

# Jackson Cohen Associates Limited Terms of Business

The following are our standard Terms of Business upon which we shall carry out all professional work on your behalf. These provisions are designed to assist us in providing you with an efficient and effective service and will form the basis of our ongoing relationship.

## General:

This statement sets out our standard terms of business for providing services and is in addition to any engagement letter that we may have with you as our client. Unless otherwise agreed in writing, these terms represent our agreement with you. We would ask that you review this statement carefully and contact us promptly should you have any questions.

## Our Client:

We accept instructions from you, our client, and you are responsible for the payment of all our fees and charges. By agreement, we may accept instructions from another party, for example a related company, but unless we agree otherwise you will remain wholly responsible for our charges.

## Fees and Charges:

We will agree the basis of our fees and charges with you in writing prior to accepting your instructions. This basis will remain in force and will apply to any additional instructions until such time as we agree any amendment which will then be confirmed in writing.

## Instructions:

Instructions to us should be in writing. We may accept oral or emailed instructions, but clients should ensure that we have received and understood such instructions in good time before any due dates. We shall have no liability for any misunderstanding or misinterpretation on either side resulting from oral instructions.

## Delegation:

We will ensure that we have fully consulted with you and obtained your agreement prior to delegating any work arising from your instructions to another party.

## Confidentiality:

Any information given to or by us that might reasonably be expected to be of a confidential nature, or that you inform us or we inform you is confidential, will be treated as such. A separate Confidentiality Agreement is available to be signed by both parties.

## Data Protection Act:

We hold a licence from the Information Commissioner's Office numbered Z1815980 as a data controller and will store information on you whilst you remain a client. A copy of our data protection act policy is available on request.

## Terms of Payment:

Payment of our invoices is due within fourteen days of the date of the invoice, unless otherwise agreed in writing. We reserve the right to charge interest on any amount not settled within fourteen days (at a rate of 2% above Santander Bank Base rate). In the event of you having an overdue account we have the right to cease any further work for you until such time as the account is settled.

## Termination:

Our services may be terminated either by you or by us by sending notice in writing, such termination to become operative from the date of receipt of that notice. A fee note will be rendered for any outstanding charges.

## Disputes:

We expect our business relationship with you to run smoothly but if any problems arise which cannot be resolved between us then both parties will, in good faith, seek to resolve the dispute by mediation. Failure to agree or participate in mediation or to resolve the matter by mediation will lead to the dispute being solved by litigation.

## Outputs, Materials and Information

All intellectual property rights including copyright which are capable of existing in any documents, computer software or information or (without limit) other materials created or provided by us shall be and remain our property. All such Outputs, Materials and Information is licensed to you for internal use only and is not to be distributed to a third party without our written consent.

## Exclusion of Liability:

Jackson Cohen Associates Limited alone is responsible for the performance of its obligations to you and you agree that no liability whatsoever shall attach to the Directors of the firm, its employees or its consultants arising out of the engagement. Jackson Cohen Associates Limited holds professional indemnity insurance and liability is restricted to ten times the fee income from your instructions unless agreed otherwise in writing. Details of the policy are available on request.

**Transfer of Work:**

If instructed to transfer work to another firm, we are normally willing to make the contents of our files available to the new firm, but always provided that no payments are outstanding. We reserve the right to make a charge for copying the contents of files and to withhold any documents that we regard as being confidential.

**Conflicts of Interest:**

Where we believe that there may be a conflict of interest arising as a result of any instructions or work we are doing we will assess the situation and advise you of the potential conflict in order to achieve a mutually satisfactory outcome.

***JCAL TOB v1.2 July 2010***