

# Vistra (UK) Limited

## Standard Terms and Conditions

Applicable to Agency Services for the Acceptance of Service of Proceedings issued out of the Courts of England

1. In these terms and conditions reference to “we”, “our” or “us” are to Vistra (UK) Limited and references to “you” and “your” means the Appointor or where applicable the Instructing Party stated in Particulars to be contracting on behalf of the Appointor.
2. We will act as your process agent and accept on your behalf service of proceedings issued out of the courts of England in relation to all and any of the agreements. As soon as reasonably practicable after accepting such service, we will notify you by email to the specified contact, which notice will include a copy of the Claim Form and Particulars of a Claim (or the equivalent) but will not include appendices or attachments to the same and any other documents served on us.
3. Following our receipt of any documents relevant to the proceedings, we will promptly notify you of their receipt and seek your instructions as to how best to deliver or transmit the same to you or your advisors. All costs of transmission will be for your account and we shall be entitled to retain such documents until we have received your instructions and you have put us in funds to cover such transmission costs.
4. At the bottom of the Particulars we specifically require you to keep all particulars details fully up to date notifying us promptly of any changes and by reference to the relevant Contract Reference Number. Our obligation to contact you will be to contact only the named Contact and using the up to date named contact particulars.
5. If it proves impossible, for whatever reason, to contact the named Contact we shall use our reasonable endeavours to communicate with you by whatever means may seem appropriate to us. We have no responsibility to ensure or guarantee actual receipt by you or your agent of any communication or document. Our appointment shall continue either on an annual basis or until the specified Term Date unless you and we have agreed an extension and subject always to the provisions for early termination set out below. Any extension may be agreed orally and evidenced by the issue by us of an invoice specifying the extension period.
6. Our fees shall be in line with the Basis of Charging set out below. If we are providing you with an annual service, we reserve the right to increase the fees set out in the Basis of Charging for the second and each subsequent year of our service without prior notice to you. In addition you will be responsible for and will reimburse us for all expenses incurred by us in carrying out our duties as your agent including notarial fees, costs of postage and couriers. If you fail to pay the full amount of any invoice within 30 calendar days of its issue, we reserve the right to terminate the appointment by notice to you given at any time after such failure, save where the failure has been remedied. All payments must be made without deduction for any taxes or other duties and if you are required by law to make any such deduction, you will pay such additional amounts as will ensure that we actually receive, net of any deductions, the amount due to us.
7. Should you request we will give to any other party to the Agreements confirmation, in form and substance acceptable to us, that you have appointed us as your agent. A further fee will be payable if we are requested to give such confirmation to more than one other party.
8. Except in respect of claims for death or personal injury resulting from negligence or as otherwise prohibited by law, our liability for loss or damage in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with performance of our services as your agent hereunder shall not exceed £25,000. Save as precluded by law, we shall not be liable for any of the following: any indirect loss or damage; consequential loss or damage; costs, expenses or other claims for consequential compensation whatsoever (howsoever caused); loss of revenue; loss of profit or anticipated profit; loss of data; loss of business and business interruption; loss of data; depletion of goodwill; or exemplary, punitive or special damages; in each case which arise out of or in connection with the provision of our services to you.
9. You will have no right of action against us for failure to perform any of our duties unless such failure is due to our negligence or wilful default. You will indemnify us against all liabilities, claims, costs and expenses arising in any way out of our appointment save where such liabilities, claims, costs or expenses are incurred as a result of our negligence or wilful default.
10. Each party acknowledges that it may be a Data Controller and a Data Processor in respect of the same Personal Data, depending on the purposes for which it is processed. The data processing addendum available here: <https://www.vistra.com/gdpr-dpa> (version applicable to Vistra in the United Kingdom) (the “Data Processing Addendum”) shall set out where we are acting as a Data Processor and defined terms from that Data Processing Addendum used in these Terms and Conditions will have the meaning set out in the Data Processing Addendum.

11. Where both parties are acting as Data Controller with respect to the Personal Data, both parties agree that the Personal Data transferred by one party (the "Transferor") to the other party (the "Recipient") will be transferred in accordance with Data Protection Law (as defined in the Data Processing Addendum), including:
  - (a) by ensuring that all fair processing notices have been given to (and, as applicable, consents obtained from) the Data Subjects of that Personal Data to allow each party to use the Personal Data in the manner envisaged by these Terms and Conditions;
  - (b) the Transferor is not subject to any prohibition or restriction which would prevent or restrict it from disclosing or transferring the Personal Data to the Recipient (or other parties, as applicable) in the manner contemplated by these Terms and Conditions; and
  - (c) the Personal Data is accurate and up-to-date at the date it is shared under these Terms and Conditions.
12. Both parties further agree:
  - (a) to implement and maintain throughout the term of these Terms and Conditions all appropriate technical and organisational measures against unauthorised, unlawful or unintended processing, use of, access to, or theft of the Personal Data and against loss or destruction of or damage to, the Personal Data (and such measures will, as a minimum, meet the requirements of Data Protection Law); and
  - (b) to ensure that access to Personal Data held by it is limited to: (i) those individuals who need access to the Personal Data; (ii) such part or parts of the Personal Data as is necessary for the performance of those individuals' authorised duties; and (iii) those individuals who have received appropriate training to process the Personal Data in accordance with these Terms and Conditions.
13. You have the right to terminate our appointment within 14 calendar days of the application form being completed and signed by you. Where you have so terminated our appointment, we will charge our costs of administration specified in Basis of charging set out below.
14. If we have invoiced you for a specified term and you have paid fully in respect of the same we shall only be entitled to terminate our appointment in the event that you commit a material breach of your obligations and fail to remedy the same within 30 calendar days of receiving notice in writing requiring the same to be remedied or otherwise in the event of receiving notice in writing requiring the same to be remedied or otherwise in the event of your insolvency. In the event of termination, no fees paid will be refunded.
15. Our basis of charging is set out under the heading "Basis of Charging".
16. The Particulars, together with these Terms and Conditions and the Data Processing Addendum shall be governed by and construed in accordance with English Law, set out the entire agreement between us and we are under no obligations relating to our appointment other than those expressly so set out. No provisions of any of the Agreements shall be taken to override any part of these Terms and Conditions and we shall not be deemed to have notice of any provisions of any of the Agreements.
17. If you require a tax residency certificate, you are responsible for obtaining it. We will not apply for it on your behalf.
18. Basis of charging

We will charge our costs of administration where the application form has been completed and signed by you but you have terminated our appointment within 14 calendar days in accordance with clause 13.

Fee scale – Early termination:

£100 + VAT or 10% of our standard fee + VAT for the provision of the full annual or fixed period service (as the case may be), whichever is the greater.

Fee scale - Annual service:

£700 + VAT per annum for 1-3 Legal Documents. Additional legal documents, please refer to fee schedule below.

Fee scale - Fixed period service:

		Length of specified term					
		1 year	2 years	3 years	4 years	5 years	6 years
No. of documents	1 to 3	£700	£820	£940	£1060	£1180	£1300
	4	£800	£920	£1040	£1160	£1280	£1400
	5	£900	£1020	£1140	£1260	£1380	£1500
	6	£1000	£1120	£1240	£1360	£1480	
	7	£1100	£1220	£1340	£1460		
	8	£1200	£1320	£1440			
	9	£1300	£1420	£1540			
	10	£1400	£1520				

For those fees not listed, including appointments for periods over 6 years or with more than 10 legal documents please contact **Vistra**.

**Additional Fees**

Our fee includes the appointment of one contact within the appointing organisation. For each additional contact or contact address add:	£100 + VAT
Our fee includes one confirmation letter of our appointment. For each additional confirmation add:	£100 + VAT
Our fee includes standard production of the confirmation letter in 2-3 working days. For sameday turnaround add:	£250 + VAT
Production of bespoke confirmation letter	From £100 + VAT
Amendment fee	£125 + VAT

**Arbitration**

The fees to act in respect of arbitration proceedings in relation to the same agreements will be charged at the full Agent for Service of Legal Process rate i.e. £700 + VAT per annum for 1-3 Legal Documents. The same fee will also apply for the fixed arbitration facility as listed for the Process Agent Service. The fees to act in respect of both arbitration proceedings and legal proceedings will be charges on a bespoke basis. If we are providing you with an annual service, we reserve the right to increase these fees for the second and each subsequent year of our service without prior notice to you. Please contact **Vistra** for a quote.

All quoted fees are net of VAT. Please ensure that you add VAT to the quoted fees. The UK VAT rate is 20%.