BEYOND PARAPLANNING TERMS OF SERVICE
VERSION 3.0

PART A – THE RELATIONSHIP

1. Definitions

In these terms, unless the context otherwise requires, the following expressions have the meanings set out below:

Beyond means beyond paraplanning & intelligent adviser solutions.

Business day means any day other than a saturday, sunday or public holiday in england on which banks are open for business.

Client means the individual, partnership, company, limited liability partnership or other organisation instructing Beyond to provide the Services.

Confidential Information means information disclosed by one party to the other which is not publicly available and which is confidential by its nature or is identified as confidential.

Deliverables means any report, suitability report, annual review, research paper, technical analysis, cashflow report, mentoring material, workflow, presentation, methodology, Centralised Investment Proposition (CIP), Centralised Retirement Proposition (CRP), platform methodology, governance framework, due diligence report, investment proposition, retirement proposition, policy, procedure or other work product produced by Beyond as part of an Engagement.

Engagement means each individual instruction accepted by Beyond.

Fees means all charges payable by the Client under these Terms, the Pricing Guide, an accepted quotation, Engagement Letter or Monthly Retainer.

Intellectual Property Rights means all copyright, database rights, trademarks, design rights, patents, know-how and other intellectual property rights, whether registered or unregistered.

Monthly Retainer means an ongoing commercial arrangement under which the Client purchases prepaid service credit in accordance with these Terms and the applicable Monthly Retainer Schedule.

Pricing Guide means Beyond's published pricing schedule, as amended from time to time.

Services means the outsourced paraplanning, technical consultancy, mentoring, business consultancy and other professional services agreed between Beyond and the Client.

Working Papers means Beyond's internal research, calculations, prompt libraries, review comments, quality assurance records, templates, methodologies, draft documents and supporting material created in producing the Deliverables.

2. Interpretation

Unless the context requires otherwise:

a. words importing the singular include the plural and vice versa;

b. references to legislation include any amendment, replacement or re-enactment of that legislation;

c. headings are for convenience only and do not affect interpretation;

d. the words including, includes and including without limitation shall be interpreted without limiting the generality of the preceding words.

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3. Formation of Contract

3.1 Application

These Terms apply to every Engagement undertaken by Beyond unless expressly varied in writing.

3.2 Formation

A binding contract is formed when:

a. the Client has been provided with, or given access to, these Terms;

b. Beyond confirms acceptance of the Engagement;

c. where applicable, any required advance payment has been received.

3.3 Separate Engagements

Each Engagement constitutes a separate contract governed by these Terms.

3.4 Acceptance

The Client accepts these Terms by:

a. signing an Engagement Letter;

b. electronically accepting these Terms;

c. accepting a quotation which incorporates these Terms;

d. instructing Beyond to commence work after receiving these Terms.

3.5 Order of Precedence

Where any inconsistency exists between contractual documents, they shall take precedence in the following order:

Engagement Letter;

Accepted Quotation;

Monthly Retainer Schedule;

These Terms;

Pricing Guide.

3.6 Right to Decline

Beyond may decline any proposed Engagement without giving reasons.

Submission of a Case Submission Form or supporting documentation does not oblige Beyond to accept an Engagement.

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4. Services

4.1 Scope

Beyond provides outsourced paraplanning, technical consultancy, investment governance consultancy, practice architecture consultancy, mentoring, methodology development, investment proposition development, platform due diligence, research services and related professional support services.

4.2 Excluded Services

Unless expressly agreed in writing, Beyond does not:

a. provide regulated financial advice directly to retail clients;

b. communicate recommendations directly to retail clients;

c. implement recommendations;

d. execute transactions;

e. submit product applications;

f. hold client money;

g. provide discretionary investment management;

h. assume regulatory responsibility for advice provided by the Client.

i. assume responsibility for determining or adopting the Client's investment proposition, retirement proposition or governance framework.

4.3 Regulatory Responsibility

Responsibility for:

regulated advice;

suitability;

implementation;

FCA compliance; and

communication with end clients,

remains solely with the Client.

Nothing contained within these Terms transfers any regulatory responsibility from the Client to Beyond.

Responsibility for approving, adopting, implementing and maintaining any investment proposition, retirement proposition, methodology or governance framework remains solely with the Client.

4.4 Subcontracting

Beyond may allocate work between its employees, consultants or subcontractors, provided Beyond remains responsible for the quality of the Deliverables supplied to the Client.

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5. Professional Standards

5.1 Standard of Care

Beyond shall exercise reasonable skill, care and diligence expected of an experienced outsourced paraplanning and technical consultancy provider.

5.2 Professional Independence

Beyond remains professionally independent at all times.

Nothing in these Terms requires Beyond to prepare, amend or approve any Deliverable where Beyond reasonably believes that doing so would:

a. be technically unsound;

b. conflict with applicable law or FCA requirements;

c. conflict with accepted professional standards;

d. expose Beyond to unreasonable legal, regulatory, ethical or reputational risk.

5.3 Right to Refuse or Suspend

Where Clause 5.2 applies, Beyond may:

a. decline the Engagement;

b. suspend the Engagement; or

c. terminate the Engagement,

without liability, subject to the suspension and termination provisions contained within these Terms.

5.4 Quality Assurance

Beyond may operate internal technical review, peer review and quality assurance procedures before issuing any Deliverable.

The operation of such procedures does not transfer responsibility for regulated advice from the Client to Beyond.

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6. Client Responsibilities

6.1 Information

The Client warrants that all information supplied to Beyond is, to the best of its knowledge:

a. accurate;

b. complete;

c. current; and

d. not misleading.

6.2 Reliance

Unless expressly agreed otherwise in writing, Beyond has no obligation to verify, audit or independently investigate information supplied by the Client and is entitled to rely upon it in performing the Services.

6.3 Continuing Duty

The Client shall promptly notify Beyond of any material change affecting an Engagement.

6.4 Review of Deliverables

The Client shall review every Deliverable before relying upon it or issuing it to an end client.

Responsibility for ensuring that the Deliverable accurately reflects the advice ultimately provided remains solely with the Client.

6.5 Amendments

Where the Client alters, edits or supplements a Deliverable after delivery, Beyond accepts no responsibility for those amendments unless they have been expressly approved in writing by Beyond.

6.6 Third Party Reliance

Deliverables are prepared solely for the benefit of the Client in connection with the relevant Engagement.

Beyond owes no contractual duty or duty of care to any retail client, beneficiary, trustee or other third party unless expressly agreed in writing.

6.7 Authority

The Client warrants that it has the authority to instruct Beyond and to disclose all information necessary for the performance of the Services, including any Personal Data disclosed in accordance with Part C.

PART B – COMMERCIAL TERMS

7. Fees

7.1 Basis of Fees

The Client shall pay the Fees applicable to each Engagement in accordance with:

a. the Pricing Guide;

b. an accepted quotation;

c. an Engagement Letter;

d. Project fee

e. a Monthly Retainer; or

f. any other fee arrangement agreed in writing between the parties.

Unless expressly stated otherwise, all Fees are exclusive of VAT. If Beyond becomes liable to register for VAT, VAT shall be added at the prevailing rate.

7.2 Pricing Guide

The Pricing Guide forms part of these Terms.

Beyond may amend the Pricing Guide from time to time.

Any revised Pricing Guide shall apply only to Engagements accepted after the revised Pricing Guide becomes effective unless otherwise agreed in writing.

7.3 Fixed Fee Engagements

Where a fixed Fee applies, that Fee is based upon:

a. the information available at the time the quotation is issued;

b. the agreed scope of the Engagement; and

c. the reasonable assumption that the Engagement will proceed without material variation.

Where those assumptions cease to apply, Clause 9 shall apply.

7.4 Hourly Services

Where Services are charged on an hourly basis:

a. time shall be recorded in six-minute units;

b. Beyond's contemporaneous time records shall constitute prima facie evidence of time spent unless the Client demonstrates manifest error.

7.5 Quotations

Unless otherwise stated in writing:

a. quotations remain valid for thirty (30) calendar days;

b. quotations are based upon the information supplied by the Client;

c. quotations exclude work falling outside the agreed scope.

7.6 Expenses

No third-party expenses shall be recharged without the Client's prior approval unless reasonably incurred in protecting the Client's interests during the Engagement.

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8. Monthly Retainers

8.1 Availability

Monthly Retainers are offered at Beyond's discretion and remain subject to available capacity.

Nothing contained within these Terms obliges Beyond to offer, renew or continue a Monthly Retainer.

8.2 Commencement

A Monthly Retainer shall commence only when:

a. Beyond confirms acceptance;

b. these Terms have been accepted by the Client; and

c. the initial Monthly Retainer invoice has been paid.

8.3 Minimum Commitment

Each Monthly Retainer is subject to a minimum commitment of three (3) consecutive calendar months.

Termination during the minimum commitment period shall not affect the Client's obligation to pay all Fees falling due during that period.

8.4 Payment

Monthly Retainer Fees shall:

a. be invoiced monthly in advance;

b. be payable within seven (7) calendar days of the invoice date;

c. be received before Services are performed for the relevant Monthly Retainer period.

Failure to pay any Monthly Retainer invoice by its due date entitles Beyond to suspend the Monthly Retainer immediately.

8.5 Preferential Pricing

Whilst a Monthly Retainer remains active, the Client shall receive the preferential pricing applicable to its selected Monthly Retainer tier.

Preferential pricing shall apply only whilst the Monthly Retainer remains active and in good standing.

8.6 Nature of Monthly Retainer Credit

Monthly Retainer Fees purchase prepaid monetary credit only.

They do not constitute:

a purchase of hours;

a guaranteed number of Deliverables;

reserved capacity;

guaranteed turnaround times;

priority treatment;

a service level agreement.

8.7 Rollover of Monthly Retainer Credit

Unused Monthly Retainer credit may be carried forward for up to three (3) calendar months following the month in which the credit was originally accrued.

Monthly Retainer credit shall be applied on a first accrued, first used basis, with the oldest available credit being utilised before more recently accrued credit.

The maximum amount of unused Monthly Retainer credit that may be carried forward at any one time shall not exceed the value of three (3) months' Monthly Retainer payments.

Any Monthly Retainer credit remaining unused after the expiry of the applicable three-month rollover period shall automatically expire.

Expired credit:

a. is non-refundable;

b. has no cash value; and

c. may not be transferred to another Client, Engagement or Monthly Retainer.

8.8 Termination of Monthly Retainer

Where a Monthly Retainer ends for any reason, any unused Monthly Retainer credit remaining at the date of termination may only be applied to Services completed before the effective date of termination, unless Beyond agrees otherwise in writing.

Termination of a Monthly Retainer shall not extend the applicable three-month rollover period, and any unused credit shall expire in accordance with Clause 8.7.

Beyond shall have no obligation to refund any unused Monthly Retainer credit.

8.9 Additional Services

Where the value of Services exceeds the available Monthly Retainer credit:

a. Beyond may continue providing the Services;

b. the additional amount shall be invoiced separately;

c. the Client shall continue to receive the preferential pricing applicable to its Monthly Retainer.

8.10 Capacity

Beyond shall use reasonable endeavours to accommodate Monthly Retainer Clients.

Nothing contained within these Terms obliges Beyond to:

a. accept every instruction;

b. prioritise one Client over another;

c. meet any requested completion date.

8.11 Renewal

Following expiry of the minimum commitment period, the Monthly Retainer shall continue on a rolling monthly basis until terminated by either party on not less than thirty (30) days' written notice.

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9. Variations to Scope

9.1

Fees are calculated by reference to the agreed scope of the Engagement. For example:

a. investment proposition development;

b. retirement proposition development;

c. platform due diligence;

d. governance framework design;

e. compliance liaison;

f. methodology drafting.

9.2

Where Beyond reasonably considers that the scope of an Engagement has materially changed, Beyond may:

a. issue revised Fees;

b. issue a revised quotation;

c. transfer the Engagement to hourly charging;

d. suspend work pending agreement of revised commercial terms.

Suspension under this Clause shall not constitute a breach of these Terms.

9.3

Examples of material scope variation include (without limitation):

additional clients;

additional wrappers;

safeguarded benefits;

protected tax-free cash;

trust work;

inheritance tax planning;

additional cashflow modelling;

replacement business not previously disclosed;

significant additional research;

material changes to recommendations;

additional meetings requested after instruction;

additional compliance requirements.

9.4

Beyond shall notify the Client as soon as reasonably practicable where it considers this Clause applies.

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10. Delivery of Services

10.1

Beyond shall use reasonable endeavours to deliver the Services within any estimated turnaround time communicated to the Client.

10.2

Any turnaround time provided by Beyond represents an estimate only.

Time shall not be of the essence.

Estimated turnaround times commence only once Beyond has received all information reasonably required to undertake the Engagement.

10.3

Beyond may determine the order in which Engagements are undertaken having regard to:

a. operational priorities;

b. available resources;

c. complexity;

d. regulatory considerations;

e. previously agreed deadlines.

10.4

Beyond shall not be liable for delay arising from:

incomplete instructions;

delayed responses from the Client;

delays by product providers;

failures of third-party software;

Force Majeure Events;

illness or incapacity;

events outside Beyond's reasonable control.

10.5

An Engagement shall be deemed complete when the Deliverable has been transmitted electronically to the Client.

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11. Revisions

11.1 Included Revisions

Unless otherwise agreed, one reasonable round of factual corrections or drafting amendments arising directly from the original instructions is included within the agreed Fee.

11.2 Additional Revisions

Beyond may charge additional Fees where revisions arise because:

a. the Client changes its recommendations;

b. additional information becomes available after delivery;

c. additional research is requested;

d. the scope of the Engagement changes;

e. repeated revisions are requested beyond those reasonably required.

11.3 New Engagement

Revision requests received more than thirty (30) calendar days after delivery may, at Beyond's discretion, constitute a new Engagement.

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12. Payment

12.1 Invoicing

Beyond may issue invoices:

a. upon completion of an Engagement;

b. monthly;

c. in accordance with an agreed payment schedule; or

d. in advance, where required under these Terms or an Engagement Letter.

12.2 Payment Terms

Invoices are payable within seven (7) calendar days of the invoice date unless otherwise agreed in writing.

12.3 Allocation of Payments

Beyond may allocate any payment received against outstanding invoices at its reasonable discretion.

12.4 Late Payment

If payment is not received by the due date, Beyond may, without prejudice to any other rights or remedies:

a. suspend the Services;

b. suspend any Monthly Retainer;

c. withhold Deliverables that have not yet been released;

d. charge statutory interest and compensation in accordance with the Late Payment of Commercial Debts (Interest) Act 1998;

e. recover any reasonable costs of recovering overdue sums to the extent permitted by law.

12.5 No Set-Off

Except where prohibited by law, the Client shall not withhold payment, set off or counterclaim against any invoice unless the amount has been finally determined by a court of competent jurisdiction.

12.6 Separate Engagements

A dispute relating to one Engagement shall not entitle the Client to withhold payment for any other Engagement.

12.7 Ownership Pending Payment

Until all Fees relating to an Engagement have been paid in full:

a. ownership of the Deliverables remains with Beyond; and

b. the licence granted under Clause 16.3 shall not take effect.

Upon receipt of full payment, the licence granted under Clause 16.3 shall automatically become effective.

PART C – PROTECTION OF INFORMATION, INTELLECTUAL PROPERTY AND LIABILITY

13. Confidentiality

13.1 Mutual Duty of Confidence

Each party shall keep confidential all Confidential Information obtained from the other in connection with an Engagement and shall use such information solely for the purposes of performing or receiving the Services.

Neither party shall disclose Confidential Information except:

a. where required by law;

b. where required by a court, regulator or competent authority;

c. to its employees, consultants, subcontractors, insurers or professional advisers who have a legitimate need to know and who are bound by equivalent obligations of confidentiality; or

d. with the prior written consent of the other party.

13.2 Beyond Confidential Information

The Client acknowledges that Beyond's business methodologies, templates, report structures, wording libraries, pricing models, workflows, quality assurance procedures, mentoring programmes, Practice Architecture Programme materials, Working Papers, governance frameworks, investment committee documentation, investment proposition models, retirement proposition models, due diligence matrices, scoring methodologies, Consumer Duty assessment frameworks and all other proprietary know-how constitute Beyond's Confidential Information whether or not expressly identified as confidential.

13.3 Exceptions

The obligations in this Clause shall not apply to information which:

a. is or becomes publicly available other than through breach of these Terms;

b. was lawfully known by the receiving party prior to disclosure;

c. is lawfully received from a third party without restriction; or

d. is independently developed without reference to the Confidential Information.

13.4 Duration

The obligations contained within this Clause shall continue:

a. indefinitely in respect of trade secrets, proprietary methodologies and Intellectual Property Rights; and

b. for a period of six (6) years following termination in respect of all other Confidential Information.

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14. Data Protection

14.1 Compliance

Each party shall comply with all applicable data protection legislation, including the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018 and any legislation replacing or supplementing them.

14.2 Data Protection Relationship

The parties acknowledge that the legal relationship governing the processing of Personal Data shall reflect the nature of the Services provided.

Where Beyond processes Personal Data solely on the documented instructions of the Client, the parties shall enter into a separate Data Processing Schedule incorporating the mandatory provisions required under Article 28 UK GDPR.

Where either party acts as an independent controller in respect of particular processing activities, that party shall comply with its own obligations under applicable data protection legislation.

14.3 Client Warranty

The Client warrants that:

a. it has all necessary lawful authority to disclose Personal Data to Beyond;

b. all Personal Data supplied is relevant and limited to what is necessary for the Engagement;

c. disclosure does not infringe the rights of any third party.

The Client shall indemnify Beyond against any claim, loss or liability arising directly from a breach of this warranty.

14.4 Security

Beyond shall maintain appropriate technical and organisational measures designed to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or unauthorised access, having regard to the nature of the Services and the risks presented by the processing.

14.5 Retention

Beyond may retain Personal Data only for so long as is reasonably necessary to comply with legal, regulatory and operational requirements.

Working Papers may be retained separately in accordance with Beyond's document retention policy.

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15. Technology

15.1 Use of Technology

Beyond may utilise software, automation, cloud-based platforms and other technology, including artificial intelligence-assisted systems, in the performance of the Services where it reasonably considers such technology to improve efficiency, consistency or quality.

15.2 Professional Oversight

Technology is used solely to assist the delivery of the Services.

Every Deliverable shall be subject to appropriate professional review before being issued to the Client.

The use of technology shall not diminish Beyond's obligation to exercise professional judgement, reasonable skill, care and diligence.

15.3 Third-Party Systems

Beyond shall not be liable for delays, interruptions or failures arising solely from third-party software providers, cloud platforms, communication networks or technology services outside Beyond's reasonable control.

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16. Intellectual Property

16.1 Ownership

Except where expressly stated otherwise in these Terms, each party retains ownership of all Intellectual Property Rights existing prior to the commencement of an Engagement.

16.2 Beyond Intellectual Property

Beyond retains exclusive ownership of all Intellectual Property Rights in and relating to its:

- methodologies;
- report templates;
- drafting styles;
- wording libraries;
- workflows;
- quality assurance procedures;
- Practice Architecture Programme;
- mentoring materials;
- training materials;
- prompt libraries;
- Working Papers;
- calculators;
- pricing methodologies;
- operating procedures;
- Centralised Investment Proposition frameworks;
- Centralised Retirement Proposition frameworks;
- platform methodologies;
- investment methodologies;
- governance frameworks;
- due diligence matrices;
- investment committee documentation;
- scoring methodologies;

- review frameworks;
- Consumer Duty assessment frameworks;
- operational processes; and
- all improvements, enhancements or refinements made to Beyond's methodologies, systems, frameworks and business processes during the course of an Engagement.

16.3 Licence to Deliverables

Subject to payment in full of all applicable Fees, Beyond grants the Client a perpetual, non-exclusive, non-transferable licence to use the Deliverables produced specifically for the relevant Engagement for the Client's own internal business purposes.

No ownership of Beyond's Intellectual Property Rights transfers to the Client.

16.4 Restrictions

Without Beyond's prior written consent, the Client shall not:

a. reproduce Beyond's methodologies or templates;

b. commercialise Beyond's systems or processes;

c. create derivative works based upon Beyond's proprietary materials;

d. sublicense or distribute Deliverables other than for the purposes of the Engagement;

e. remove copyright notices or proprietary markings; or

f. reverse engineer, extract or otherwise use Beyond's methodologies or Working Papers to create competing products or services.

16.5 Working Papers

Working Papers remain the exclusive property of Beyond and do not form part of the Deliverables.

Beyond shall have no obligation to disclose Working Papers except where required by law or expressly agreed in writing.

16.6 Feedback

The Client grants Beyond a perpetual, royalty-free right to incorporate any suggestions, recommendations or feedback relating to Beyond's Services into its methodologies, systems and business processes.

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17. Professional Standards and Consultancy Services

17.1 Standard of Care

Beyond shall exercise reasonable skill, care and diligence in performing the Services, consistent with the standards reasonably expected of an experienced outsourced paraplanning and technical consultancy provider.

17.2 Professional Judgement

Nothing in these Terms requires Beyond to prepare, amend or approve any Deliverable, methodology, investment proposition, retirement proposition, governance framework or other professional work product where, in Beyond's reasonable professional opinion, doing so would:

a. be technically unsound;

b. be inconsistent with applicable law or regulatory requirements;

c. conflict with accepted professional standards;

d. conflict with the Client's stated objectives or documented investment philosophy; or

e. expose Beyond to unreasonable legal, regulatory, ethical or reputational risk.

Beyond may decline, suspend or terminate the relevant Engagement in accordance with these Terms where this Clause applies.

17.3 Quality Assurance

Beyond may operate internal technical review, peer review and quality assurance procedures before issuing any Deliverable.

The operation of such procedures does not transfer responsibility for regulated advice from the Client to Beyond.

17.4 Consultancy Services

Where Beyond provides consultancy services relating to investment propositions, retirement propositions, methodologies, governance frameworks, platform selection, due diligence, Consumer Duty, Fair Value assessments or other strategic business matters, Beyond provides professional technical consultancy only.

Unless expressly agreed otherwise in writing, Beyond does not assume responsibility for the Client's regulatory obligations, investment philosophy, governance arrangements or commercial decisions.

The Client remains solely responsible for:

a. approving, adopting and implementing any consultancy Deliverable;

b. ensuring that any methodology, proposition or governance framework remains appropriate for its business;

c. obtaining any regulatory, compliance or board approvals required before implementation;

d. monitoring the ongoing suitability of any methodology, proposition or governance framework; and

e. reviewing and updating such arrangements in response to changes in legislation, regulation, market conditions or the Client's business.

Nothing in this Clause shall transfer responsibility for regulated advice, regulatory compliance or business governance from the Client to Beyond.

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18. Limitation of Liability

18.1 Non-Excludable Liability

Nothing in these Terms excludes or limits liability for:

a. death or personal injury caused by negligence;

b. fraud or fraudulent misrepresentation; or

c. any liability which cannot lawfully be excluded or limited.

18.2 Excluded Losses

Subject to Clause 18.1, Beyond shall not be liable for any indirect, consequential or special loss, including (without limitation):

loss of profit;

loss of revenue;

loss of business opportunity;

business interruption;

reputational damage;

wasted management time; or

loss of anticipated savings.

18.3 Excluded Circumstances

Beyond shall not be liable for any loss arising wholly or partly from:

a. inaccurate, incomplete or misleading information supplied by the Client;

b. incomplete or delayed instructions;

c. implementation decisions made by the Client;

d. amendments to Deliverables or other work product made by any person other than Beyond;

e. errors or omissions by third-party providers;

f. legislative or regulatory changes occurring after completion of the Engagement;

g. failures or interruptions of third-party technology outside Beyond's reasonable control;

h. the Client's adoption, implementation, amendment, operation or ongoing use of any methodology, investment proposition, retirement proposition, governance framework or other consultancy Deliverable following completion of the Engagement; or

i. the Client's failure to review, maintain or update any methodology, proposition or governance framework to reflect changes in legislation, regulation, market conditions or the Client's own business requirements.

18.4 Third Party Reliance

Beyond owes contractual duties solely to the Client.

Nothing in these Terms creates any duty of care owed by Beyond to the Client's underlying customers, beneficiaries, trustees or any other third party unless expressly agreed in writing.

18.5 Limitation of Liability

Subject to Clause 18.1, Beyond's aggregate liability arising from any Engagement shall not exceed the liability cap specified within the relevant Engagement Letter or accepted quotation.

Where no liability cap is specified, the parties shall agree an appropriate liability limit before the commencement of the Engagement, taking into account:

a. the nature of the Services;

b. the Fees payable; and

c. any Professional Indemnity insurance maintained by Beyond.

18.6 Time Limit for Claims

No claim arising out of an Engagement may be commenced more than twelve (12) months after the Client first became aware, or ought reasonably to have become aware, of the facts giving rise to the claim.

PART D – INSURANCE, SUSPENSION, TERMINATION AND GENERAL PROVISIONS

19. Insurance

19.1 Insurance

Beyond shall maintain such insurance as it reasonably considers appropriate having regard to the nature and scale of the Services provided.

Nothing contained within these Terms shall be construed as a representation that Beyond maintains any particular type or level of insurance unless expressly confirmed in writing.

19.2 Changes to Insurance

Beyond may amend, replace or discontinue any insurance policy at its discretion.

The absence, amendment or expiry of any insurance policy shall not increase Beyond's liability beyond that otherwise provided for under these Terms.

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20. Suspension of Services

20.1 Right to Suspend

Without prejudice to any other right or remedy available, Beyond may suspend all or part of the Services immediately by written notice where:

a. any Fee remains unpaid after its due date;

b. the Client commits a material breach of these Terms;

c. the Client fails to provide information, documentation or instructions reasonably required for the Engagement;

d. Beyond reasonably considers that continuing the Engagement would expose Beyond, its employees, consultants or subcontractors to unreasonable legal, regulatory, ethical or reputational risk;

e. performance of the Services is prevented by circumstances beyond Beyond's reasonable control.

20.2 Effect of Suspension

During any period of suspension:

a. Beyond shall have no obligation to continue providing the Services;

b. any estimated turnaround time shall cease to apply;

c. all Fees accrued before suspension shall remain immediately payable;

d. suspension shall not relieve the Client of any payment obligation.

Suspension shall not constitute a breach of these Terms.

20.3 Resumption

Beyond may resume the Services once the reason for suspension has been remedied to Beyond's reasonable satisfaction.

Beyond shall not be liable for any delay resulting from a lawful suspension.

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21. Termination

21.1 Termination for Convenience

Following completion of any applicable minimum commitment period, either party may terminate these Terms by giving not less than thirty (30) days' written notice.

Termination of these Terms shall not affect any Engagement already in progress unless otherwise agreed.

21.2 Immediate Termination

Beyond may terminate an Engagement immediately where it reasonably believes that:

a. the Client has committed a material breach incapable of remedy;

b. the Client has failed to remedy a remediable breach within fourteen (14) days after written notice;

c. the Client has acted dishonestly or fraudulently;

d. the Client has instructed Beyond to act unlawfully or contrary to accepted professional standards;

e. the Client has entered administration, liquidation or any analogous insolvency process;

f. continuing the Engagement would expose Beyond to unacceptable legal, regulatory, ethical or reputational risk.

21.3 Effect of Termination

Termination shall not affect:

a. rights accrued prior to termination;

b. liabilities incurred prior to termination;

c. any outstanding Fees;

d. any provision expressly or by implication intended to survive termination.

21.4 Outstanding Fees

Upon termination Beyond may invoice:

a. all Services completed up to the date of termination;

b. work reasonably undertaken in preparation for the Engagement;

c. any outstanding Monthly Retainer commitment.

21.5 Public Representation

Following termination, neither party shall represent that an ongoing commercial relationship exists unless a new Engagement has been agreed in writing.

22. Non-Solicitation

22.1 Protection of Personnel

The Client shall not, without Beyond's prior written consent, directly or indirectly solicit, recruit, employ, engage or otherwise facilitate the engagement of any employee, consultant or subcontractor of Beyond with whom the Client has had material dealings during the Engagement.

22.2 Duration

This restriction shall apply throughout the Engagement and for twelve (12) months following termination.

22.3 Reasonableness

The parties acknowledge that this restriction is reasonable and necessary for the protection of Beyond's legitimate business interests.

22.4 Equitable Relief

The parties acknowledge that damages alone may not constitute an adequate remedy for breach of this Clause.

Beyond shall therefore be entitled to seek injunctive or other equitable relief in addition to any other remedy available at law.

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23. Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations where such failure or delay results from circumstances beyond its reasonable control, including (without limitation):

- natural disaster;
- flood;
- fire;
- epidemic or pandemic;
- war;
- terrorism;
- cyber attack;
- ransomware;
- interruption of utilities;
- failure of telecommunications or internet services;
- cloud service outages;
- industrial action;
- governmental action; or
- failure of third-party suppliers.
- The affected party shall notify the other as soon as reasonably practicable.

If a Force Majeure Event continues for more than sixty (60) consecutive days, either party may terminate the affected Engagement without liability, save that all Fees relating to Services performed before termination shall remain payable.

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24. General Provisions

24.1 Subcontracting

Beyond may allocate work between its employees, consultants, subcontractors or other suitably qualified persons.

Beyond shall remain responsible for the quality of the Deliverables supplied to the Client.

24.2 Notices

Any notice required under these Terms shall be in writing and may be served by:

a. email;

b. first class post; or

c. recorded delivery.

Unless otherwise notified in writing, notices shall be sent to the addresses specified within the Engagement Letter or, where no Engagement Letter exists, to the most recent contact details provided by the receiving party.

An email transmitted before 5.00 p.m. on a Business Day shall be deemed received on that Business Day.

An email transmitted after 5.00 p.m. or on a non-Business Day shall be deemed received at 9.00 a.m. on the next Business Day.

24.3 Relationship of the Parties

Nothing contained within these Terms creates:

a. a partnership;

b. a joint venture;

c. an agency;

d. an employment relationship; or

e. a fiduciary relationship,

between Beyond and the Client.

Neither party has authority to bind the other except where expressly agreed in writing.

24.4 Publicity

Neither party shall use the other's name, logo or branding in promotional or marketing material without prior written consent, except where disclosure is required by law or regulation.

24.5 Assignment

The Client may not assign, transfer or otherwise dispose of its rights or obligations under these Terms without Beyond's prior written consent.

Beyond may transfer or novate these Terms and any Engagement to any successor business, including any limited company established to continue the business of Beyond Paraplanning & Intelligent Adviser Solutions, by giving the Client written notice. Such transfer shall not adversely affect the Client's rights or materially alter the Services.

24.6 Entire Agreement

These Terms, together with any Engagement Letter, accepted quotation, Pricing Guide, Monthly Retainer Schedule, Case Submission Form and Privacy Notice, constitute the entire agreement between the parties.

Each party acknowledges that it has not relied upon any representation, statement or promise not expressly contained within those documents.

24.7 Order of Precedence

In the event of any inconsistency between contractual documents, the following order of precedence shall apply:

- Engagement Letter;
- Accepted Quotation;

- Monthly Retainer Schedule;
- These Terms of Business;
- Pricing Guide.

24.8 Third Party Rights

A person who is not a party to these Terms shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of these Terms.

24.9 Waiver

Failure or delay by either party in exercising any right or remedy shall not constitute a waiver of that right or remedy.

Any waiver shall be effective only if made in writing.

24.10 Severability

If any provision of these Terms is held to be unlawful, invalid or unenforceable, it shall be modified to the minimum extent necessary to make it enforceable.

If modification is not possible, that provision shall be severed and the remaining provisions shall continue in full force and effect.

24.11 Variation

Beyond may amend these Terms from time to time by giving the Client not less than thirty (30) days' written notice.

Unless the Client terminates these Terms before the effective date of the amendment, the amended Terms shall apply to:

a. all Engagements accepted on or after the effective date;

b. any Monthly Retainer continuing beyond the effective date; and

c. any ongoing or future Services provided after the effective date where continued performance constitutes acceptance of the amended Terms.

Nothing in this Clause shall retrospectively alter the commercial terms of an Engagement already completed before the effective date of the amendment.

24.12 Governing Law and Jurisdiction

These Terms and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with the laws of England and Wales.

The courts of England and Wales shall have exclusive jurisdiction.