

**Hallett**  
**Independent**  
Art & Heritage  
Insurance

# Terms of Business Agreement



# Welcome

Hallett Independent specialises in arranging insurance cover for art and heritage clients. We offer a highly personal service aimed at anticipating issues, dealing with problems as they arise and relieving clients of unnecessary paper work.

This document, together with any separate written agreement between you and Hallett Independent Limited (“Hallett Independent”), sets out the terms on which we agree to act for you.

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28 Mortimer Street,  
London W1W 7RD  
T: +44 0207 580 0266

Lymington  
Asset House,  
7-9 Quay Street,  
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Hallett Independent Ltd is authorised and regulated by the Financial Conduct Authority. (FCA Reg No 310908)  
Registered Office: Asset House, 7-9 Quay Street  
Lymington SO41 3AS Registered No 04407168

# Scope and Application

This document, together with any separate written agreement between you and Hallett Independent Limited ("Hallett Independent"), sets out the terms on which we agree to act for you.

Within this agreement, the terms "we", "us" and "our" refer to Hallett Independent. All references to "insurers" shall include insurers, underwriters, managing agents or, where applicable, reinsurers with whom we place business. As appropriate, references to "insurance" or "insured" shall include reinsurance and reinsured respectively.

If you are a business or company, unless otherwise expressly stated in any separate written agreement between you and Hallett Independent, you agree to and accept the terms of this agreement on your own behalf and on behalf of any of your group companies receiving the benefit of our services. You shall ensure that each of your group companies will act on the basis that they are party to, and bound by this agreement. All references in this agreement to "you" and "your" shall mean you and each of your group companies.

# Accepting our Terms of Business

By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of Business. For your own benefit and protection, you should read this agreement carefully as it contains details of our statutory and regulatory responsibilities and of your own contractual obligations.

This agreement shall supersede any Terms of Business agreement that we may have previously sent to you. In particular, we draw your attention to the following sections:

- Our Service
- Payment for our Services
- Your Responsibilities
- Ending your Relationship and this Agreement with us
- Use of Personal Data

If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you, you should inform us within fourteen (14) business days of receipt of this agreement or before you ask us to quote for, advise on, arrange or manage your insurances, whichever is the sooner, otherwise we will assume you are giving your full informed consent to the terms of this agreement.

For any commercial businesses operating within an incorporated company trust, partnership, or limited liability partnership, we shall be entitled to assume that the recipient of this agreement has obtained authorisation and/or is able to consent to these terms on behalf of their organisation's governing body.

## Modifications

We reserve the right the right to modify these Terms of Business without prior notice whenever we are required to do so in compliance with any legal or regulatory obligation. When such changes are applied, we will upload the new Terms of Business on our company website: <http://www.hallettindependent.com>

If we wish to amend these Terms of Business for any other reason, we shall do so on the following basis:

- Such changes shall apply to each agreement entered into prior to such publication unless you notify us, within fourteen (14) business days following a revised publication on our company website, that you do not accept the changes. Where notification is given, the previous Terms of Business shall remain in full force and effect for a remaining term, until such time as we arrange any new business or the renewal of an existing business to which the new Terms of Business will attach.
- The new (modified) Terms of Business shall apply to any agreement entered into on, or after, the date of publication of those terms.

## The Financial Conduct Authority

Hallett Independent Limited is authorised and regulated by the Financial Conduct Authority (FCA).

Our Financial Services Register firm reference number is: 310908.

Our Registered Office is: Asset House, 7-9 Quay Street, Lymington, Hampshire SO41 3AS.

Our permitted business is as an independent insurance intermediary. Our services may include; introducing, advising, arranging, dealing as agent, and assisting in the administration and mediation of general insurance contracts.

You may verify these details on the Financial Services Register by visiting the FCA's website, <https://register.fsa.org.uk> or by contacting the FCA on 0800 111 6768 (freephone) or 020 7066 100 (overseas).

## Our Service

### Helping you to decide

We offer access to general insurance products and services, with a predominant specialism within the fine art and specie market, provided by a wide range of UK and international insurers.

Our role includes; assessing and advising you on your insurance needs, arranging insurance policies with insurers to meet those identified needs and requirements, to administrate any mid-term adjustments to your insurance cover as necessary, and to assist in the renewals of any policies previously arranged through us as appropriate. In the event of submitting an insurance claim, we will also offer our skill and expertise in handling any claims on your behalf and with obtaining settlement from insurers. Only upon receipt of your instructions are we able to place cover for any new insurance policy we arrange for you. Cover is not in place until we have confirmed it to you in writing.

Where we can offer the availability of an instalment facility in order to pay the insurance premium by regular payments, we do not offer advice in relation to this and you will need to make your own decision as to whether to proceed.

For the avoidance of doubt we do not offer advice in relation to tax, legal issues, or accountancy regulations and sanctions, and you should consider undertaking separate professional advice regarding any such matters.

## Our Service *(continued)*

### **The capacity in which we act for you**

As a specialist fine art insurance broker we deal with a variety of private and commercial customers, arranging competitive and tailor-made insurances with leading and established insurers within the market. We take great pride in our reputation for offering dedicated personal services to all clients, and our experienced team ensures the highest standards of expertise when negotiating and recommending bespoke insurance products fit for your requirements.

### **Notice for commercial customers;**

In providing our service, we may sometimes act as an agent of the insurer. We will always aim to treat you fairly and to avoid any identifiable conflicts of interest which may prevent us from carrying out our continued services and duty to you. In the event that a conflict of interest arises beyond our management, we will discuss this with you. If you have any concerns in relation to conflicts of interests, please contact us.

We will confirm the capacity in which we will act for you before undertaking any relevant transactions on your behalf.

## Our product range and scope of insurers used

We offer and arrange personal and commercial insurances from a range of insurers, which may include placing your business under a delegated underwriting authority or similar facility under which we are enabled to accept business on their behalf. We are not tied to any particular insurer but, depending on the product and in consideration of your specific needs, we may offer only a single product from an individual insurer, or products from a small selection of relevant insurers.

Where we select products from a limited number of insurers in arranging your insurance, you may request a list of the insurers with whom we deal with for these products. If we propose using another intermediary to help place your business, we will confirm this to you in good time before any arrangements are finalised.

We may be able to offer finance for insurance instalments either directly through the insurer or by means of a premium credit provider, and will provide further information regarding available instalment arrangements upon your request.

We will not in any circumstance guarantee the solvency of any insurer and, in the event of an insurer experiencing financial difficulties, we are not responsible for any deficit in amounts due to you in respect of any policy termination, claims, or your liability to pay premium.

Although we encourage and strongly advocate retaining an insurance policy with its existing insurer at renewal in order to build upon the relationship and where at all possible improve upon terms of cover, we reserve the right to conduct a market analysis of potential insurers and to propose an alternative insurer should we believe this to be in your best interests.

## Your policy documentation

We will confirm to you and issue written terms and conditions of any insurance policy that we arrange on your behalf. Documentation relating to your insurance will confirm the basis of the cover and provide details of the relevant insurers, and we advise keeping records of all your policy documentation together in a safe place.

In the arrangement and continued administration of your insurance policy, it remains your responsibility to check any documents relating to your insurance and to notify us as soon as reasonably practicable should the arranged terms or levels of cover be thought to not to satisfy your demands and needs. You should also pay special attention to both general and policy-specific conditions, exclusions, and claims notification provisions as any failure to comply with these terms may invalidate your cover or basis for a claim.

## Complaints and Compensation

We are committed to providing you with the highest possible level of customer service at all times, and endeavour to share the benefits of our experience and breadth of insurance broking expertise. We welcome any feedback in order that we may improve upon the areas of service that we provide.

If you are not satisfied with the service you have received or have cause to make a complaint, please contact us by the following means:

**in writing:** Hallett Independent Ltd.  
Asset House, 7-9 Quay Street, Lymington,  
Hampshire SO41 3AS

**by phone:** +44 (0)1590 672888

**by email:** info@hallettindependent.com

When dealing with your complaint, we will follow our firm's complaint handling procedures. A summary of these procedures is available on request and is also made available on our company website ("How Hallett Independent Ltd handles complaints").

Our designated Complaints Officer is Mr. Louis Pavitt:

**by phone:** +44 (0)1590 646710

**by email:** l.pavitt@hallettindependent.com

All complaints will be acknowledged in writing within five working days, in which we will present our understanding of the nature of the registered complaint along with an expected timeframe for investigation, where applicable. If you remain unsatisfied or have not received a conclusion of our investigation into your complaint within eight weeks from the date of the reported complaint, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS). The FOS may require access to the files that we hold in relation to your insurances: unless you request otherwise in writing, we will provide these files to them if asked without further reference to you. For further information you can visit the FOS website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Eligibility and access to the FOS is available for all complainants defined by one of the following categories at the time we receive their complaint:

- Consumers (private individuals acting for purposes which are wholly or mainly outside that individual's trade, business, craft, or profession)
- Businesses employing fewer than 10 persons -and- with a turnover or annual balance sheet total not exceeding €2 million
- Charities with an annual income of under £1 million
- Trustees of a trust with a net asset value of under £1 million

# Complaints and Compensation (continued)

We are covered by the Financial Services Compensation Scheme (FSCS) for our insurance mediation activities. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

If you are eligible to claim from the FSCS, compensation is available in relation to insurance advising and arranging as follows:

- 90% of the claim, without any upper limit;
- 100% of the claim without any upper limit for
  - compulsory classes of insurance (such as Third Party Motor or Employers Liability); and
  - 'pure protection' contracts, professional indemnity insurance, and general insurance claims arising from the death or incapacity of the policyholder owing to injury, sickness or infirmity, all where an insurance intermediary has failed to pay money to an insurer, pay away money it has received from an insurer, or has failed to take steps to allow the insurer to effect the contract of insurance.

Further information about compensation scheme arrangements and eligibility criteria is available from the FSCS on 0800 678 1100 (freephone) or 020 7741 4100 (overseas), or you can visit the FSCS website: [www.fscs.org.uk](http://www.fscs.org.uk).

# Payment for our Services

## Broker commission

We normally receive commission - a percentage of the total insurance premium paid by you and transferred through us - from insurers, product providers and where applicable finance providers with whom we place your business. The applicable taxes of any insurance premium are not subject to commission.

In good time before the conclusion of each insurance contract, or upon renewal, we will remind our commercial customers of their right to be informed of the level of commission which we receive from underwriters. You are entitled, at any time, to request information regarding any commission earnings which we may receive or have received as a result of placing your insurance business.

It may be appropriate for us to use another intermediary or managing agent to assist us in fulfilling your insurance requirements, for which they may receive a share of commission and customary remuneration for their services.

We may also earn commission as a result of arranging premium finance transactions for our customers with a third party finance provider, or receive additional payments of profit share or remuneration in recognition of overall volume or profitability from insurers with whom we place business over a specific period.

## Fee disclosure

When arranging new business or the renewal of an existing insurance contract on your behalf, you will receive a formal quotation which will outline the total amount payable, and which identifies any fees, taxes and charges separate from the premium, in order that you are able to make an informed decision before your insurance arrangements are concluded.

We reserve the right to charge our standard administrative fees for handling your insurances, and may choose to waive these fees at our sole discretion, as follows:

- New business/Renewals: GBP 150.00 \*
- Mid-term policy adjustments: GBP 15.00

An equivalent value will be chargeable for foreign currencies.

Please note that any separate arrangement that you may enter in to with a credit finance provider will also be subject to an additional variable charge depending on the terms of your instalment payments contract.

\* This fee is considered an annual charge in payment for our administrative services throughout the course of a single calendar year. This is applied at most once per client account on a repeatable annual basis, irrespective of the number or type of insurances which may be arranged.

# Payment for our Services (continued)

## **Payment arrangements and obligations**

Full payment of premium and fees is due at, or prior to, commencement of policy cover or as otherwise stated within the invoice or statement issued to you. Time of payment shall be of the essence and your failure to pay any premium due will mean that your insurance policy may not commence or result in its cancellation. We are under no obligation to pay any premium due to insurers on your behalf.

If premium is payable over agreed instalments it is imperative that you meet your obligations by all specified payment dates. Where you request and enter into an arrangement with a premium finance provider, you will receive separate terms and conditions from the relevant credit company directly, and any such contractual obligations will fall outside your terms of agreement held with us.

As an insurance intermediary, Hallett Independent may temporarily hold money either paid by you to be transferred to insurers, or paid by insurers to be passed on to you. Any money held by us that we receive from an Insurer which is to be paid to you will be considered your property whilst we hold it, and is referred to as "Client Money".

In accordance with FCA regulations, we are required to keep Client Money separate from own money to ensure its protection and to prevent our general creditors making claims upon Client Money in the event of our financial failure. As permitted under these rules, we handle all Client Money within a designated Statutory Trust ("ST") client account at an approved bank. We are not permitted to use Client Money held in the ST on behalf of one client as payment of another client's premium, nor are we allowed to make claims payments or premium refunds to clients before the associated funds are received from the insurer. Similarly, we are not authorised to withdraw our commission or fees from Client Money before the relevant premium payment is received from a client. We are however entitled to claim ownership of any interest earned on Client Money held by us within our segregated client account. For the purpose of some transactions Client Money may also pass through other authorised intermediaries, such as another broker acting on your behalf, before being paid to the insurer.

## **Currency conversion**

Where we must convert funds to another currency in order to settle amounts due to insurers, and should a return of these funds to you be requested after this conversion has been effected, then any such repayment will be made in the amount of the converted currency. Any shortfall arising from exchange differences remains your liability.

If you decide to pay a premium in a different currency from that requested, we are entitled to return the funds to you and insist upon accepting only our designated currency. We may, at our discretion, elect to convert funds to the required currency to be applied against the amount due, yet any shortfall arising from exchange differences remains your liability.



# Your Responsibilities

You must check all details on any Proposal Form or Statement of Facts document and pay particular attention to any declaration you may be asked to sign. It is important that you carefully read all insurance documents issued to you and ensure that you are fully aware of the limits of cover, terms and exclusions which may apply, and any warranties or conditions requiring your compliance.

You must inform us immediately of any changes in circumstances which may affect either the services provided by us or the cover provided by your policy. You are obligated to disclose any information which you feel to be material to the policy, even if there does not appear to be a question or request that relates to that particular point.

Any renewals of insurance handled by us will be negotiated in reliance upon the recorded information provided by you in connection with your previous insurance policy, we will assume that such information remains accurate and correct unless you notify us to the contrary.

We recommend that you keep a copy of all correspondence in relation to the arrangement and continuation of your insurance, together with all policy documentation, in a secure place for future reference.

## **Notice for private customers;**

As a consumer customer, you are responsible for answering any questions in relation to any proposal for insurance cover honestly and to the best of your knowledge, and with reasonable care ensure that any such details and information remain accurate and complete. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover. This is particularly important before taking out a new policy yet also at each renewal or mid-term adjustment. If any existing information becomes inaccurate, you should contact us to correct this.

If you fail to disclose material information, updated details, or misrepresent any fact which may influence the insurer's decision to accept the risk or the terms offered, your Insurer may subsequently alter the policy terms, invalidate the policy entirely, or otherwise result in the refusal or reduced settlement of a claim.

## **Notice for commercial customers;**

If you are a business or commercial customer, you have a duty to give a 'fair presentation of risk' to the insurer. This means that you should disclose every material circumstance relevant to the risk being insured following a reasonable search within your business to identify and verify such information. This should include all information that would influence the judgement of the insurer or put them on notice that the insurer needs to make further enquiries, which you and where applicable your senior management, persons responsible for arranging your insurance or other relevant third parties know or ought to know.

Examples of material circumstances are:

- Special or unusual circumstances relating to the risk;
- Any particular concerns which led you to seek insurance cover for the risk;
- Anything which those concerned with the class of insurance and field of activity in question would generally understand as being something that would be dealt with in a fair presentation of risks for this type of insurance.

## Your Responsibilities (continued)

Material information must be presented in a way which would be reasonably clear and accessible to a prudent insurer, as this may influence the insurers' decision in determining the premium, the acceptance of the risk itself, and the terms upon which an insurance policy may be offered. If you are unsure whether to disclose any information in particular, you should contact us. You should take into account the size & complexity of your business, and allow yourself sufficient time before each renewal date to assess your insurance requirements.

Failure to provide a 'fair representation of risk' may result in a number of remedies by the insurer. If the breach was deliberate or reckless, the insurer can immediately void the contract and retain all premium. In all other circumstances of breach, the insurer may choose to either void the contract, alter the policy terms and conditions, or otherwise result in the refusal or reduced settlement of a claim based on its merits following any subsequent policy amendments.

You should always provide us with complete and accurate information relating to the insurance risks your business faces before taking out any new policy, and thereafter at each renewal and throughout the life of the policy. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover. If any existing information becomes inaccurate, you should contact us to correct this.

## Claims Handling Arrangements

It is your duty to notify us of all incidents of liability, loss and/or damage in accordance with the terms and conditions of your insurance contract, and that you adhere to the claims notification provisions outlined in the policy schedule or insurer wording.

Insurers generally require immediate notification of a reportable claim and/or circumstances which are known and may lead to a potential claim. You must always notify us at the first possible opportunity along with a full disclosure of material facts relating to the claim. We will advise you if you are unsure whether any particular matter ought to be disclosed to insurers. You should not admit liability, negotiate or agree to any course of action without first liaising with us, your insurer, or someone appointed to act on their or our behalf.

We are committed to acting on your behalf throughout the claim process, and endeavour to seek a satisfactory outcome for you with our utmost care and skill. Our claims handling services include; notification of the claim or circumstances to insurers, representing your interests in the negotiation and resolution of the claim with the insurer or their appointed agents, and the provision of our advice and support to you as requested.

## Cancellation of Insurances

Should you wish to cancel a policy that has been arranged through us, your request must be made in writing. You should always refer to the particulars of the policy schedule or insurer wording as your insurance contract may include a cancellation clause. This clause may stipulate that, in the event of cancellation before the policy is due to expire, the terms of your policy may allow insurers to retain any premium paid either in part, or in full, or entitle them to charge short-period premiums.

For consumers, this does not affect any statutory cooling off rights you may have. Depending on the insurer and terms of the policy arranged, you may be entitled to cancel within fourteen (14) or thirty (30) days of receipt of your policy documentation and qualify for a full refund of premium providing no claim has been submitted.

## Use of Personal Data

In your dealings with us you may provide us with information that may include what is known as 'personal data'. Where we process personal data we comply with statutory data processing requirements as set out by the GDPR and Data Protection Act 2018. As a registered Data Controller, we treat all personal data as confidential and undertake appropriate technical measures to protect any records that we are required to keep in line with our regulatory obligations.

The personal data we will collect may include information relating yet not limited to; your name, address, date of birth, contact details, and other identification details. Some of the details you may be asked to share with us, such as information concerning criminal offences or medical conditions, are defined by the Act as 'sensitive personal data'. We process such data to enable us to provide our services to you and on the basis of it being in the public interest. By giving us such information, you signify your consent to it being processed by us.

The categories of personal data we collect depends upon the activities under which personal data is necessary for its intended purpose. This may include your individual details, identification details, financial information, risk details, policy information, anti-fraud data, claims data, and special categories of personal data.

We will process your personal data in order to allow us to provide you with our services as your insurance broker in quoting for, arranging and administering your insurances, and where applicable in arranging insurance premium finance options. Your personal data will also be used to manage future communications between ourselves. Where you have agreed, or in circumstances where to do so will be in our mutual interests, your personal data will be used to provide you with further information about our wider products and services, news bulletins pertinent to your insurances, or in relation to our social events. You can opt out from receiving such communications by e-mailing us at [enquiries@hallettindependent.com](mailto:enquiries@hallettindependent.com)

We will only use your data for the purpose under which it was collected. We will only grant access or share your data; within our firm, with other authorised third parties, and with product and service providers such as insurers or premium finance providers, where we are entitled to do so by law under lawful data processing. We may also disclose details to other relevant parties, which includes the Financial Conduct Authority (FCA) or crime and governmental agencies, in compliance with any statutory, regulatory or legal requirements.

The Data Protection Act 2018 provides you with Access Rights that allow you to gain an understanding on the data being processed, who we share it with, for what purpose, why we need to retain it and our retention periods, to object to the processing and to place restrictions on the processing, to request copies of your data, and to request the deletion of your data, where applicable and subject to certain exceptions.

If you require further information on how we process your data, or should you wish to exercise your rights, please contact us;

**in writing:** Hallett Independent Ltd.  
Asset House, 7-9 Quay Street, Lymington,  
Hampshire SO41 3AS  
**by phone:** +44 (0)1590 672888  
**by email:** [enquiries@hallettindependent.com](mailto:enquiries@hallettindependent.com)

How we process your personal data is detailed further within our separate **Information & Privacy Notice**, available upon request.

## Ending your Relationship and this Agreement with us

Subject to your immediate settlement of any outstanding premiums and fees, you may instruct us to stop acting for you and we will not impose a penalty. Your instructions must be given in writing and will take effect from the date of receipt.

In circumstances where we feel we cannot continue providing our services to you, we will inform you in writing with a minimum of 7 days' notice. Valid reasons may include but are not limited to; non-payment of premium or fees, failure to provide any requested information or documentation, deliberate failure to comply with terms as set out within our agreement or insurer's documentation, deliberate misrepresentation or non-disclosure or attempted fraud, use of threatening language or abusive behaviour or intimidation towards our staff or associates.

In circumstances where we reasonably believe the continued provision of our services could breach any laws or regulations, we are under no obligation to continue acting for you and we are entitled to immediately cease our existing relationship with you. We will not be held responsible or liable to you for any direct or indirect loss which you may subsequently incur as a result.

Unless otherwise agreed in writing, if our relationship ends any transactions previously initiated will be completed according to these Terms of Business. You will be liable to pay for any transactions concluded prior to the end of our relationship and we will be entitled to retain commission earnings received for conducting these transactions, together with all fees charged by us for services provided on your behalf.

## Credit Checks

Other firms involved in the arrangement of your insurance (e.g. insurers, broker intermediaries or premium finance providers) may use both public and personal data from a variety of sources including any credit reference agencies. The information is used to help determine a price, to ascertain the most appropriate payment options for you, and to help prevent fraud. Any credit reference search will appear on your credit report whether or not your application proceeds.

If you have any questions about this or any other matter, please do not hesitate to contact us.

## Conflict of Interests

Occasions can arise where we, or one of our clients or product providers, may have a potential conflict of interest with business being transacted for you or related to a matter in which we are acting. For circumstances in which we become aware that a potential or unavoidable conflict exists, we will write to you and obtain your consent before we carry out your instructions and we will detail the steps that we will take to ensure continued fair treatment.

## Financial Crime

If you are a business or commercial customer, you must ensure that you comply with all applicable laws, statutes and regulations in relation to anti-bribery and corruption. This involves your full compliance with the United Kingdom's Bribery Act 2010 as well as any other applicable legislation.

Please be aware that current United Kingdom anti-money laundering regulations require us to obtain adequate 'Know Your Client' information about you. We perform background checks as part of our due diligence requirements in the prevention of bribery, corruption or other financial crime, which includes yet is not limited to checks against the HM Financial Sanctions List as part of our information gathering process.

Where we discover evidence or hold suspicion of financial crime we are obliged to report our findings to the National Crime Agency, or other relevant authorities as deemed appropriate, and we are prohibited from disclosing the details of any such report. In the event of a customer being target matched against the HM Financial Sanctions list, Insurers may consequently void any insurance policy and withhold receipt of funds and/or services due under the terms of the policy.

## Severability

The invalidity, illegality or unenforceability of any of the provisions of this agreement shall not affect the validity, legality or enforceability of the remaining provisions in this agreement. Our failure to enforce any provision shall not be construed as a waiver of our rights, and all other remaining terms of this agreement shall continue in full force and effect.

## Notices

Any notice from you, for our attention under or in connection with this agreement, shall be sent in writing to our registered office address. Any notice from us, for your attention under or in connection with this agreement, shall be issued either by email and/or sent to your registered address (if a business) or to your last known correspondence address (in all other cases).

## Third Party Rights

Any person who is not party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term or benefits contained in this agreement.

## Force Majeure

Neither party shall be in breach of this agreement, nor liable for delay in services or failure to perform any of its obligations under this agreement, if it is prevented from or hindered in or delayed through any circumstances or causes beyond its reasonable control. In the event of a force majeure the affected party shall notify the other as soon as reasonably practicable.

## Governing Law and Jurisdiction

This Agreement is governed by the law of England and Wales, and is subject to the exclusive jurisdiction of the courts of England and Wales in accordance with English law.

## Intellectual Property Rights

Use of our company's name or logo is prohibited except where our prior written consent is provided by applicable law.

We shall retain all ownership, title, copyright, interest in, and other intellectual property rights in all materials developed, designed or created by us in connection with our services which includes yet is not limited to our systems, methodologies, expertise and documentation.

We also retain all ownership, title, copyright, interest in, and other intellectual property rights in all written advice or other materials provided by us in the course of our services, yet grant you a royalty free license to use those materials albeit restricted to the purpose for which they were created under this agreement. In particular you shall not be entitled to sell, license, distribute, publish or otherwise circulate our intellectual property rights to any third party except with our prior written consent.

**By instructing us to act, you will be deemed to have confirmed your acceptance of these Terms and Conditions of Business.**

## Contact us

London  
4th Floor,  
28 Mortimer Street,  
London W1W 7RD  
T: +44 0207 580 0266

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