

# 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.

## Engagement

If you engage CEI Compliance Limited (CEI Compliance) 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 an email as above.

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

All work carried out by or at the responsibility of CEI Compliance 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 CEI Compliance 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.

CEI Compliance 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.

CEI Compliance 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.

CEI Compliance complies with all privacy and data protection and other laws, rules and regulations, including without limitation the Data Protection Act 1998, 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 Data Protection Act 1998. 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 1998 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.

CEI Compliance 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 CEI Compliance shall, unless otherwise stated therein, remain open for acceptance for twenty eight 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. 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 CEI Compliance.

## Commencement of Work

Unless otherwise stated in the proposal, the client shall take all steps to enable CEI Compliance 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 CEI Compliance's disposal all information facilities and personnel reasonably required by him to carry out its work, and generally will co-operate with him in all reasonable ways.

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## Sub-contractors

CEI Compliance will take all reasonable steps to meet the wishes of clients in the 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 CEI Compliance 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 CEI Compliance.

## Payment of Fees and Expenses

All fees expenses and other sums payable to CEI Compliance by the client 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. Agreed expenses (if applicable) shall be reimbursed to CEI Compliance 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 duration requires full payment up-front and cleared before work commences. BACS payments take three 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. Payments by cheques, if agreed, have to be received by CEI Compliance 10 working days before work is due to commence.

## 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 CEI Compliance or act in such a manner as to render the performance of the agreement by CEI Compliance wholly or substantially impossible, then CEI Compliance' obligations under the agreement shall cease forthwith. In such a case the client shall immediately pay to CEI Compliance all fees and expenses (including all the expenses of or caused by or arising out of such termination) and other sums then owing to CEI Compliance (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 without penalty; subject to mutually agreeable dates. However, we cannot be accountable for the original objectives in the event of delay exceeding ninety days, and all obligations on our part will cease after six month from the rescheduling date, unless otherwise agreed in writing by both parties.

## VAT

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. 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 3 month averaged London Interbank Offer Rate (LIBOR) adjusted from time to time.

## Regulated Advice

CEI Compliance 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 CEI Compliance 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 CEI Consultants are required to travel additionally to normal working requirements, first, business or premier class (as applicable) is acceptable to enable work to be completed whilst travelling.

## Foreign Currency Expenses

Where any expense to be reimbursed by the client is paid by CEI Compliance 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.

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## Force Majeure

If, after the acceptance of a proposal, scheme of work or other agreement the rights of CEI Compliance 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 CEI Compliance 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 CEI Compliance at the time. No statement in any Proposal, report or letter is to be deemed to be in any circumstances a representation, undertaking, warranty or contractual condition. CEI Compliance shall not be liable to the client for any indirect or consequential loss or damage. The total liability of CEI Compliance 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 the advice we have given you.

## Techniques

CEI Compliance 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.

## Conflicts of Interest

CEI Compliance 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 or through our website [cei-compliance-limited.co.uk/policies/cofi.html](http://cei-compliance-limited.co.uk/policies/cofi.html)

## Copyright

Copyright is reserved to CEI Compliance in all Proposals, reports, surveys and other documents produced or commissioned by CEI Compliance 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 CEI Compliance Consultancy. Permission will not be unreasonably withheld or withdrawn provided in all cases that CEI Compliance is satisfied that the copying or publication will not cause offence to or infringe the rights of any third party and provided further that CEI Compliance 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 CEI Compliance will be treated by CEI Compliance 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 or through our website [cei-compliance-limited.co.uk/policies/data\\_security.html](http://cei-compliance-limited.co.uk/policies/data_security.html)

## 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 CEI Compliance 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.



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CEI Compliance Limited is registered with the Information Commissioner under the registration of Z1449155 in the name of CEI Compliance Limited. CEI Compliance Limited Directors are qualified by diploma with the Chartered Institute for Securities and Investment and are a member of the Association of Professional Compliance Consultants, The Compliance Institute & The Business Continuity Institute. CEI Compliance Limited is registered in England & Wales no. 6501824.

