

General Terms and Conditions

Limitation of liability

1. You (and any others for whom Services are provided) may not recover from us, in contract or delict, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect or special damages in connection with claims arising out of this Agreement, or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. Rules and regulations frequently change, and you must ask us to confirm any advice already given if a significant transaction is delayed or a similar significant transaction is to be undertaken.

Indemnity

2. To the fullest extent permitted by applicable law and professional regulations, you shall indemnify us and all our employees against all claims by third parties (including your affiliates and attorneys).

Fees

3. You shall pay our fees and specific expenses in connection with the services as detailed in the Scope of Services.
4. We may charge additional professional fees if events beyond our control (including your acts or omissions) affect our ability to perform the services as originally planned, or if you request us to perform additional tasks.
5. All tax invoices are due and payable on presentation to you.
6. We reserve the right, in our sole discretion, to terminate our services, in its entirety, with immediate effect if the client does not adhere to any of the terms and conditions as set out herein.

Force Majeure

7. Neither you nor we shall be liable for breach of this Agreement (other than payment obligations) caused by circumstances beyond your reasonable control, or beyond our reasonable control.

Term and Termination/Disengagement

8. This Agreement shall be ongoing until terminated. Either party may terminate this agreement upon 30 (thirty) days written notice to the other. In addition, we may terminate this Agreement, or any services, immediately, upon written notice to you if we reasonably determine that we can no longer provide the Services in accordance with applicable law, or professional obligations.
9. Should this service level agreement be terminated, we will provide all reasonable assistance to facilitate the transfer to another party authorized by yourselves. We will issue a "Disengagement Letter" to ensure that our respective responsibilities are clear. We will endeavour to agree with you on the arrangements for the completion of work in progress at that time, unless we are required for legal or regulatory reasons to cease work immediately. In that event, we shall not be required to carry out further work and shall not be responsible or liable for any consequences arising from termination.

10. Should either party vary our authority to act on your behalf, notice of variation must be given in writing.
11. You shall pay us for all work-in-progress, services already performed and expenses incurred by us up to and including the effective date of the termination of this Agreement.
12. Accounting records will not be handed over to new accountants until all invoices are paid.

Lien

13. Insofar as permitted to do so by law or professional guidelines, we reserve the right to exercise a lien over all funds, documents and records in our possession relating to all engagements for you until all outstanding fees and disbursements are paid in full.

Electronic and other communication

14. As instructed, we will communicate with you and with any third parties you instruct us to as set out in our engagement letter and privacy notice via email or by other electronic means. The recipient is responsible for virus-checking emails and any attachments.
15. With electronic communication, there is a risk of non-receipt, delayed receipt, inadvertent misdirection or interception by third parties. We use virus-scanning software to reduce the risk of viruses and similar damaging items being transmitted through emails or electronic storage devices. However, electronic communication is not totally secure, and we cannot be held responsible for damage or loss caused by viruses, nor for communications that are corrupted or altered after despatch. Nor can we accept any liability for problems or accidental errors relating to this means of communication, especially in relation to commercially sensitive material. These are risks
16. you must accept in return for greater efficiency and lower costs. If you do not wish to accept these risks, please let us know and we will communicate by hard copy, other than where electronic submission is mandatory.
17. You are required to keep us up to date with accurate contact details at all times. This is important to ensure that communications and papers are not sent to the incorrect address.

Requirements of the Data Protection Act (DPA) 2018 and the General Data Protection Regulation (GDPR)

18. The DPA 2018 and GDPR set out several requirements in relation to the processing of personal data. We take your privacy and the privacy of the information we process seriously. We will only use your personal information and the personal information you give us access to under this contract to administer your account and to provide the services you have requested from us.

Miscellaneous

19. Each party represents that the person signing this Agreement, and any Statement of Work hereunder, on their behalf is expressly authorised to execute same and to bind each party to their terms.
20. If any provision of this Agreement (in whole or in part) is held to be illegal, invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
21. Neither party may use or reference the other's name, logos or trademarks without the other's prior written consent, if we may use your name publicly to identify you as a client.