# Terms of Business

**Capacity**

1. All work for our customers (“The Client”) and which will be performed by Heita Ltd t/a Skye Compliance (“The Firm”) will be in accordance with the written Terms of Reference (“The Agreement”) agreed at the outset together with this standard Terms of Business, as modified by any agreed variations.

2. Services provided by The Firm as per The Agreement are provided based of The Firm acting as a consultant, not an employee. The Client and The Firm acknowledge that The Agreement does not create a partnership or joint venture and is exclusively a contract for service.

3. The Firm will carry out services with all due skill and care to the standard requirement by The Client and as far a possible in accordance with the terms of The Agreement and any other timetables or other targets agreed.

**Procurement**

4. For project work, The Client is deemed to have accepted the terms of The Agreement upon The Firm receiving its first payment in accordance with the terms of The Agreement, regardless of whether this Agreement has been signed.

5. For on-going service arrangements, specific Agreement terms must be signed prior to work commencing.

## **Fees and Payments**

6. Fees are based on time spent on work for the client, at fee rates appropriate to the Consultants

concerned. Fee rates may be increased at three months notice.

The current fee rates being:

* Application for Part IV Permission £4500 (unless amended by Terms of Reference agreement)

Payment terms are 50% at the outset and the balance due once the FCA has approved the application

* Annual retainer Services £350- £900 per month. By agreement.
* Half Day Project Work - £600 (No more than 4 hours)
* Full Day Project Work - £900 (No more than 7 hours)

Payment terms are 50% at the outset all projects

* Additional ad hoc support – time costed:
  + Director £ 180 per hour
  + Consultant £ 120 per hour

1. Fees are based on a standard Monday to Friday basis excluding public holidays.
2. Travelling, accommodation and subsistence expenses and goods purchased on The Clients’ behalf will be charged at cost except where inclusive fees are quoted. Travel costs will be based on the standard class rail fare, economy class airfare or Inland Revenue mileage rates.
3. Terms of Reference are valid for one calendar month from the date of submission to The Client. The Firm reserves the right to amend the proposal or its fees after that period.
4. Where clients consistently fail to settle invoices when due, or where The Agreement requires The Firm to buy in specific products or services, work may be invoiced in advance.
5. The Firm will be paid in accordance with The Agreement. Should the contract end when a reasonable amount of work has been carried out by The Firm and due payment has not been made, The Firm reserves the right to submit an invoice to The Client setting out the time spent and services rendered. This does not affect your statutory rights.

### Variation and Termination

1. In the event of an unforeseen change in circumstances, the work content and the fee may be varied by mutual agreement.

13. Should circumstances arise in which no mutually acceptable variation can be agreed after full consultation, the

Agreement may be terminated by one month’s notice in writing.

14. Should the Client intend to end The Agreement, this must be written with a detailed explanation for reasons why and received by The Firm within 7 days, to: [vash@skyecompliance.co.uk](mailto:vash@skyecompliance.co.uk) and should not be unreasonably held or delayed.

1. If initial payment is not received as per The Agreement, work will not begin and The Agreement will automatically become invalid.

16. The Client must make full disclosure of all information when requested by The Firm. Non-disclosure of information, which may affect the work carried out for The Client, may result in termination of The Agreement.

17. Information requested by The Firm from the Client must be provided within a reasonable timescale. Timescales will vary in accordance with each specific project and will be identified and made clear by The Firm in advance.

18. For project management of a Client’s FCA application, one on-site visit per application will be made. Additional requests to visit site may be charged for at the Consultant’s hourly, half-daily or daily rate as per point 6., above.

19. The Firm reserves the right to charge interest on late payments.

### Confidentiality

20. The Firm will not disclose information confidential to The Client, including advice and recommendations made to The Client. The Firm retains copyright in all material provided to The Client.

21. The Client will not disclose The Firm’s methodology or arrangements to a third party.

22. Confidentiality will be adhered to in line with The Firm’s Confidentiality Agreement.

### General

### 23. The assignment may be resourced by staff of The Firm or by Associate Consultants. The Client is entitled to approve or decline any Consultant put forward by The Firm to work on the assignment.

24. All conclusions, advice and recommendations are made by The Firm in good faith and on a basis of information available at the time. Under no circumstances shall The Firm be liable for loss or other consequential damages of The Client.

25. The Client will make available to The Firm all information necessary for the effective conduct of the assignment.

26. When working on The Client’s premises, The Firm will be provided with suitable office accommodation, telephone and basic office services, without charge.

**Confidentiality**

27. The Firm agrees that any personal information is received without prejudice and information is kept secure and processed fairly and lawfully in accordance with the Data Protection Act 2018.

**Notices**

28. All notices, which are required to be given by The Firm, will be in writing and sent to the registered office to the party upon whom the notice is to be served. Any such notice may be delivered by first class post.

**Discrimination**

29. The Firm shall at all times comply with the requirements of the Disability Discrimination Act 1995, the Race Relations Act 1976 and all other statutory and regulatory requirements including the Firm’s policies. It will not treat any person or group of people less favourably than any other on grounds of race, colour, religion, ethnicity, sex, age, disability, nationality, marital status or sexual orientation.