

STANDARD TERMS OF SERVICE

Please read these terms of service in full.

You must read these terms of service to ensure you understand the standard terms of business we apply to all engagements. All work carried out by us is subject to these terms except where changes are expressly agreed in writing.

If you are unsure about anything or need more information, please do not hesitate to contact us immediately by calling us on 0345 241 4373.

Application

1. These Terms of Service will apply to the engagement of any or all of our services by you (the Customer).
2. We are Goldmann and Sons PLC, a company registered in England and Wales under company registration number 09702719, whose registered office is at 2nd Floor 9 Portland Street, Manchester, M1 3BE, with email address info@goldmannandsonsplc.co.uk; and with contact telephone number T: 0345 241 4373; (the Supplier or us or we).
3. Goldmann and Sons PLC is an Appointed Representative of Get Me Finance Limited and regulated by the Financial Conduct Authority under FRN No.: 661934.
4. These are the terms on which we sell all Services to you. By ordering any of the Services, you agree to be bound by these Standard Terms of Service.

Services

5. The description of the Services is as set out in our website, brochures or other form of documentation or advertisement. Any description is for illustrative purposes only and specific details should be confirmed directly with the third-party we may put you in touch with.
6. In the case of Services made to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate.
7. All Services are subject to availability.
8. We can make changes to the Services which are necessary to comply with any applicable law or regulatory requirement. We will notify you of these changes.

Customer responsibilities

9. You must co-operate with us in all matters relating to the Services we offer by ensuring that you provide us with accurate information required to enable us to perform or deliver the Service or Services you have requested.
10. Failure to comply with the above will entitle us to suspend performance of the requested Services until you remedy the situation to enable us to provide delivery.

Basis of Service Selection

11. The description of the Services in our website, brochures or other form of documentation or advertisement does not constitute a contractual offer to sell the Service.
12. A Contract will be formed for the Services ordered, only upon the Supplier's written acceptance of the Order or, if earlier, the Supplier's delivery of the Services to the Customer.
13. No variation of the Contract, whether about description of the Services, Fees or otherwise, can be made after it has been entered unless the variation is agreed by the Customer and the Supplier in writing.

Fees and Payment

14. In some circumstances, fees or other benefits may become payable to us. These fees (Fees) for the Services we provide, and any additional delivery or other charges will be set out in our Loan Facility Letter. Prices for Services may be calculated on a fixed fee or on a standard rate basis. Certain fees may be payable up-front.
15. Fees and charges include VAT at the rate applicable at the time of the Order.
16. Fees for third-party costs may be payable in advance. These fees will be clearly identified on the Loan Facility Letter.
17. Should additional work be required because of false or inaccurate information provided by you, then further fees may be payable. These fees will be calculated based on time spent on your affairs by the principals, our staff and consultants or approved third-parties, and on the level of skill and responsibility involved, together with disbursements. Disbursements represent travel, accommodation and other expenses incurred in dealing with your affairs.
18. Fee rates are as follows:-

Level	Standard (per hour)	Complex (per hour)
Director	£470	£575
Senior Manager	£410	£510
Manager 1	£365	£475
Manager 2	£320	£400
Administrator 1	£260	£325
Administrator 2	£230	£290
Administrator 3	£210	£265
Other Expenses		
AML Checks	£25 + VAT	
Company Searches	£15 + VAT (UK)	
Company Searches	£25 + VAT (Outside UK)	
Receiving or Sending Letters	£1.50 each	
Telephone Calls	£1.50 / min (In and Out)	
Emails	£5.00 each + time taken at rate	

19. Payment for Services you have received from us must be made upon receipt of invoice unless alternative credit arrangements have been made.

Delivery

20. We will deliver the Services requested by you within the agreed period or, failing any agreement:

a. in the case of Services, within a reasonable time.

21. In any case, regardless of events beyond our control, if we do not deliver the Services on time, you can require us to reduce the Fees or charges by an appropriate amount (including the right to receive a refund for anything already paid above the reduced amount). The amount of the reduction can, where appropriate, be up to the full amount of the Fees or charges.

Risk and Title

22. Risk of damage to, or loss of, any Services will pass to you when the Services are delivered to you.

23. If full payment is overdue or a step occurs towards your bankruptcy, we can choose, by notice to cancel any delivery of any Service and end any right to use the Services still accessed by you, in which case your access to paid services may be restricted.

Withdrawal and cancellation

24. You can withdraw an Order by telling your chosen provider before a Contract is made, if you simply wish to change your mind and without giving a reason, and without incurring any liability and you are unable to communicate your decision to the provider, you must contact us immediately.

25. You can cancel the Contract by telling your chosen provider before the Services are delivered. If you simply wish to change your mind without giving a reason, and without liability, and you are unable to communicate your decision to the provider, you must contact us immediately. This does not affect your rights when the reason for the cancellation is any defective Services.

Retention of and Access to Records

26. During the course of our work we will collect information from you and others acting on your behalf to ensure we select the most appropriate provider offering the solution you have shown an interest in - we will return any original documents to you once the service provider has been chosen.

Duration, termination and suspension

27. The agreement continues as long as it takes us to perform the Services in full.

28. Either you or we may terminate the agreement or suspend the Services at any time by a written notice of termination or suspension to the other if that other:

a. commits a serious breach, or series of breaches resulting in a serious breach, of the agreement and the breach either cannot be fixed or is not fixed within 30 days of the written notice; or

b. is subject to any step towards its bankruptcy or liquidation.

29. If Goldmann and Sons PLC is committed to the terms of a contract and service delivery has commenced when the termination or suspension of the agreement occurs, the other party (the customer) may be liable for damages or cancellation fees proportionate to ensure the terms of the contract can be fulfilled and Goldmann and Sons PLC are not compromised professionally or financially by the other party (the customer).

30. On termination of the agreement for any reason, any of our respective remaining rights and liabilities will not be affected.

Circumstances beyond the control of either party

31. In the event of any failure by a party because of something beyond its reasonable control:

a. the party will advise the other party as soon as reasonably practicable; and

b. the party's obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the Customer's above rights relating to delivery and the right to cancel.

Confidentiality

32. We confirm that where you give us confidential information to enable us to discharge the services agreed under our engagement, and for other related purposes including updating and enhancing client records, analysis for management purposes and statutory returns, crime prevention and legal and regulatory compliance, we may obtain, use process and disclose personal data about you, your business, company, partnership, its' officers and employees.

33. We can confirm that Goldmann and Sons PLC is registered with the Information Commissioner's Office (ICO), under Data Protection License No.: ZA308273.

34. We can confirm that when processing data on your behalf that we shall always handle and keep the data confidential in line with the Data Protection Act 1998, except as required by law or as provided for in regulatory, ethical or other professional statements relevant to our engagement as mentioned above.

Governing law, jurisdiction and complaints

35. The Contract (including any non-contractual matters) is governed by the law of England and Wales.

36. Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the

Customer lives in Scotland or Northern Ireland, in the courts of Scotland or Northern Ireland respectively.

37. We try to avoid any dispute, so we deal with complaints as follows: If a dispute occurs customers should contact us in writing at Goldmann and Sons PLC, 2nd Floor, 9 Portland Street, Manchester, M1 3BE, or call us on 0345 214 4373. Our complaints procedure can be accessed at goldmannandsonsplc.co.uk/complaints-procedure/

38. We aim to uphold and apply the spirit and explicit terms and conditions of the principles established by the Financial Conduct Authority known as 'Treating Customers Fairly'. For the avoidance of doubt, these are: -

- Consumers can be confident that they are dealing with firms where the fair treatment of customers is central to the corporate culture;
- Products and services marketed and sold in the retail market are designed to meet the needs of identified consumer groups and are targeted accordingly;
- Consumers are provided with clear information and are kept appropriately informed before, during and after the point of sale;
- Where consumers receive advice, the advice is suitable and takes account of their circumstances;
- Consumers are provided with products that perform as firms have led them to expect, and the associated service is both of an acceptable standard and as they have been led to expect;
- Consumers do not face unreasonable post-sale barriers imposed by firms to change product, switch provider, submit a claim or make a complaint.

Goldmann and Sons PLC