



Terms of Business

Civil Enforcement Agents Limited



TERMS

Civil Enforcement Agents Limited (company number: 10525507) trading as CEA Limited ("the Company") provide a number of services to its clients ("the Client") including but not limited to, enforcement, debt recovery, tracing, repossession, eviction and legal support.

In this document, "we" and "our" relate to CEA Limited ("the Company") and "you" and "your" and his/her and their relates to you, the client.

Registered office: CEA Limited, 13 Fusion Court, Leeds, LS25 2GH.

You must undertake to check these terms as and when they are revised on our website and to take notice of any binding changes or notices published elsewhere in our communications, which may vary the terms and may include regulatory changes.

INSTRUCTING US

In submitting an instruction or a warrant of enforcement you and/or the client agree to be bound by the terms and conditions in this schedule and any additional reasonable term or request stipulated to you by the Company in accordance with relevant and applicable law.

If this instruction comes from a solicitor on behalf of a client, unless specified separately in writing, we will be deemed to have the client's authority to prepare and sign documents on their behalf including, but not limited to, Enforcement Notices, Witness Statements etc.

All instructions are to be delivered electronically. No instruction will be accepted by post or verbally unless specifically agreed by a Director.

If any provision of these terms and conditions is held to be invalid or unenforceable in whole or in part, the validity of the remainder of the condition(s) shall not be affected.

By instructing the Company, the Client agrees to provide the Company, with accurate information and documentation. The Client warrants that the details given are correct and accepts any responsibility for information given which proves to be incorrect.

The Client warrants that no other or third party action is being carried out that will prevent or hinder the Company, from carrying out their duties.

OUR SERVICES:

We will take reasonable steps to explain the associated services we will carry out for you. However, the Company does not warrant or guarantee a successful outcome and does not provide legal advice as to the prospects of success in relation to its services.

We will act for you from time to time only and on specifically agreed services only. Our service will be limited to specific items and issues you need help with. We will keep you up to date periodically with the progress of the case and deal with your queries promptly.

We will keep your information confidential and processed in accordance with relevant privacy laws and legislation.

You also authorise us to obtain such information about your personal and financial affairs as is necessary to verify the credit risks in the provision of services to you or your client.

The Company is obliged to maintain confidentiality with respect to information obtained whilst tendering for or fulfilling a contract.

The Company will not enter into any commitment that would involve assuming the powers of the police.

The customer is obliged to identify and consult with the Company on any specific health and safety requirements that apply, or are likely to apply, during the period of the contract.

Our responsibility is only to you as our client. We shall not be under a duty to, nor have any responsibility towards, any other person in connection with the work we have agreed to undertake (unless that person is also a client in relation to the work), even if your intention is to benefit such a person. Except to the extent that our associates, employees and consultants can benefit, the Contracts (Rights of Third Parties) Act 1999 does not apply to this agreement.

NORMAL OFFICE AND OPERATIONAL HOURS

The normal hours of office opening are between 9.00am and 5.00pm weekdays.

We provide a 'duty bailiff' service outside of those hours and all calls are answered.



OUR CHARGES AND EXPENSES

Our charges will be calculated in accordance with our pricing schedule by reference to the specific work and scope of that work agreed with you wherever possible in advance and where required time spent by managers, enforcement agents, legal executives and other staff in respect of any work which they do on your behalf (this will include, for example, meetings with you and others, reading and working on papers, correspondence, preparation of any detailed costs calculations and time spent travelling away from the office when this is necessary and telephone calls).

Where notified our fees will be charged at an hourly rate calculated by reference to the time spent on your assigned case. Letters, emails, faxes, telephone calls, de minimis copying costs and office and admin charges will be covered by an additional charged in advance.

The current hourly rates are set as per our pricing schedule and will be quoted in advance where required and or applicable at the sole discretion of the directors of the Company. We will add VAT to these at the rate that applies when the work is done. Otherwise our charges will be reviewed regularly, and details of charges will be available on request.

We will render our bills on completion of the matter or if completion does not take place within seven days of our starting work, then at the end of that seven days and thereafter Either weekly, two weekly or monthly based on hourly rates. Our payment terms provide for settlement within 7 days unless prior agreement.

Unless we have specifically agreed otherwise in writing, we will not be bound to pay any other charges, expenses or disbursements (other than small amounts) unless we have received funds from you.

We expect bills to be paid by you directly rather than deducted from monies held on account. However we may use monies on account to pay bills in which case we may require you to replenish the funds from time to time to maintain them at a sufficient level to cover sums we expect to incur in the next stage or stages of the matter. We will report how these funds have been used and account to you for any remaining balance after all our bills have been paid. Should we cease to act for you for any reason, any unbilled work will be invoiced without delay and any balance remaining after deduction of our fees, other charges, expenses, disbursements and vat will be returned to you.

If you have insurance which covers legal expenses please let us know so that we can consider whether we will accept

instructions funded by that insurance. If so you will need to inform your insurers before any work is undertaken, and confirm their agreement to our involvement. Please remember that whatever the expected source of funding, the primary liability for payment remains with you as our client.

Where additional work is called for on our part which was not contemplated within the original work covered by the fixed fee we reserve the right to revise our charges and if a further additional fixed fee is not agreed we will charge you at the appropriate hourly rates or fixed fees as per our pricing schedule.

In addition to the time spent, we may take into account and make an additional charge for or increase the hourly rate for a number of factors including any need to carry out work outside our normal office hours, the complexity of the issues, the speed at which action has to be taken, any particular specialist expertise which the case may demand (advanced cases with substantial variable factors, in the administration or insolvencies and in matters involving a substantial financial value or benefit or loss to the client, a charge reflecting the price of said benefit or loss, the size and involvement of the assigned case or the value of the financial benefit will be considered in addition to the hourly rate).

Where the Company have to pay out various other expenses ("disbursements") on behalf of clients to include but not limited to court fees, stationary fees, external services and provision of materials or associated costs, financial or banking fees, we have no obligation to make such payments unless you have provided us with the cleared funds for that purpose in advance of payment. VAT is payable on certain expenses.

Where relevant we will provide you with an initial estimate of fees and expenses and give you a periodic update of them.

If, for any reason, a matter does not proceed to completion, we will be entitled to charge you for work done and or quoted inclusive of expenses incurred in associated fixed fees (rounded up) plus associated administration charges charged at the sole discretion of the Company.

In all cases we are required properly to identify our clients and ascertain their; usual residence, or other correspondence addresses; credit limit (by credit check) or another information deemed relevant. We may ask you, and by accepting our terms of business you consent, to us using electronic and other means to verify your identity and address. There will be a fee for this which at present is £16.00 plus VAT per individual or company, or where necessary company director.

VAT ON ENFORCEMENT FEES

Where the creditor is VAT registered we are required to charge the VAT on enforcement fees directly to the creditor, which can then be reclaimed in the usual manner. If the creditor is not VAT registered then the VAT or an amount equivalent to VAT on enforcement fees may be recoverable from the debtor.

PERIODIC INCREASES

Periodic dates such as Christmas Eve and New Years Eve and other such dates are historically very difficult to provide cover, therefore are treated as Bank Holidays and as such attract a premium rate for services.

In the event of any increase in the cost of labour, wages, materials or other overhead expenses of any kind (including any increase due to a change in government legislation) concerned with the carrying out of the Company's duties under this agreement on giving no less than one month, or sufficient in respects of the situation, written notice to the customer, the Company shall thereupon be entitled to make a fair increase in the charges due under this agreement.

The Client shall be entitled upon receipt of the Company's notice of increase, give notice to the company, terminating this contract at the expiry of the notice but without prejudice to any rights of either party already accrued hereunder at the time of such termination. Any notice, shall be sufficiently served and posted to the customer of the Company at their respective last known address or left at such addresses and shall be deemed to have been duly received two days after such service.

PAYMENT OF OUR INVOICES

Invoices are prepared either on completion of works, weekly, 2 weekly or monthly for either payment due on receipt of invoice or SEVEN (7) days, of receipt of invoice.

Depending on the works that are to be carried out we may raise a pro former invoice for payment in advance. Interest of 8% above the Bank of England base rate will be applied on a daily basis for all debts over seven (7) days in accordance with Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debt Regulations 2002.

PAYMENT OF THE COSTS OF ACTIONS TAKEN

You are at all times responsible for payment to us of our total fees and other charges, expenses and disbursements without

waiting for recovery of any costs or damages which any other party either agrees to pay or is ordered to pay. For the avoidance of doubt, this responsibility to pay our fees includes any shortfall resulting from limits on costs recovery imposed by the court.

If a costs order is made against you, any liability imposed on you to pay the costs of another party will be in addition to your liability to pay our fees and other charges, expenses and disbursements.

Where you are awarded interest by the court on costs, we will account to you for that interest to the extent you have paid our fees and other charges, expenses and disbursements, but we will be entitled to the remainder of the interest.

If we are ordered by the court, as your enforcement agents, to pay the other party's costs, where we are simply following your instructions, then you will be responsible for those costs.

Where you are directly instructed by a client and or engage our services on their behalf, you will still remain ultimately liable to pay our costs and disbursements in full for actions taken on your instructions however received.

The Company reserves the right, at its absolute discretion, to withhold payment of remittance where outstanding balances are owed by the Client for past or current actions owed in relation to services employed, and or assign such funds to balances owed to the Company.

The Company reserves the right to deduct some or all the statutory or other fees due prior to making any payment to the Client. Any costs prescribed under applicable legislation which are incurred during any process will be off-set against monies recovered.

In matters relating to the recovery of money, If the Client receives payment on or after the day of instruction, or the instructing client cancels or withdraws an instruction, then the Client becomes liable for the full fees charged by the Company and agrees to fully pay all statutory fees otherwise recoverable or would be recoverable in the action of the instruction from the debtor.

In certain services (e.g. evictions, forfeitures) the Company will invoice the Client directly for the costs associated with providing the service. In such circumstances the Client will make payment of the sums due within the timescales specified on the invoice. If any element of an invoice is queried, the part of the invoice which has not been queried is to be paid in any event.

The client shall indemnify the Company against any additional costs that the Company may incur as a result of specific directions provided by the Client in the course of an instruction.

The Company reserves the right to charge late payment interest at four per cent above the base rate applied on any balance outstanding. The Client will also make payment of costs associated with debt recovery procedures, where applicable, should the matter remain unpaid beyond the terms stated.

STORAGE OF PAPERS AND DOCUMENTS IN OUR ARCHIVES

After completing the work, we are entitled to keep all your papers and documents while there is money owing to us. Generally, we will keep your file of papers for you in storage for six years and we may keep them longer if we decide. Storage is on the clear understanding that we have the right and you hereby authorise us to destroy the papers and documents after such period as we consider reasonable.

We will not of course destroy any documents such as original Wills, Deeds, and other securities

We make a charge for storage in our fees to you where applicable.

For time we spend producing stored papers or documents to you or another at your request we may also make a charge.

TERMINATION OF THIS AGREEMENT

You may terminate your instructions to us in writing at any time and you must tell us this clearly in writing. You will be responsible for paying our fees, disbursements and VAT for any work undertaken prior to cancellation and the cost of returning any relevant paperwork. We will retain papers until all outstanding bills have been paid in cleared funds.

We may terminate this agreement with immediate effect, and prior to termination suspend our work for you, if you or any person associated or connected with you or in which you have any direct or indirect interest, is or becomes subject to financial sanctions or similar restrictive measures under the laws of any jurisdiction or if we reasonably consider this is likely to occur. We may also stop working for you for any other good reason and on reasonable notice. If the agreement is terminated by you or us, you will only be liable for our fees until termination plus VAT and other charges, expenses and disbursements.

We will be entitled to retain all your files and documents while there is money owing to us on any matter.

Any provisions of this agreement which are capable of having effect after termination, shall do so.

If we require instructions by a certain date and you fail to comply with such a request, we reserve our rights to terminate the contract and, if necessary, seek to be removed from any relevant Court records as your appointed agent. The Company reserves the right to recover in full balances and monies owed in relation to services and actions employed.

If we decide to stop acting for you in any capacity, we will tell you the reason without any requirement for a notice period.

AGREEMENTS WITH LIMITED COMPANIES

When accepting instructions to act on behalf of a limited company or partnership, we require a Director and/or controlling shareholder and/or partner to guarantee the charges and expenses of this firm. In that regard, you (as such a Director and/or controlling shareholder and/or partner) hereby guarantee that you will be liable for the charges and expenses of this firm should they not be paid by the Limited Company or Partnership. This constitutes a separate contract enforceable by this firm.

ADVICE

We are not authorised by the Financial Services Authority to give financial advice.

We will not offer tax advice or advise on matters which have investment and/or tax implications or necessitate the consideration of tax planning strategies.

The Company is not authorised to provide legal advice in any form. Any advice provided by the Company relates strictly to the provision of services undertaken by the Company and should not be relied upon by the Client as advice in a wider context or advice relating to any litigation, dispute or other areas of law in which the Client is a party.

The Company accepts no liability for any actions which the Client may take or loss or damage which the Client incurs as a result of advice given in any communication with the Company. We recommend that you seek independent legal advice in relation to any legal issues at all times.

The Company will not be liable for any loss of income, profits, reputation, customers or loss of use or opportunity, even if we had knowledge that such damages or loss might arise or for any indirect, incidental, special or consequential damages or loss howsoever arising including without limitation breach of contract, negligence, willful act or default.

The Company provides no warranty on written information or correspondence sent either electronically or otherwise expressed in relation to a product or service provided or discussed unless specifically excluded by way of indemnification.

None of the content presented on any of the Company's websites constitutes legal advice..

MOBILE PATROL SERVICES

- a) The company confirm that keys will be immediately surrendered to an authorised representative of the customer if requested by the customer in writing.
- b) The company will retain keys for 30 days following cessation of contract, unless the keys have been surrendered to the customer. After 30 days the company will surrender the keys to a locksmith for destruction. A receipt for keys surrendered will be kept on file.

ORDERS FOR HIRED EQUIPMENT OR RECURRING SERVICES

- a) The Hire of Hired Equipment starts at the commencement of installation of the Equipment by the Company following receipt by the Company of a written or verbal order from the Client. All replacements and additions to the Hired Equipment shall also be subject to the terms and conditions set forth herein. The charges for recurring Services commence on the first provision of the Services.
- b) To terminate the hire of the Hired Equipment or the provision of the Service, the Client must request the Company to remove the Hired Equipment from Client's site or terminate the Service by submitting a written request. The Company will, at the Client's request, provide the Client with a Termination Reference Number to verify receipt of the removal instruction.
- c) The Company accepts no responsibility for inaccuracies arising from information given to them by the Client or its employees.

HIRE TERM

- a) The Hire or charge for recurring Services shall remain in effect until the later of (a) the date specified on the written order or (b) the date the Hired Equipment is returned to or collected by the Company or the Service is ceased or (c) If the Client fails to pay any amounts due for the Hired Equipment the date the Hired Equipment is removed by the Company or the Service is ceased. The expiration or termination of the Hire or Services shall not affect the Client's obligations hereunder.

HIRE CHARGES

- a) The Client shall pay the rental and other charges for the Equipment and Services in the amounts and on the dates set forth in the agreement. Where charges are on a per opening basis, an opening will be deemed to be less than 3sq.m. Larger openings will be charged on a pro-rata basis. This will also apply where openings change direction.
- b) The company reserves the right to charge for waiting time caused or requested by the client.
- c) Where more than one dwelling is situated in a building, charges are levied on the individual dwellings therein.
- d) Where the equipment is removed from site by the Company for whatever reason, the balance of the monies due for the minimum period becomes due and the hire is deemed to be terminated from the date of removal.

INSURANCE AND RISK OF HIRED EQUIPMENT

- a) The Client is responsible for the safe custody of all Hired Equipment and shall insure it and keep the same insured against all risks. The Client must inform the Company of any shortages in quantity delivered and/or installed within 96 hours of the goods being delivered.
- b) Hire charges for any lost or stolen Hired Equipment shall be due and payable up to and including the day which such loss or theft is reported to or discovered by the company. The Company reserves the right to inspect the Equipment periodically during the course of the Hire and make a charge for any damaged or lost Equipment.

DEFAULT AND REMEDIES

- a) All Hired Equipment remains the property of the Company. The following shall constitute an Event of Default under this Hire:
- 1) any hire and/or installation charges and/or damaged or lost equipment charges payable under these terms are in arrears for more than 14 days;
 - 2) Client fails to perform an affirmative, non-monetary covenant contained in this Hire;
 - 3) Client becomes Insolvent, unable to pay its debts as they become due or any case or proceeding under any bankruptcy or insolvency law is commenced with respect to the Client;
 - 4) the Equipment or any amounts due hereunder become the subject of a lien or other such encumbrance; or
 - 5) the Client violates any other terms or conditions contained herein or on any order.
- b) If any such Event of Default occurs, the Company may terminate the Hire after giving the Client 7 days notice verbally or in writing (no notice period will be given as per Clause 3 for non account holders where payment has not been made) and thereupon, the Company shall have the right using all reasonable means to enter any premises on which the Equipment may be located and retake possession thereof without any liability to the Company for such forcible entry or for damage to property resulting at the time or thereafter from the removal of Hired Equipment. Any failure of the Company to enforce its rights under these terms shall not be considered a waiver of those rights by the Company.

SITE OR LOCATION

The Client, its employees, contractors or agents shall not under any circumstances move, take down, relocate, dismantle or refit any or all of the Hired Equipment at any time. All such actions must be performed by the Company upon request by the Client and is subject to the Company's charges. On acceptance of the goods, the Client will be deemed to accept that it will not sell, transfer, assign or let any premises where the Equipment is installed without first obtaining written confirmation to the company from the person to whom the premises are being sold, assigned or transferred/let that it agrees to be bound by these terms and conditions as if it were the Client. The first Client shall remain fully liable for any and all breaches of this Agreement.

FORCED ENTRY

The Company or others retained by the Company may be required to force entry to the Client's property. The Company

shall not be liable for consequences of such forced entry including without limitation any damage to property or glass breakage resulting from such forced entry.

SUBLET

10.1. The Client shall not sublet the Hired Equipment or transfer this Hire or the Equipment to a third party without the written permission of the Company.

WARRANTIES

- a) The Company will take reasonable steps to ensure that the hired equipment is in working condition as of the date of its delivery to the Client. The company makes no warranties, either expressed or implied, as to the merchantability or fitness for particular purpose of the Products other than those contained herein. The Client agrees that that the company is not liable for any failure of the Equipment or Services resulting in loss damage or injury directly or indirectly from defective material faulty workmanship or otherwise howsoever arising. In the event that notwithstanding the provisions above, the Company is found liable for loss or damage, that liability shall in no event exceed £300.00.
- b) Where the Company or its contractors are to provide a response service to alarm activations, it may provide an indicative average response time. This is for illustration purposes only and the Company does not warrant or provide any guarantees whatsoever that the quoted average response time will be achieved. Whilst the Company will endeavour to achieve the average response time, no liability whatsoever, however arising, can be accepted for losses incurred through failure to meet the target average response time.
- c) The Client warrants that it is the owner, or the authorised agent of the owner, of any Site at which it instructs the Company to provide the Products. The Client further warrants that the site will not be occupied at the time at which the Company has been instructed to provide the Products or that if the property is occupied at that time that the occupier(s) have no objection to the provision by the Company of the Products at the Site.

CCTV

The company confirm that any recorded CCTV footage will be available for 30 days. If after 30 days the customer has not requested footage to be stored it shall be deleted

COMMUNICATION BETWEEN US

Our clients and our staff are of first importance to us. We will work hard for you and we hope that you will be pleased with the work we do for you. However, should there be any aspect of our service with which you are unhappy, please raise your concern in the first place with the person dealing with your assigned case. If you still have queries or concerns, please contact Catherine Hirst, who is the Managing Director.

Correspondence either in written form or sent electronically may contain confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail.

Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete or destroy the said correspondence your system. E-mail transmission cannot

be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The Company therefore does not accept liability for any errors or omissions in the contents of the correspondence, which arise as a result of transmission. If verification is required please request a hard-copy version.

The Data Protection Act 2018 is the UK's implementation of the General Data Protection Regulation (GDPR) and this requires us to advise you that your particulars are held on our database. We may, from time to time, use these details to send you information which we think might be of interest to you and you hereby authorise us so to do. We may deal with, transfer or disclose information about you for the purpose of providing you with our services, the prevention of fraud and verifying your identity and so as to comply with the law as it is from time to time.

INSURANCE

The Company accepts such liability as would, but for these conditions, be imposed by law, subject to the following limitations and indemnity:

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|-----------------------------------|----------------|
| a) Employees Liability | £10,000,000.00 |
| b) Public Liability | £10,000,000.00 |
| c) Efficacy/Contractual Liability | £2,000,000.00 |

(ii) The Company's liability shall not exceed the monetary limits referred to herein, no matter how the liabilities may arise and howsoever they may be caused and in relation to whomsoever and without prejudice to the generality of the foregoing, whether or not the same shall directly or indirectly be attributable to, or arise from, or be in any way caused

or connected with or related to any breach of warranty obligations or conditions save that the limitations shall not apply to the following:

- Any act of neglect or default whether willful or otherwise.
- Any criminal act.
- Any fundamental breach of this contract or any breach of a fundamental term of this contract of and by the Company, its employees and agents so that in all circumstances whatsoever, any injuries, (including death) loss or damage over and above the monetary limits stated below shall be the sole risk of the customer.

LIMITATION OF LIABILITY

The Company shall not be held responsible for any loss or damage whatsoever arising during the period of any such deficiency in or omission of the services where such deficiency or omissions are caused by or due to pandemics, acts of war, terrorism, strikes, lock-outs, labour disputes, obstruction of any public or private road or highway or to any other circumstances outside the control of the Company.

Any loss of computers or related equipment that has not been adequately secured or in the case of laptop computers, those that have been left unattended or have not been placed in a secure location.

Any damage to computer equipment and records and financial loss arising from a computer virus and hacking.

Any claim in respect of loss or damage should be reported to the Company within seven days of the said incident, in writing, quoting the relevant crime number where appropriate. Claims will not be accepted beyond this period.

The Company will not be held responsible and will not accept liability for any plant hire goods or other equipment belonging to a third party, subcontractor or agent of the customer unless mutually agreed in writing and subject to implementation of all recommendations included in a detailed risk assessment carried out by the Company and providing that such risk assessment does not contradict or increase any liability already detailed in these Terms and Conditions.

You shall have no right to set off any sums in part or in full arising from any actual, potential or purported claim made or to be made against the Company howsoever arising or in any event until the outcome of any such claim has been determined in relation to any of our invoices rendered or any sums.

Our liability for loss or damage attributable to our negligence, breach of contract, misrepresentation or otherwise (but not in respect of fraud, fraudulent misrepresentation, death or personal injury) shall not exceed our level of insurance cover.

A limitation of liability provision in these terms shall apply to each and every subsequent transaction or work we carry out for you unless we agree otherwise.

Where this letter is addressed to more than one client, this limit of liability applies to the total of all claims by all such clients and not separately to each client.

We shall therefore not be liable for any loss or damage suffered by you arising from changes to the law or its interpretation (and we do not undertake to alert you to any such changes) or changes in your circumstances. It is also not possible for us to guarantee that any services we provide will be successful and we shall not, therefore, be liable for any loss or damage suffered by you if and to the extent that they may not succeed.

CONTRACTORS

In some circumstances the Company may outsource the services to approved third-party sub-contract company. The Company will ensure that appropriate insurances and accreditations are in place and will regularly check these documents

INDEMNITY

Our engagement including any fee estimate and the likely timescale are based on the following:

- We will assume we can take instructions from you or anyone else you tell us has authority to give us
- instructions; or if we act for more than one person, from any of those persons on behalf of all of you.
- You and any others with whom we need to liaise provide prompt, clear and accurate instructions and provide relevant information (whether or not we ask for it) and tell us promptly of any changes. We may act on your oral instructions but we may ask you to confirm these in writing.
- You understand and adhere to any disclosure obligations.

- Where the matter involves negotiation, those negotiations are conducted by all parties on a reasonable and professional basis and are not unduly protracted.
- That there are no circumstances outside our control that delay the timely progress and conclusion of the matter.
- That you pay us in accordance with these terms and provide funds for the services promptly when requested to allow for clearance.
- We are not required to do work that is outside any scope that we have agreed.

In any event the Client shall defend, indemnify and hold harmless the Company, its directors, shareholders and employees against all loss, damage liability or any legal claim (including legal costs) which is brought against any or all of the Company, its directors, shareholders and employees howsoever arising out of or in connection with the provision of services undertaken by the Company.

In supplying an instruction the Client provides Indemnification to the Company against all actions at law, as well as against all costs, charges, expenses and legal disbursements which you may incur or be liable to pay by reason of executing such instruction, and hereby undertake not to hold the Company or its subsidiaries accountable for any associated losses to include goods forcibly or clandestinely removed.

ELECTRONIC SIGNATURE AGREEMENT

By submitting an instruction to the Company you are signing such document electronically, and agree that this constitutes the legal equivalent of your manual signature (referred to as your "E-Signature"), acceptance and agreement as if actually signed by you in writing.

You also represent that you are authorised to provide these instructions on behalf of the creditor and will be bound by the terms of this Agreement.

A copy of our Privacy Notice is available on our website or a hard copy may be requested from us by phone, email or mail addressed to the Privacy Officer.

The Privacy Notice sets out further information about the personal data we collect and how we use it. It also provides further information about your rights in respect of your personal data held by us, including your right to make a complaint.



If you have any queries regarding your personal data, please contact our Privacy Officer.

When we provide you with our services (which may include legal services, training, administration, marketing, for other commercial purposes, or as required by law), we process personal data – either yours if you are an individual client or, if you are a corporate client, of individuals within your organisation with whom we deal. If we use this data to communicate with you about our services, you can choose not to receive these communications at any time: see the Privacy Notice on our website.

When we use Client Personal Data we do so subject to your instructions, our professional duty of confidentiality and the Privacy Laws as set out in the Data Processing Details. We process Client Personal Data supplied to, or created by, us in providing our services to you, as a Data Controller with you. In limited instances, for example where we provide trustee, trust administration or company secretarial services, we may act as Data Processor and the basis upon which we do so is set out in the Data Processor Terms.

As Data Controller of the Client Personal Data we and you shall each comply with our respective obligations under the Privacy Laws and use all reasonable efforts to assist the other to comply with such obligations as are respectively imposed on each of us by the Privacy Laws. We shall both ensure that we notify any relevant supervisory authority as required including about the use and processing of the Client Personal Data.

We and you each acknowledge and agree that we have allocated responsibility for compliance with the Privacy Laws, as set out in the Data Processing Details. You and we acknowledge and agree that the Data Processing Details are an accurate description of the Processing of Client Personal Data. Where you collect Client Personal Data, which you provide to us, you shall ensure that:

- you are not prevented or restricted from disclosing or transferring it to us and that we are not prevented or restricted from processing it as envisaged in our Letter of Engagement;
- you have complied with applicable provisions in the Privacy Laws in relation to information (including fair processing information) and access enabling us to process it in providing our services to you;
- it is adequate, relevant and limited to what is necessary in relation to the purposes set out in the Data Processing Details; and
- it is accurate and up to date.

You and we shall be separately responsible for compliance with the following obligations as a Data Controller of the Client Personal Data:

- the Security Requirements in respect of the Client Personal Data in its possession and/or control;
- restrictions in the Privacy Laws on transfers of the Client Personal Data outside the EEA which either of us initiates;
- retaining the Client Personal Data in our or your possession and/or control only for as long as necessary for its purposes as set out in the Data Processing Details; and Data Subject rights under the Privacy Laws exercised in respect of the Client Personal Data in our or your possession and/or control.

Neither you nor we shall, by your or our acts or omissions, cause the other party to breach its obligations under the Privacy Laws.

The Client Personal Data we process may be transferred to our service providers and agents and may be accessible by each and every affiliate of ours (worldwide) for the provision of our services.

You agree that we may disclose that we are acting for you in our marketing and similar materials and, if in the public domain, the matter on which we have acted or are acting for you. If the matter is not in the public domain, we may only disclose the matter for marketing purposes in a generic form (and without reference to you) unless otherwise agreed between us.

DISPUTE

If you have any queries or concerns regarding our work for you, you should raise these in the first instance with the person handling your assigned case. If you are unhappy with their response, you must write to our Finance Manager at CEA Ltd, 13 Fusion Court, Leeds, LS25 2GH or at accounts@cealimited.co.uk. Any dispute or legal issue arising from our terms and/or letter of engagement will be determined by the law of England and considered exclusively by the English Courts.



SENDING MONEY TO US

For the avoidance of fraud it is your responsibility to check with us that you are using our correct bank details for any payments to us.

If in doubt you should NOT contact us by email. Write to us by post or fax or pay us a personal visit so we can verify your identity and instructions.

REFUSAL OF SERVICE

The Company reserves the right at its absolute discretion right to decline any instructions without stating a reason. In such circumstances any monies paid to the Company in respect of those instructions may be refunded upon written request and approval by a Director.

TERMS OF BUSINESS

Unless otherwise agreed, and subject to the application of relevant charges and costs currently in force, these Terms of Business shall apply to any future instructions given by you to this firm.

Although your continuing instructions in this matter will amount to an acceptance of these Terms of Business, we will be entitled not to start work on your behalf until one copy of them has been returned to us for us to keep on our file.

This agreement shall constitute part of the contract between the parties hereto and will only be supplemented by additional service specific terms and conditions confirmed in writing by the Company. No variation of this agreement shall be of any effect unless agreed in writing and signed by a director of the Company.

This agreement shall be governed by the law of England and Wales.