



## BDO Sator Regulatory Consulting Limited

### TERMS OF BUSINESS

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#### 1 INTERPRETATION

1.1 In these Terms the following words have these meanings unless a contrary intention appears:

<b>Employee</b>	any employee of Sator employed under a contract of employment between Sator and the relevant employee
<b>Letter of Engagement</b>	a letter of engagement made between you and Sator setting out the terms of engagement
<b>Restricted Client</b>	any firm, company or person who is a client of Sator or, during the 6 months before termination of the employment of an Employee, was a client of Sator with whom the Employee had contact or about whom the Employee became aware or informed in the course of his employment
<b>Sator</b>	BDO Sator Regulatory Consulting Limited
<b>Services Contract</b>	a contract made between you and Sator setting out the terms of engagement and the services to be provided to you
<b>Terms</b>	these terms of business as amended or updated from time to time
<b>you</b>	the client described in the Letter of Engagement or Services Contract

#### 2 INTRODUCTION

2.1 This document sets out the Terms which will apply to all the work which Sator undertakes for you, unless we negotiate variations to them or agree that they will not apply. The Terms may be modified from time to time and any material changes will be notified to you in writing. Following such written notice you will be deemed to have agreed and accepted the modified Terms. The current version of these Terms can at all times be found on our website, [www.sator.je](http://www.sator.je).

#### 3 NATURE OF ADVICE

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**3.1** Sator does not provide legal advice. Any opinions we express are our own and should not be taken as a substitute for legal advice.

**3.2** Unless we are instructed by you on a consultancy basis, our employees are not authorised to give regulatory advice to you on behalf of Sator and will work solely to your specific instructions.

#### **4 TERMS OF SPECIFIC ENGAGEMENT**

**4.1** All work that Sator does for you will be in accordance with a Letter of Engagement (or Services Contract as appropriate), which will incorporate these Terms or any subsequent written variation of them. By signing the Letter of Engagement (or Services Contract), you confirm acceptance of these Terms in respect of the services to be provided by Sator.

**4.2** Any offer contained in a Letter of Engagement (or Services Contract) provided by Sator must be accepted by written confirmation to us that the Terms are accepted as received within 30 days from the date of issue, unless otherwise indicated. Where such written confirmation is not received, the offer will lapse.

#### **5 ASSIGNMENT OR SUB-CONTRACTING**

**5.1** Sator will not assign or sub-contract its services to any other party.

#### **6 FEES, CHARGES, DISBURSEMENTS AND EXPENSES**

**6.1** Fees will be charged to you by Sator on a time spent basis at the rates set out in the Letter of Engagement (or Services Contract) and, in addition, invoices may include a charge for any disbursements, photocopying, telephone, facsimile, travel, accommodation, subsistence and other out of pocket expenses reasonably incurred in connection with the engagement.

**6.2** Unless otherwise indicated, Sator will submit invoices fortnightly in arrears, by both email and post. These invoices will be payable by you to Sator within 14 days of initial receipt, except where the Letter of Engagement (or Services Contract) states otherwise. Sator reserves the right to charge interest on outstanding balances at the annual rate of 3% over NatWest base rate per month on overdue accounts. Where there is a recurring payment Sator will request that it is paid monthly in advance by standing order.

**6.3** Unless varied in the Letter of Engagement (or Services Contract), our standard hourly rates are as follows:

Principal (Mrs Hatton)	£450 per hour
Senior Regulatory Consultant	£275 per hour
Regulatory Consultant	£175 per hour
Administrator	£150 per hour
Secretary	£50 per hour

These rates may be varied by a Letter of Engagement (or Services Contract). All fees are subject to annual review on the anniversary of application of these Terms, based on

commercial terms, and an annual increase on the 1<sup>st</sup> day of January every year, commensurate with relevant inflationary indexes.

## **7 DISCOUNTED FEES**

**7.1** Where Sator's fees have been discounted in accordance with a Letter of Engagement (or Services Contract) and a schedule of work has been agreed, should you vary the terms of the works schedule without providing 14 days prior written notice to Sator (or such longer notice as may be set out in the Letter of Engagement (or Services Contract)), Sator reserves the right to remove the discount and apply the standard hourly rates set out in these Terms for the whole period of the contract (as set out in the Letter of Engagement (or Services Contract)). For the avoidance of doubt, the right of removal of the discount applies to the period from the commencement of the contract until the termination date as set out in the Engagement Letter (or Services Contract).

## **8 GOODS AND SERVICES TAX**

**8.1** All sums referred to in these Terms or payable under a Letter of Engagement (or Services Contract) are exclusive of goods and services tax which may be due under the Goods and Services Tax (Jersey) Law 2007 ("**GST Law**") on the supply of our services, unless you satisfy Sator that you are an approved International Services Entity under the GST Law. You will be required to provide a copy of your ISE certificate to Sator on demand.

## **9 ACCESS TO INFORMATION, STAFF AND SYSTEMS**

**9.1** You will provide Sator with access to all appropriate information, staff and systems as required for the completion of the engagement without cost to Sator. If work is to be undertaken on your premises you will provide us with suitable office facilities including access to a telephone, e-mail and copying facilities.

## **10 CONFIDENTIALITY**

**10.1** Neither of us will use or divulge or communicate to any person (other than as required by law, to those whose province it is to know, to the courts, regulatory authorities or to protect our own legitimate interests) any confidential information concerning the business or affairs of the other of which we may become aware during the course of the engagement, except with the express consent of the other, and both of us will use reasonable endeavours to prevent the unauthorised publication or disclosure of such information. This obligation will cease to apply with respect to any information which becomes public (without unauthorised disclosure) but will otherwise survive the termination of our relationship.

**10.2** Notwithstanding the above, Sator may, with your prior permission, request to use the engagement as a reference for other prospective clients and you would not unreasonably refuse such a request.

**10.3** Sator may disclose information about you to any agent, delegate, contractor or third party service provider who provides services or facilities under a duty of confidentiality to Sator in connection with its business (this includes any service provider providing disaster recovery services).

## **11 INTELLECTUAL PROPERTY RIGHTS**

- 11.1** All intellectual property rights whatsoever, including copyright, in any material provided to you by Sator are owned by and remain with Sator. On fulfilment by you of all applicable terms of the engagement, Sator shall license you on a non-exclusive and non-transferable basis to use, copy or alter any documentation provided to you solely as agreed for your own internal business purposes and you shall not copy, reproduce, redistribute or disclose to any third party any text, product, publication, methodology or technology provided to you or used by us to carry out the engagement. In the event that you decide to modify the text of any documentation provided to you all references to Sator shall be removed from that documentation and you shall not represent that you are adhering to Sator's recommendations or standards.

## **12 DATA PROTECTION**

- 12.1** Sator is a Data Controller within the meaning of the Data Protection (Jersey) Law 2005, as amended from time to time, (the "DPL"). Sator will comply with the provisions of the DPL when obtaining and processing Data (as defined in the DPL) and acknowledges that you are entitled to access records about yourself which are held by Sator in connection with services provided or to be provided to you under a Letter of Engagement (or Services Contract). You must notify Sator promptly if any Data held by us is inaccurate so that we may update our records about you accordingly.

## **13 DIRECT EMPLOYMENT OF SATOR STAFF**

- 13.1** You undertake not to employ any Employee, whether for yourself or for a third party, prior to the completion of the engagement and for a period of 6 months post engagement.
- 13.2** You agree that you are a Restricted Client and that, in order to protect the business connections of Sator to which an Employee has access as a result of their employment with Sator, you agree not to solicit or endeavour to entice away from Sator the Employee.
- 13.3** Notwithstanding the above, should you employ an Employee (post-engagement) on a direct basis within 12 months of the engagement's conclusion, a fee equivalent to the said individual's Sator charge out rate set out in these Terms for a period of 3 months during the said engagement will be payable to Sator.

## **14 TERMINATION**

- 14.1** Either of us may terminate an engagement to which these Terms apply by giving 30 days' written notice of termination to the other, together with the reasons for that termination. Any sums due to Sator as at the date of termination will be payable in full. Upon termination, Sator will return to you any client records or copies of client records which have been made and are held by Sator at its own offices or at such other location outside your own premises as may be appropriate. For the sake of clarity, Sator hereby undertakes not to make any unnecessary copies of client files or records, or to hold such records outside your offices, unless deemed to be reasonably necessary to enable us to fulfil our duties under the terms of the Letter of Engagement (or Services Contract).

**15 COMPLAINTS**

- 15.1** If you are unhappy about the service that Sator has provided, you should contact the principal, Mrs Helen Hatton.

**16 LIMITS OF LIABILITY**

- 16.1** Sator's maximum liability in respect of services provided under any engagement shall, so far as the law permits, be limited to the amount of fees paid to us. We shall not be liable for any indirect or consequential loss howsoever caused or for any loss, damages, costs or other consequences arising from information having been misrepresented to or withheld or concealed from us.

**17 FORCE MAJEURE**

- 17.1** Neither of us shall be liable for any delays or failures to perform due to causes beyond our control.

**18 AGREEMENT AND APPLICABLE LAW**

- 18.1** Until otherwise agreed or superseded, these Terms shall, together with the Letter of Engagement (or Services Contract) constitute the contract for the provision of Sator's services and shall be governed by and construed in accordance with Jersey law. In placing instructions with us and accepting our services you are deemed to accept these Terms.

*February 2013*