



Standards and Terms of Service

Narrow Quay Consulting Limited

1 August 2020

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1 Introduction

These standards and terms of service set out the basis upon which Narrow Quay Consulting Limited (**we**) will provide you with consultancy services. Subject to any amendments to them, they apply in all dealings between us and should be read together with our engagement letter.

Narrow Quay Consulting Limited is a company limited by shares registered in England and Wales, with registered number 12626198, and having its registered office at Narrow Quay House, Narrow Quay, Bristol BS1 4QA.

2 Our services

We will provide the services to you which are set out in our engagement letter. We will provide those services with reasonable skill and care, and in accordance with all applicable laws. In consideration for us providing you with the services, you will pay our fees (as described in section 7 below).

3 Confidentiality

Unless required by law or permitted by these standards and terms of service, we will not disclose to a third party without your prior consent any information concerning your affairs that we receive from you for the purpose of providing our services. This restriction will not apply where the relevant information is already in the public domain.

If we are required as a matter of law to refer any information concerning your affairs to relevant authorities, we may not be permitted to disclose this fact to you. You authorise us to permit people reviewing our compliance with professional standards (for example, compliance with ISO standards) to view your matter for the purpose of assessing our compliance with such standards only. You agree that we may disclose information from your file to our professional indemnity insurers where circumstances need to be notified to our insurers in relation to your matter.

We outsource certain activities, including IT services, archiving and document administration. All these activities are covered by confidentiality agreements. Please let us know as soon as possible if you do not wish us to outsource any of these activities.

We may also share information relating to your affairs with other members of the VWV group. **VWV group** means Veale Wasbrough Vizards LLP, a company which is from time to time a subsidiary of Veale Wasbrough Vizards LLP or a company which is from time to time a subsidiary of any such subsidiary of Veale Wasbrough Vizards LLP. Each company in the VWV group is a member of the VWV group. That sharing of information is covered by confidentiality agreements with those other members of our group. Please note that any use and sharing of personal information is dealt with in section 9.3 below, and we will be permitted to share personal information to the extent provided for in section 9.3 and the relevant Transparency Notice.

4 Conflicts of interest

We recognise the importance of ensuring that no potential or actual conflict arises between your interests and the interests of us, or any of our other clients. If a conflict does arise, we may not be able to continue providing you with our services. Should this happen we will discuss it with you to agree the way forward.

5 Our liability and limitations

5.1 Our liability to you

Our contract for the provision to you of services under these standards and terms of service and our engagement letter is between Narrow Quay Consulting Limited and you. The services provided to

you by us are provided for your benefit only, and cannot be relied upon by anyone else. No one else, including any individuals(s) who are involved in providing our services to you on behalf of Narrow Quay Consulting Limited, or any parent company of Narrow Quay Consulting Limited or any other member of its group, has any contract with, or any liability to, you.

Narrow Quay Consulting Limited agrees to act with reasonable skill and care in the services we provide to you. Our employees and consultants owe you no personal liability, under a duty of care or otherwise, for the work they do for you on our behalf and you agree to exclude any such duty or liability from our contract with you. Any claim you make against us may therefore only be made against Narrow Quay Consulting Limited and not against any of our employees or consultants, or against any parent company of Narrow Quay Consulting Limited or any other member of its group.

5.2 **Limitations on our liability**

Our maximum aggregate liability to you in respect of all claims, losses, liabilities, damages or expenses arising out of or in connection with the work we do for you on any individual matter shall in no circumstances exceed an amount of £10 million. This limitation on our liability to you applies whether that liability arises from tort (including negligence), breach of statutory duty, breach of the provisions of our engagement letter or these standards and terms of service, or otherwise.

We will not be liable for any consequential or indirect loss, whether or not it is foreseeable when we commence work for you on any individual matter.

No limit will apply in respect of any liability for death or personal injury resulting from our negligence, or for fraud, or for any other liability which may not be limited under any applicable law.

6 **Your responsibilities**

6.1 **Providing instructions or information**

You are responsible for providing in good time all information, authorities and instruction that we may need to provide our services to you, and to keep us informed of any relevant changes.

We will not be responsible to you for any failure in our performance of the services where that failure is caused by you not providing us with all information, authorities and instruction, or otherwise by you not complying with any provision of these terms and conditions of service or our engagement letter.

6.2 **Urgency**

You must inform us in writing if your instruction or any information you provide is urgent, and make sure that we have received it. You must specify any deadline.

7 **Fees**

7.1 **Fee agreement**

We will set out in our engagement letter, or in separate correspondence with you, how our fees for any services that we provide to you will be calculated. Where we agree to carry out work on the basis of a fixed fee, or where we provide you with an estimate for any work, we will set out in our engagement letter, or in other correspondence with you, the scope of work to which that fixed fee or estimate relates, and the basis and assumptions on which that fixed fee or estimate is calculated. Where the scope of work changes, or where the basis and assumptions on which the fee is based prove to be incorrect, we will be entitled to increase the fee for our services to reflect those changes. That change in fees will be charged on a time spent basis, unless we agree otherwise with you.

7.2 Time spent basis

Where we provide services on a time spent basis, all time spent on a matter, including file management, meetings, travelling, working on papers, correspondence and telephone calls recorded by our employees and consultants will be charged unless otherwise agreed. Our hourly rates will be set out in our engagement letter, and - where they have been agreed at the start of a matter - will be subject to review at least annually. We will be entitled to notify you of changes to our hourly rates by giving you not less than thirty days' written notice of the change.

7.3 Cost estimate

Where we provide you with a cost estimate, that estimate is a guide only and we will be entitled to charge you for the full cost of the work calculated in accordance with our engagement letter or in other correspondence with you.

7.4 Other factors

Other matters can be taken into account when calculating our fees such as the speed of response required, the size, complexity and novelty of the work and any specialist knowledge required or place of performance.

7.5 Special arrangements

We are happy to consider a flexible approach to our fees. For example, we will consider rates on blocks of time, specific retainer agreements or percentage fees. Any such special arrangement must be agreed in writing between us.

7.6 Information requests or subject access requests

If (i) we are required to provide information requested by you or your accountant for the audit and preparation of your accounts, or (ii) we receive a subject access request from a person, as a consequence of your having instructed us on a matter, then we will charge you for the time we spend in order to comply with our obligations and deal with the request.

7.7 Expenses

You are required to reimburse us for all expenses that we incur in providing the services to you. We usually require money on account from you before we incur any such expenses. Such expenses include courier charges and travelling, accommodation and subsistence expenses where reasonably necessary in connection with any matter. We do not normally charge for postage, fax or telephone call charges unless the amounts involved are exceptional.

8 Invoices

8.1 Interim invoices

We operate, so far as possible, a monthly invoicing policy. It will not affect any fixed costs or costs estimates we have given or may give you, simply the time at which costs will be payable, wholly or in part. We may require you to provide money on account of costs in advance of the work being carried out.

8.2 VAT

We will be entitled to add VAT to our fees at the prevailing rate from time to time. That VAT will be payable by you following delivery of a valid VAT invoice.

8.3 **Payment date**

Payment is due when you receive our invoice. If an account remains unpaid we may stop providing you with our services. You will make any payments due to us without any deduction whether by way of set-off, counterclaim or otherwise.

8.4 **Interest**

Interest on all overdue invoices may be charged at 4% above the base rate of the Bank of England from the date which is 30 days following your receipt of our invoice.

9 **General**

9.1 **Electronic communications**

We will often communicate with you by email and by mobile telephone. These means of communication are subject to the risk of inadvertent disclosure to third parties but in the interests of speed and efficiency you authorise us to use them on your behalf.

9.2 **Copyright**

We own copyright in all the work we produce for you. You may copy our documents for the purposes of the use for which they were intended, but you may not change the documents or re-use them for any other purpose (nor allow anyone else to do so) without our permission.

9.3 **Data protection**

As a client of ours, we collect personal information about you and about third parties during the course of providing services to you. As a corporate client, this includes personal information about your officers and employees. Where we use this information for the purpose of providing you with our services we are a data controller of such information.

To read more about how we protect and use your information as a data controller please see our Transparency Notice at www.narrowquayhr.co.uk/policies-terms/transparency-notice.

9.4 **Marketing communications**

We, and other members of the VWV group, may send you marketing communications about our services from time to time unless you have asked us not to. You can update your marketing preferences, including opting out of all marketing, at any time by clicking the "email preferences" link at the bottom of any of our marketing communication emails or by contacting www.narrowquayhr.co.uk/contact.

9.5 **Termination**

You may terminate your instructions by written notice at any time. You will remain responsible for all costs and expenses accrued until we receive and can act on such written notice. Where we are working on a time spent basis, we will invoice you for our time spent up to the point of termination. Where we are working other than on a time spent basis, we will be entitled to invoice you for what we reasonably consider to be a fair proportion of the fees that we have agreed with you, having regard to the work that we have done up to the point of termination.

If you fail to meet any of your material obligations or responsibilities, (in particular, if you fail to pay any bill when due, and that bill remains unpaid 14 days following our reminder to you) we will be entitled to terminate our engagement with you. In those circumstances, we will be entitled to invoice you for the work carried out to date, on the basis described in the previous paragraph.

9.6 **Governing law and jurisdiction**

These standards and terms of service agreed between us are governed by English law. The courts of England and Wales have exclusive jurisdiction to settle any dispute between us. Any judgment obtained in England and Wales is to be considered final, conclusive and binding and enforceable in any court of any other jurisdiction.

