

Vistra Limited Standard Terms

Below are our standard terms of business (these "**Standard Terms**"). Please check the menu to the right for any Vistra Trust Company Limited, Vistra (Scotland) Limited, PCSec, MyFormations and Web Services terms.

1. Scope

These Standard Terms apply to the supply of all products and services by Vistra Limited except software products, unless we otherwise agree in writing. In addition, where products and/or services are provided by any company specified in the column to the right or in respect of any of the products to the right, the terms applicable to that company or that product shall apply (the "**Relevant Terms**") in addition to these Standard Terms. Where there is a conflict between these Standard Terms and the Relevant Terms, the Relevant Terms shall prevail.

Where we process any Personal Data (as defined in our Data Processing Addendum) in relation to the supply of our products or services, the terms of our [Data Processing Addendum](#) shall apply.

2. Agency

We accept orders and instructions only on the basis that those instructing us do so as principals and are liable directly to us for payment of our account.

3. Use of third party contractors

We may, as your agent, directly or through an intermediary ask another contractor ("**Third Party Contractor**") to carry out some or all of any work which you instruct us to carry out for you. We shall pay the charges of Third Party Contractors on your behalf and recharge them to you with our own fees. We will take all reasonable care in selecting and instructing a Third Party Contractor. However, we have no control over the activities of a Third Party Contractor and therefore accept no responsibility for the services provided to you by that Third Party Contractor or for any errors or omissions in its work or products. Where any such sub-contracting involves sub-processing of Personal Data (as defined in the Data Processing Addendum) the terms of the Data Processing Addendum shall apply.

4. Adequacy of instructions

We provide services only on the basis that those instructing us give us all proper, necessary and timely instructions, authority and information (including the execution of all documents required) to enable us to undertake lawfully and effectively the business instructed, and that those instructing us indemnify us accordingly.

5. Printing and publication

We accept material for printing and/or publication on the basis that those submitting the material are responsible for ensuring it is free from defamatory matter and does not infringe copyright or any other third party rights, and that those instructing us indemnify us accordingly.

6. Third party reliance

Our services, including search reports and information services, are provided solely for the use of our client and that client's own client on whose behalf the work has been commissioned and shall not be used or relied upon by any other third party. No provision of these Terms shall be enforceable

by any person who is not a client and thus a Party pursuant to the Contracts (Rights of Third Parties) Act 1999.

7. Delivery of products and services

Products are delivered using first class post, fax or email (as appropriate), unless otherwise stated. Where you request an alternative method of delivery, you must meet those costs. Services are provided using reasonable skill and care.

The description and price of goods and services and delivery details will be provided in the confirmation of order and/or invoice despatched with the product or service.

8. Payment

We may require cash payment in advance before providing any goods or services. Where we have agreed credit terms for you our invoices are due for payment 30 days from their date. We reserve the right to charge for costs and expenses incurred in recovering late payments, and to charge interest at the rate then in force pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 as at the due date.

9. Search and other reports

We accept no responsibility for the accuracy of any part of any search or other reports where it is apparent that it is not derived from information in a public register, or for any inaccuracy, omission or other error in any public register upon which our search or report is based.

10. Non-completion of services

Where you instruct us to undertake any service, you will be responsible for our costs in providing that service whether or not it proceeds to its conclusion.

11. Consumers

Our products and services are not intended for sale to or use by a consumer as defined under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. You undertake that you are not a consumer as so defined.

12. Liability

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 the performance or contemplated performance of our services under these Standard Terms shall not exceed £5,000,000.

Save as precluded by law, we shall not be liable to you 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 profit; loss of business; depletion of goodwill; which arise out of or in connection with our services or these Standard Terms.

13. Data protection

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](#) shall set out where we are acting as a Data Processor and defined terms from that Data

Processing Addendum used in this Clause 13 will have the meaning set out in the Data Processing Addendum.

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 Legislation (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 Standard Terms;
- (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 Standard Terms; and
- (c) the Personal Data is accurate and up-to-date at the date it is shared under these Standard Terms.

Both parties further agree:

- (a) to implement and maintain throughout the term of these Standard Terms 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 Legislation); 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 Standard Terms.

14. Due diligence

In certain circumstances we are required by law to collect evidence of identity from our clients. If you fail to supply any due diligence which we request we will be unable to provide services to you. We may also verify your identity using electronic systems.

15. Taxation

You warrant that you will not utilise any of the services to evade paying true tax liabilities.

16. Customer services

If you are unhappy with any aspect of our service, please contact the Head of Marketing at First Floor, Templeback, 10 Temple Back, Bristol, BS1 6FL. Any complaints will be dealt with sympathetically and we will work with you to reach a satisfactory conclusion.

17. Changes to Standard Terms

We reserve the right to make changes to these Standard Terms from time to time.

18. Jurisdiction

Contracts between us will be concluded in the English language and our relationship with you will be governed by English law and will be subject to the exclusive jurisdiction of the English courts.

Vistra Limited

First Floor

Templeback

10 Temple Back

Bristol

BS1 6FL

Registered in England and Wales No. 865285

VAT No GB 927 5031 30