

ADVANTAGE REGULATION LIMITED
TERMS AND CONDITIONS OF BUSINESS

1. Introduction

- 1.1. This document sets out the terms and conditions of the Advantage Regulation Limited service together with the basis of its charges.
- 1.2. Please read this document carefully and sign it as acceptance of these terms and conditions.
- 1.3. Advantage Regulation Limited is hereafter referred to as "**ARL**".

2. The Services offered by ARL

The services offered by ARL include (1) training on compliance with FCA, PRA and SRA requirements/principles; (2) audit of your practices, procedures and documentation; (3) drafting/reviewing policies/manuals; and (4) drafting/reviewing formal agreements as suggested or required by FCA, PRA and SRA regulations; (5) general advice, support and assistance in relation to FCA, PRA and SRA regulatory compliance requirements; (6) practice management, risk assessments, 'health checks' including financial 'health checks' and practice standards advice and implementation. The specific service to be provided to you will be agreed between us in writing.

3. Fees

- 3.1. The basis for calculation of our fees will be mainly by reference to the time spent dealing with your matter; this will cover meetings with you and others where appropriate, any time spent on travelling, considering and working on documents, correspondence (including faxes and e-mails) and telephone calls. We will charge on an hourly rate, a daily rate or a fixed fee whichever has been agreed between us in writing. Unless stated to the contrary our rates do not include VAT which will be added when an invoice is prepared.
- 3.2. Invoices will be rendered to you on a monthly basis unless otherwise agreed between us in writing.
- 3.3. It is our normal practice to ask clients to pay sums of money from time to time on account of anticipated fees and disbursements.
- 3.4. Our invoices are payable within 30 days of delivery by us. We reserve the right to charge interest at 4% above the Lloyds Bank Plc base rate from time to time from the date of the delivery of our invoice until the date of payment.

4. Copyright

- 4.1 All documents and solutions created and provided by ARL are and shall remain the exclusive property of ARL and all rights including but not limited to copyright in any such documents/solutions are beneficially owned by ARL.
- 4.2 You shall only use documents and/or solutions created and provided by ARL for your own internal purposes. Any misuse of such documents/solutions will be a breach of the agreement between you and ARL.

5. Termination

- 5.1. You have the right to withdraw instructions from ARL at any time. Should you do so you are obliged to pay ARL's fees incurred up to the date of such termination.
- 5.2. ARL reserves the right to decline to act further for you if you fail to make a payment on account when requested or fail to pay our invoices when they fall due. Should we decline to act further for you are obliged to pay our fees incurred up to the date of such termination

6. Complaints procedure and Disputes

If you have a complaint about any aspect of ARL's service you should contact Alan Bannister at the address of the Company, in the first instance, who will address such complaint. In the event of a dispute referral to mediation must be undertaken before the issue of any proceedings.

7. Disclaimer

We will use reasonable endeavours to provide the best possible advice to you but you are not permitted by the regulators to transfer responsibility/liability for your regulatory compliance and we cannot accept responsibility for such compliance.

8. Data protection and confidentiality

Unless otherwise required by law all information you may pass to us will be held on a strictly confidential basis and not disclosed to other parties without your permission. Under the Data Protection Act 1998 you are permitted to ask for a copy of information we may hold about you.

9. Money Laundering

In order to accept instructions from you we will need to carry out checks in order to comply with Money Laundering legislation. We will provide you with details of the information required at the appropriate time.

10. Personal Guarantee

If you are instructing us to act for a private or public limited company the persons signing the acceptance of these terms and conditions on behalf of the company warrant that they are directors of the company and are duly authorised by the company to enter into this agreement. The Director(s) signing acceptance on behalf of the company agrees (and if more than one jointly and severally) to be personally liable to ARL for all such sums owed to ARL (this is in addition to the liability of the company).

11. Law and Jurisdiction

This agreement shall be governed by English Law and the parties submit to the jurisdiction of the English Courts.

12. Acceptance of Terms and Conditions

Your continuing instructions in this matter will amount to acceptance of these terms and conditions of business. Please sign, date and return the duplicate copy of these terms and conditions to us.

I have read, understood and accept the terms and conditions as set out above. I confirm that I am authorised to sign these terms and conditions.

Signed

Print name

Position in company

Dated