



# **Terms & Conditions**

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# TERMS OF BUSINESS

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## **1 Introduction**

1.1 Terms – These terms apply to the services you have engaged us to provide under the attached agreement. These terms together with the agreement form the entire contract on legal assistance between you and us. If anything in these terms is inconsistent with the agreement, these terms take precedence, unless the agreement specifically amends any of them.

1.2 Commencement – The contract will start on the earlier of (i) the date of the agreement; or (ii) the commencement of the services.

## **2 Services**

2.1 Services – We will perform the services with reasonable skill and care. You confirm that the scope is sufficient for your purpose. The services (including deliverables) are provided solely for you for the purpose set out in the agreement or the relevant deliverable.

2.2 Deliverables – You may not disclose a deliverable or make the benefit of the services available to anyone else or refer to the contents of a deliverable or the findings of our work, except (i) as stated in the agreement, (ii) with our prior written consent on terms to be agreed, (iii) where required by law or regulation, or (iv) to your auditors, lawyers or group members as long as you tell them, in advance, that we accept no liability to them and that no onward disclosure may be made.

2.3 Liability to you alone – We accept no liability to anyone, other than you, in connection with our services and deliverables, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services.

2.4 Changes – Either we or you may request a change to the services or the contract. A change will be effective only when agreed in writing.

2.5 Extent of services – In performing the services, we will not be (i) carrying out an audit or other assurance engagement in accordance with applicable professional standards, or (ii) attempting to detect fraud or other wrongdoing.

2.6 Oral advice and draft deliverables – You may rely only on our final written deliverables and not on oral advice or draft deliverables. If you wish to rely on something we have said to you, please let us know so that we may prepare a written deliverable on which you can rely.

2.7 Monitoring – We shall not update our advice for any changes in law or regulations, or their interpretation, that occur after the date of the services provided.

2.8 Deemed knowledge – In performing the services we will not be deemed to have information from other services we or other IQ Investor firms may have provided to you.

### **3 Your responsibilities**

3.1 Information – In order for us to advise you properly you will make sure that (i) any information given to us by you, or anyone else working with or for you, is (a) given promptly, (b) accurate and (c) complete; and (ii) any assumptions are appropriate. We will not verify any information given to us relating to the services.

3.2 Your obligations – Our performance depends on you performing your obligations under the contract. We are not liable for any loss arising from you not fulfilling your obligations.

### **4 Fees**

4.1 Payment for services – You agree to pay us for our services. Any estimate we may give you is not binding.

4.2 Basis of fees – Our fees may reflect not only time spent, but also such factors as complexity, urgency, inherent risks, use of techniques, knowhow and research together with the level of skills and expertise required of the personnel needed to perform and review the services. Our fees may include any time spent travelling for the purpose of the services that cannot be used productively for other purposes.

4.3 Expenses – You will pay any relevant expenses that we incur in connection with the services.

4.4 Taxes – You will also pay any taxes, including VAT, that are due in relation to our deliverables and services. You will pay us the full amount of any invoice, regardless of any deduction that you are required by law to make.

4.5 Invoices and payment – Unless otherwise provided in the agreement we may invoice you on a monthly basis and all invoices are payable within 14 calendar days of the date of the invoice. If you do not pay an invoice on time we may charge you interest at the rate set by law.

## **5 Confidentiality**

5.1 Confidential information – We and you agree to use each other's confidential information only in relation to the services, and not to disclose it without prior written consent, except i) where required by law or regulation or by a professional body of which we or our staff are members, or ii) where necessary to our legal advisors or insurers. However, we may give confidential information to other IQ Investor firms or relevant subcontractors or service providers as long as they are bound by confidentiality obligations, and to your advisers who are involved in the relevant matter. The obligations to keep the information received in connection with the contract confidential shall remain in legal effect for three years after receipt of such information. The above will not apply to information which (i) is publicly available, or (ii) has been received from someone else who owes no duty of confidence in relation to it, or (iii) was already known by the receiving party.

5.2 Referring to you and the services – We and other IQ Investor firms may wish to refer to you and the services we have performed for you when marketing our services, we and they may also wish to use your name when citing our experience in proposal documents. You agree that we and they may do so, as long as we do not disclose your confidential information.

## **6 Intellectual property rights**

Where there are any intellectual property objects in the deliverables we will own the intellectual property rights in the deliverables and any materials created under the contract, and you will have a non-exclusive, non-transferable licence to use the deliverables for your own internal purposes.

## **7 Data protection**

7.1 Personal data – You agree that we may process your employees, contractors, clients and other individuals' personal data for the purposes of any of (i) providing the services, (ii) maintaining our administrative or client relationship management systems, including the use of IT outsource providers, (iii) quality and risk management reviews, and (iv) providing you electronically or otherwise with

information about us and our range of services, as well as services of other IQ Investor firms.

7.2 Data processor – Where we act as your data processor, we will act only on your lawful instructions and we will comply with the relevant laws and keep such data confidential and secure.

## **8 General**

8.1 Matters beyond reasonable control – No party will be liable to another if it fails to meet its obligations due to matters beyond its reasonable control.

8.2 Entire agreement – The contract forms the entire agreement between the parties in relation to the services. It replaces any earlier agreements, representations or discussions. No party is liable to any other party (whether for negligence or otherwise) for a representation that is not in the contract.

8.3 Your actions – Where you consist of more than one party, an act or omission of one party will be regarded as an act or omission of all.

8.4 Assignment – Unless the contract expressly provides otherwise, no party may assign, transfer or deal with their rights or obligations under the contract without the prior written consent of the other party, except (i) we may assign any debts to another party for collection, and (ii) we may novate the contract to a transferee of all or part of our business. Any assignment without prior written consent (except as provided above) shall be null and void.