

This document sets out what you can expect in your dealings with Co-operatives UK and what you can do if you believe that service standards are not being met. It also sets out our standard Terms of Business (Terms) with you.

Co-operatives UK reserves the right to refuse to undertake work which would, in our opinion, conflict with any Co-operatives UK policy. Any such decision is entirely at the discretion of Co-operatives UK.

Charges

Charges for work carried out for you by us will be fair and reasonable and in line with the fee quoted by Co-operatives UK. Should the scale and/or nature of the work change at any point during the course of the engagement from the original quote, Co-operatives UK reserves the right to revise the original quote and/or terms and seek agreement from you before continuing.

Invoices will clearly show the work being charged for and, unless specific terms of payment have been agreed, bills should be settled within 30 days of the issue date.

If you wish to query a bill please let us know as soon as possible. You should first raise your issue with the person issuing the invoice.

Termination

If you want us to stop working on your behalf, please just let us know.

If we wish to terminate our agreement with you, we will advise you in writing and set out the reasons why.

Upon termination, you will be responsible for any charges incurred but not yet billed.

Money laundering

Under various UK and European enactments and regulations, we are under mandatory and sometimes complex obligations which require us to assist the relevant authorities in eradicating the laundering of the proceeds of crime and tax evasion. This process is known as Money Laundering. The various UK and European enactments and regulations are subject to periodic re-enactment, amendment and revision and we are required to comply with whatever provisions are in force from time to time (the Money Laundering Provisions), and are subject to potential criminal and/or civil sanctions and liabilities in the event of non-compliance.

We may require you to supply us with organisational or personal details and/or documents to allow us to satisfy ourselves that we are complying with current regulations.

Under the Money Laundering Provisions we are also, in some cases, required to report to the relevant authorities, suspicions which we may have that a matter in which we are or are asked to become involved in is related, or being used, to facilitate Money Laundering, as it is defined within relevant legislation, or if we suspect that you, or any party involved in the transaction or matter, is engaged in Money Laundering.

We may also use electronic databases via a contract with a third party to enable us to verify information you have given to us to enable us to fulfil our obligations under the Money Laundering Provisions.

Limitations on our Liability

Nothing in these Terms shall exclude, restrict or prevent action against Co-operatives UK in respect of any liability arising from (i) fraud, (ii) dishonesty, (iii) reckless disregard of professional obligations, (iv) death or personal injury caused by negligence, or (v) other liabilities which cannot lawfully be limited or excluded.

Aside from this, our liability shall not exceed the combination of fees for individual assignments received from you over the previous 12 months.

We will have no liability arising as a direct or indirect consequence of our compliance in good faith with any statutory, professional or regulatory obligations.

Without prejudice to any exclusion or limitation of liability contained in these Terms and any statutory limitation period set out in the Limitation Act 1980 and any legal or professional restriction on excluding or limiting liability, any claim made against Co-operatives UK must be notified to us in writing within 2 years of when you become aware, or ought reasonably to have become aware, of the circumstances giving rise to such a claim.

Without prejudice to any other exclusion or limitation on liability, we exclude all liability for any loss or damage, whether direct or indirect, caused by any communication, whether by post, telephone or email, being misdirected or intercepted by third parties where such misdirection or interception is not a result of our negligence.

Any exclusion of, or limitation on, our liability contained in these Terms shall apply to work done under these Terms and any future work unless we agree different terms with you.

Communication, Data Protection, Client Confidentiality and Publicity

We will communicate with you by the most appropriate means. This may be by letter, telephone or email. In relation to email, we would ask you to note that the internet is

less secure than other communications media and is susceptible to both error as to destination and delay and emails can sometimes fall into the hands of third parties.

Maintaining confidentiality of information is of paramount concern to us and we are registered with the Data Protection Act 1998 (DPA).

Co-operatives UK is the Data Controller for the purposes of the DPA. We will process any personal data for the purposes of delivering services to you in accordance with the DPA.

Occasionally, we may need to share data with our service providers and/or agents. If this requires us to transfer data outside of the EEA we will put a contract in place with our service provider and/or agent to ensure that relevant personal data is protected and adequate safeguards are put in place. By passing to us personal data relating to yourself or any third party in connection with any matter on which we may be instructed, you hereby consent to the use and processing of such data in accordance with these Terms.

Complaints

If you feel you have not received a proper service from us, you should initially contact the person having day to day conduct of the matter concerned.

If the problem cannot be resolved informally then the matter will be dealt with under our complaints procedure.

General

- Any advice provided and the work carried out by us in relation to any matter is intended to be relied on only by you and by no other person or organisation (unless you are a Co-operative Development Worker (CDB) instructing us on behalf of your client and are relaying the advice in the course of advising your client and it is clear that the advice is provided by Co-operatives UK solely for the purposes of completing the work agreed).
- You agree not to make our work, including any advice given to you, available to third parties without our written permission (unless you are a Co-operative Development Worker (CDB) instructing us on behalf of your client and are relaying the advice in the course of advising your client and it is clear that the advice is provided by Co-operatives UK solely for the purposes of completing the work agreed).
- We accept no responsibility to third parties for any aspect of our services or work that is made available to a third party (unless you are a Co-operative Development Worker (CDB) instructing us on behalf of your client and are relaying the advice in the course of advising your client and it is clear that the advice is provided by Co-operatives UK solely for the purposes of completing the work agreed).

- We will own the intellectual property rights in any materials we create when delivering services to you.
- Any failure by us to pursue our legal rights or any relaxation of any of them shall not be taken as a waiver or compromise of any such rights.
- Except where the context otherwise requires, each of these Terms shall be regarded as independent of every other term so that if any such term or the application of any such term to any person or to any circumstance is found to be invalid or unenforceable, then such finding will not affect any other term or the application of such term to any other person or circumstance.
- These Terms shall be governed by and interpreted in accordance with English law. Each party irrevocably waives any right it may have to object to an action being brought in those Courts, to claim that the action has been brought in an inconvenient forum or to claim that those Courts do not have jurisdiction.
- Occasionally we may, at our discretion, make changes to these Terms. Unless we notify you otherwise, any changes made will not affect any matter on which we are then currently instructed by you. Also, when we make material changes, we will notify you and your continued use of our services will constitute your acceptance of the changes.
- The following documents constitute the entire agreement between us (i) any letter of engagement, (ii) these Terms or any changes to them.