited to advise you that your particulars are held on our database. We will only deal with this information in accordance with our legal obligations under the said Act.
24. Clifton Davies Consultancy Limited holds, processes and discloses personal data relating to individuals in the course of its business. This data is held, processed and disclosed by Clifton Davies Consultancy Limited for the provision of the services, administration, communication during business transactions, performance of our and our clients' obligations, protection and enforcement of our rights and our clients' rights, and for marketing purposes. The data may be transferred abroad in connection with those purposes.
25. The terms on which Clifton Davies Consultancy Limited provides the service are governed by, and shall be construed in accordance with, English law. You and we each agree to submit to the exclusive jurisdiction of the English courts.

26. These terms state the full extent of the obligations and liabilities of Clifton Davies Consultancy Limited in respect of the performance of the services. Any condition, warranty, representation or other term concerning the performance of the service for you which might otherwise be implied into or incorporated in these terms, whether by statute, common law or otherwise, are excluded to the maximum extent permitted by law.
27. Clifton Davies Consultancy Limited reserves the right to amend these terms and conditions at any time.

Please note that Clifton Davies Consultancy Limited is not a legal practice and is not authorised or regulated by the Solicitors Regulation Authority.

I/We hereby agree the above terms of business in relation to all matters on which I/we agree to instruct Clifton Davies Consultancy Limited.

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Dated