

Standard Terms Applying to the Services provided by Richard J Smith & Co

Complaints

If for any reason you are dissatisfied with the services you are receiving, please contact the engagement partner. We will carefully consider any complaint we receive and, if we believe that we have given a less than satisfactory service, we will take all reasonable steps to put it right.

Whilst we undertake to look into any complaint carefully and promptly and to do all we can to explain the position to you, if you remain unsatisfied, you have the right to refer the matter to the Insolvency Complaints Gateway which is operated by the Insolvency Service, an Executive Agency of the Department of Business Innovation and Skills (BIS).

Complaints can be submitted as follows:

- By calling the Insolvency Service Enquiry Line on 0845 602 9848 (Monday to Friday – 8am to 5pm)
- By completing an online complaints form at www.gov.uk/complain-about-insolvency-practitioner (Guidance for those who wish to complain can also be found on this site)
- Alternatively, by sending the completed complaints form by post to: IP Complaints, Insolvency Service, 3rd Floor, 1 City Walk, Leeds, LS11 9DA

Money Laundering

The firm is, in common with all accountancy and legal practices, required to:

- Maintain identification procedures for all new clients;
- Maintain records of identification evidence;
- Report, in accordance with the relevant legislation and regulations, to the National Crime Agency

Clients' money regulations

We may, from time to time, hold client monies. The money will be held in trust in a client bank account, which is segregated from the firm's funds. The account will be operated, and all funds dealt with, in accordance with the Clients' Money Regulations of the Institute of Chartered Accountants in England and Wales.

In order to avoid an excessive amount of administration, interest will only be paid where the amount earned on the balances held on the client's behalf in any calendar year exceeds £25.00. If the total sum of money held on the client's behalf is enough to give rise to a significant amount of interest or is likely to do so, then we will put the money in a separate designated interest bearing client bank account and account to the Company for the interest received, which subject to any tax legislation, will be paid gross. A separate account will always be opened where the total amount held exceeds £10,000 for a period of more than 30 days.

We will return monies held on the client's behalf promptly as soon as there is no longer any reason to retain those funds.

In the event that a client cannot be traced funds held in respect of that client will be paid to charity.

The Provision of Services Regulations 2009

In accordance with the disclosure requirements of the Provision of Services Regulations 2009, our Professional Indemnity insurer is Royal & Sun Alliance c/o Locktons Companies LLP, The St Botolph Building, 138 Houndsditch, London, EC3A 7AG. The territorial coverage is Worldwide, excluding business conducted in the United States of America or Canada and excludes any action for a claim brought in any court of either of those two countries.

Governing Law and Jurisdiction

The Contract shall be governed by and interpreted in accordance with the laws of England and Wales. The Courts of England and Wales shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the Contract and any matter arising from it.