

IFE Group Terms and Conditions

Terms and conditions, GDPR and Client expectations in respect of the work undertaken for I F E Global Holdings Ltd, I F E Global Logistics (UK) Ltd, I F E Global Logistics (Airfreight) Ltd, Fulfilment Logistics Services Ltd, Fulfilment Logistics Services (Air) Ltd, Gravitax Worldwide Ltd and Fulfilment Tax Services Ltd

1 Introduction

- 1.1 These terms and conditions set out the general terms under which we undertake our business. The specific conditions relating to particular assignments will be covered in a separate letter of engagement.
- 1.2 Once we engage in business together, these and the BIFA terms and conditions both apply.

2 Ethical guidelines

- 2.1 We are bound by the ethical guidelines of the 'British International Freight Association (BIFA), and accept instructions to act for you on the basis that we will act in accordance with those ethical guidelines. A copy of these guidelines can be viewed at our website or can be seen at www.bifa.org.

3 Fees and credit terms

- 3.1 Our fees are based on quotations sent out to you before you engage our services and are based on current rates.
- 3.2 There may be events that will either require either more work or costs that are outside the scope of the quotation. In these events the additional work and costs will be discussed and quoted to you before we commit to these on your behalf.
- 3.3 Credit terms will be set in advance of us being engaged to act for you and this will be confirmed in a letter to you. We will carry out regular credit checks during the year, however if you want your credit limit to be reviewed, we would invite you to request this. Our credit limits are based on outsourced credit scoring specialist and in house qualified accountants review based on the best information provided or available.

4 Quality control and disclosure of information

- 4.1 As part of our ongoing commitment to providing a quality service, some of our files may be subject to an independent review. Our reviewers are highly experienced and professional people and, of course, are bound by the same requirements for confidentiality as our partners and staff.
- 4.2 We also reserve the right to disclose our files to regulatory bodies in the exercise of their powers.

5 Internal disputes

- 5.1 In the event of a dispute between the parties who own or are in some way involved in the ownership and management of the business, it should be noted that our client is the business and we would not provide information or services to one party without the express knowledge and permission of all parties. We will continue to supply information to registered office/normal place of business for the attention of the directors.

7 Retention of records

- 7.1 During the course of our work we will collect information from you and others acting on your behalf and will return any original documents to you.
- 7.2 All copies of information that we store in relation to acting on your behalf, we will retain them for 7 years from the 31 January following the end of the tax year in order for us to comply with HMRC.
- 7.3 If you cease to be a client and if we still hold information on your company, then at the expiry of seven years from your ceasing to be a client, we will arrange to remove the information held.
- 7.4 The above relates to paper as well as electronic records.

8 Third parties

- 8.1 Any advice we give you will be supplied on the basis that it is for your benefit only and shall not be disclosed to any third party in whole or part without our prior written consent. It may not be used or relied upon for any other purpose or by any other person other than you without our prior written consent. If our advice is disclosed to any third party (with or without our consent), then we accept no responsibility or liability to that third party for any consequences that may arise to them, should they rely on the advice.

- 8.2 If it is proposed that any documents or statement which refer to our name, are to be circulated to third parties, please consult us before they are issued.

9 Confidentiality

- 9.1 As specified in these terms and conditions, we confirm that where you give us confidential information we shall at all times keep it confidential, except as required by law to make disclosures as provided for in regulatory, ethical or other professional pronouncements applicable to our engagement.
- 9.2 You agree that it will be sufficient compliance with our duty of confidence for us to take such steps as we in good faith think fit to preserve confidential information both during and after termination of this engagement.

10 Quality of service

- 10.1 We aim to provide a high quality of service at all times. If you would like to discuss with us how our service could be improved or if you are dissatisfied with the service that you are receiving please let us know by contacting Mr Jamie Cramer or Mr Dieter Parish
- 10.2 We undertake to look into any complaint carefully and promptly and to do all we can to explain the position to you. If we do not answer your complaint to your satisfaction you may take up the matter with the British International Freight Association (BIFA).

11 Communication

- 11.1 As Internet communications are capable of data corruption we do not accept any responsibility for changes made to such communications after their dispatch. For this reason, it may be inappropriate to rely on advice contained in an e-mail without obtaining written confirmation of it. All risks connected with sending commercially sensitive information relating to your business are borne by you and are not our responsibility. If you do not accept this risk, you should notify us in writing that e-mail is not an acceptable means of communication.
- 11.2 E-mail may be used to enable us to communicate with you. As with any other means of delivery this carries with it the risk of inadvertent misdirection or non delivery. It is the responsibility of the recipient to carry out a virus check on any attachments received.
- 11.3 Advice issued by staff should not be relied upon unless it has been confirmed by a director.

12 Applicable law

- 12.1 This engagement letter is governed by, and construed in accordance with, England and Wales. The Courts of England and Wales will have exclusive jurisdiction in relation to any claim, dispute or difference concerning this engagement letter and any matter arising from it. Each party irrevocably waives any right it may have to object to any action being brought in those courts, to claim that the action has been brought in an inappropriate forum, or to claim that those courts do not have jurisdiction.
- 12.2 All work performed is conducted using the current legislation according to the accounting period. We cannot be held responsible for future development and changes in the legislation.
- 12.3 Legislation which is retrospective in its application could impact on advice given to you by us prior to its introduction. We will not advise on the implications of such retrospective legislation unless you specifically ask us to do so.

13 Contracts (Rights of Third Parties) Act 1999

- 13.1 Persons who are not party to this agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this agreement. This clause does not effect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 13.2 The work that is undertaken is designed for the use of the company and its members, the accounts and report should not be distributed by you to any other party without our prior consent.

14 Data Protection Act 1998 and 'The General Data Protection Regulation (GDPR)

- 14.1 To enable us to discharge the services agreed under this 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. You have a right of access, under data protection legislation, to the personal data that we hold about you. For the purposes of the Data Protection Act 1998, the Data Controller in relation to personal data supplied about you is Mr Dieter Parish.

14.2 From 25th May 2018 the Data Protection Act 1998 will be replaced by the General Data Protection Regulation (GDPR). The Group will have a separate privacy policy on the website to cover GDPR.

15 Money Laundering Regulations 2017

15.1 In accordance with the Proceeds of Crime Act and Money Laundering Regulations 2002 you agree to waive your right to confidentiality to the extent of any report made, document provided or information disclosed to the National Criminal Intelligence Service (NCIS).

15.2 You also acknowledge that we are required to report directly to NCIS without prior reference to you or your representatives if during the course of undertaking any assignment the person undertaking the role of Money Laundering Reporting Officer becomes suspicious of money laundering.

15.3 As a specific requirement of the Money Laundering Regulations we may require you to produce evidence of identity of the company and its owners and managers. This will include for the business proof of registration and address and for the individuals proof of identity and address. Copies of such records will be maintained by us for a period of at least five years after we cease to act for the business.

16 Disengagement

16.1 Should we resign or be requested to resign a dis-engagement letter will be issued to ensure that our respective responsibilities are clear.

16.2 Should we have no contact with you for a period of 2 years or more we may issue a disengagement letter and hence cease to act.