



PARISH  
GROUP

## TERMS & CONDITIONS OF BUSINESS

The following Terms and Conditions will govern the basis on which the Parish Group will provide the Services to the Contracting Party and will be deemed to have been agreed by the Contracting Party by its acceptance of any of the Services. The Parish Group contracts on the basis of these Terms and Conditions only, and acceptance by the Parish Group of any instructions from the Contracting Party shall be upon such Terms and Conditions and shall override any other terms and conditions stipulated or incorporated by the Contracting Party in its instructions or any negotiations, unless expressly agreed in writing by the Parish Group. In the event of inconsistency between these Terms and Conditions and the Letter of Engagement, the provisions of the letter will be overriding. Terms defined herein shall have the same meaning where they appear in the Letter of Engagement.

A copy of these Terms and Conditions shall be sent by ordinary post or e-mail to the Contracting Party. A current copy of these Terms and Conditions will also be made available for inspection at the Parish Group's registered office in Guernsey during normal business hours or alternatively are available on Parish Group's website [www.parish-group.com](http://www.parish-group.com).

The Parish Group may revise the Terms and Conditions and the Letter of Engagement (including, but without limitation, the fees set out in Schedule 2 to that Letter of Engagement, and as provided for in [clause 6.1\(b\)](#) of these Terms and Conditions) from time to time without the Contracting Party's prior consent. Material changes to the Letter of Engagement (including, without limitation, fees set out in Schedule 2 of that Letter of Engagement) will be notified to the Contracting Party by ordinary post or e-mail as soon as is reasonably practicable after their introduction and the Contracting Party's continuing instructions after such notice is sent will confirm the Contracting Party's acceptance of the amendments. The Contracting Party shall be deemed to be bound and informed of any amendment or variation to the Terms and Conditions as and when a copy of the revised document becomes available on the Parish Group website [www.parish-group.com](http://www.parish-group.com) or at the Parish Group's registered office. Parish Group shall not be required to provide these Terms and Conditions in respect of each new matter.



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## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In these Terms and Conditions (unless the context otherwise requires) the following words and expressions shall have the following meanings:

<b>Agreement</b>	Means these Terms and Conditions and the Letter of Engagement as they may be varied from time to time and at any time.
<b>Contracting Party</b>	Means any person with whom a Parish Group entity has entered into the Letter of Engagement and at whose request it is providing the Services and, in the case of an individual, includes that individual's heirs, personal representatives and assigns and, in the case of a body corporate, includes its successors and assigns.
<b>Corporate Services</b>	<p>Means such of:</p> <ul style="list-style-type: none"><li>(i) the management and administration (and may mean formation or foundation) of a company, partnership or foundation (being the Managed Entity) including, without limitation, the provision of directors and other officers, nominees, registered agent, administrative office or registered office to a company, general and limited partners to partnerships and council members, guardian or registered agent to a foundation;</li><li>(ii) the services referred to in <a href="#">clauses 3.1</a> to <a href="#">3.4</a> inclusive of these Terms and Conditions; and</li><li>(iii) such other activities including, without limitation, the maintenance of statutory registers and minute books, filing of annual returns or verification notices, liaison with registered agents and company registrars on behalf of a company, making statutory filings, sending notices required in connection with general meetings or shareholder resolutions, provision of nominee shareholders, book-keeping, preparation of management reporting and financial statements as are required to be performed in connection with the administration of the affairs of the Managed Entity,</li></ul> <p>as have been agreed in the Letter of Engagement, or otherwise in writing between the Parties.</p>
<b>Data</b>	Has the meaning given to the term "sensitive personal data" as defined in the Data Protection Law.
<b>Data Protection Law</b>	Means the <a href="#">Data Protection (Bailiwick of Guernsey) Law, 2017</a> (and subsequent amendment thereof).
<b>Event of Default</b>	<p>Means:</p> <ul style="list-style-type: none"><li>(a) the Contracting Party fails to pay any amount due under these Terms and Conditions (or as otherwise agreed between the Parties) on the due date for payment and remains in default not less than two months of such amount becoming due; or</li></ul>



	<p>(b) circumstances surrounding the operation and/or ownership of the Managed Entity which in the sole opinion of the Parish Group render the continued provision of Services impracticable, unlawful or undesirable, including (but not limited to):</p> <ul style="list-style-type: none"><li>(i) any breach or potential breach by the Managed Entity of any regulation or law;</li><li>(ii) where the Parish Group becomes aware that a Managed Entity is under investigation by a judicial or regulatory authority or is being prosecuted for a criminal offence;</li><li>(iii) through no fault of the Parish Group, the Managed Entity or the business or assets thereof are carried on or managed in such manner as is likely to bring the Parish Group in to disrepute; or</li><li>(iv) the Parish Group is unable to obtain proper instruction from the Contracting Party.</li></ul> <p>(c) either of the Parties commits a breach of any of the material terms of these Terms and Conditions and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of that party being notified in writing of the breach; or</p> <p>(d) either of the Parties repeatedly breaches any of the terms of these Terms and Conditions in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of these Terms and Conditions; or</p> <p>(e) the Contracting Party fails, upon request from any Parish Group company, to provide to it (within a timeframe considered by it to be reasonable in all the circumstances prevailing at the time of such request but which timeframe may be less than twenty four (24) hours from the date or time of the request) such documents or information as the Parish Group shall in its sole discretion consider it requires to comply with the Law including in particular but not limited to documents or information that it requires in order to fulfil its obligations under applicable due diligence Law; or</p> <p>(f) the other Party suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits its inability to pay its debts, or has no reasonable prospect of paying its debts; or</p> <p>(g) the other Party commences negotiations with all, or any class of, its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into any compromise or arrangement with, its creditors; or</p> <p>(h) (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of the other Party, or (being a natural person) the other Party is declared bankrupt; or</p> <p>(i) an application is made to court, or an order is made, for the appointment of an administrator, a notice of intention to appoint an administrator is given, or an administrator is appointed over the other Party; or</p> <p>(j) a person becomes entitled to appoint a receiver over the assets of the other Party, or a receiver is appointed over the assets of the other Party; or</p>
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	<p>(k) a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced upon or commenced against, the whole or any part of its assets and such attachment or process is not discharged within fourteen (14) days; or</p> <p>(l) the property of either of the Contracting Parties is declared <i>en désastre</i> or becomes insolvent or goes into liquidation (other than a voluntary liquidation for the purpose of reconstruction or amalgamation); or</p> <p>(m) any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (d) to (l) hereto.</p>
<b>Fiduciary Law</b>	Means <a href="#">The Regulation of Fiduciaries, Administration Businesses and Company Directors, etc. (Bailiwick of Guernsey) Law, 2020</a> and any regulations made thereunder and codes issued in connection therewith.
<b>Foundation Documentation</b>	Means the documentation of the foundation which is the Managed Entity and includes the charter, regulations or articles (howsoever named) and any and all documents ancillary thereto or which vary or amend such documents.
<b>Guernsey</b>	Means the Bailiwick of Guernsey.
<b>Guernsey Registrar</b>	Means the Guernsey Registrar of Companies established under the <a href="#">Companies (Guernsey) Law, 2008</a> and any subsequent amendment thereof.
<b>Holding Company and Subsidiary</b>	Means a "holding company" and "subsidiary" as defined in section 531 of The Companies (Guernsey) Law, 2008.
<b>Indemnified Parties</b>	Means the former, present and future Directors, Officers, employees of the Parish Group and each of them and any person appointed by the Parish Group and the personal representatives of such Directors, Officers, employees and person appointed.
<b>Insolvency Event</b>	Means, in respect of the Managed Entity, the occurrence of any of the following events: <p>(a) that the Managed Entity is unable or admits inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness;</p> <p>(b) any corporate action, legal proceedings or other procedure or step is taken in relation to or with a view to:</p> <p>(i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration, bankruptcy or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of that person;</p> <p>(ii) a composition, assignment or arrangement with any creditor of that Managed Entity;</p> <p>(iii) the appointment of a liquidator, receiver, administrator, administrative receiver, trustee in bankruptcy, compulsory manager or other similar officer in respect of that Managed Entity or any of its assets; or</p> <p>(iv) enforcement of any security over any assets of that Managed Entity; or</p> <p>(c) or any analogous procedure or step taken in any jurisdiction.</p>
<b>Key Contact</b>	Means the Parish Group Limited Director, Officer or employee having charge of supervising the provision of the Services under these Terms and Conditions, the name of such person having been provided to the Contracting Party.
<b>Law</b>	Means all laws, ordinances, statutory instruments, codes and regulatory requirements (including rules, codes of conduct or guidance) of Guernsey and of any other jurisdiction to



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	which the Managed Entity is subject and, where applicable, of any other relevant jurisdiction, and for the avoidance of doubt includes the Fiduciary Law.
<b>Letter of Engagement</b>	Means the letter of engagement (including the Schedules attached to it) between the Contracting Party and the Parish Group setting out the scope of the Services that it is agreed the Parish Group will provide and details of the set up and annual responsibility and administration costs that the Parish Group may charge in relation to the Services.
<b>Liabilities</b>	Means all liabilities, actions, proceedings, claims, demands, taxes and duties and all associated interest, penalties and costs and all other expenses whatever.
<b>Managed Entity</b>	Means the company, partnership, limited partnership, limited liability partnership, foundation, trust or pension arrangement as the case may be to which the Services are provided by the Parish Group pursuant to these Terms and Conditions.
<b>Officers</b>	Includes Directors and company secretaries.
<b>Parish Group</b>	<p>Means Parish Group Limited and any intermediate or ultimate Subsidiary or Holding Company from time to time.</p> <p>The Parish Group is currently comprised of the following companies:</p> <ul style="list-style-type: none"><li>• Parish Group Limited (“PGL”) (a company with limited liability registered in Guernsey with registered number 52105)</li><li>• Parish Corporate Services Limited (a company registered in Guernsey with number 52491)</li><li>• Parish Nominees Limited (a company registered in Guernsey with number 52490)</li><li>• Parish Trustees Limited (a company registered in Guernsey with number 52706).</li></ul>
<b>Parties</b>	Means the Contracting Party and the Parish Group.
<b>Registered Office Address</b>	Means the registered office of a company or foundation as required by applicable Law.
<b>Services</b>	Means the Corporate Services and the Trust Services.
<b>Terms and Conditions</b>	Means these standard terms and conditions of business as amended or modified from time to time.
<b>Trust Documentation</b>	Means the documentation of the trust which is the Managed Entity and includes the settlement instrument or declaration of trust and any and all documents ancillary to the trust or which vary or amend the terms of the trust.
<b>Trust Services</b>	<p>Means such of:</p> <p>(i) the management or administration of, or in connection with (whether before and/or including its establishment or after its establishment) a trust or pension arrangement;</p> <p>(ii) providing such ancillary services to the management of the affairs and assets of the trust, or pension (including, without limitation, the provision of trustees, protectors, enforcers and other officers as necessary);</p> <p>(iii) the services referred to in <a href="#">clause 3.5</a> of these Terms and Conditions; and</p> <p>(iv) such other activities as require to be performed in connection with the administration of the affairs of the Managed Entity, as have been agreed in the Letter of Engagement or otherwise in writing between the Parties.</p>

## 1.2 Interpretation

- 1.2.1 Headings in these Terms and Conditions are inserted for convenience only and shall be ignored in construing these Terms and Conditions.
- 1.2.2 Unless the context otherwise requires, words (including definitions) denoting the singular number only shall include the plural and vice versa.
- 1.2.3 Unless the context otherwise requires, words (including definitions) denoting the masculine gender only shall include the feminine or neuter and vice versa.



- 1.2.4 References to statutes and/or statutory provisions shall be construed as referring to such statutes or statutory provisions as subsequently modified or amended from time to time.
- 1.2.5 References to the Parish Group or the Contracting Party shall include a reference to any successor or assigns.
- 1.2.6 The expression “**person**” shall be construed to include any individual person, firm, company, fee earnership, the partners of any partnership (whether unlimited or a limited liability partnership) corporation or any agency of it.
- 1.2.7 “£” and “Sterling” denotes the lawful currency of the United Kingdom.

## 2. PROVISION OF SERVICES

The provision of the Services by the Parish Group is conditional upon it receiving:

- 2.1.1 sufficient funds from the Contracting Party or the Managed Entity to enable it to provide the Services and to be remunerated for the provision of the Services as contemplated in these Terms and Conditions; and
- 2.1.2 such satisfactory professional, bank or other references, proof of Contracting Party identification and address, and evidence of the source of the funds or such other information as the Parish Group shall reasonably require to comply with the Law. It is specifically noted that the Parish Group is required to request, receive, obtain, verify and continually monitor such information in order to comply with the Fiduciary Law.
- 2.2 In providing the Services the Parish Group may be subject to obligations beyond those contained in these Terms and Conditions. Other duties may be imposed either by the constitutional documents of the Managed Entity or by Law (including but not limited to fiduciary duties imposed on trustees or on directors and the obligation on a trustee of a non-purpose trust to act in the best interests of the beneficiaries of that trust) (the “**Outside Duties**”). Notwithstanding the obligations the Parish Group owes to the Contracting Party in the Terms and Conditions these Outside Duties are paramount and in the event of conflict between the Terms and Conditions and the Outside Duties, the Outside Duties shall prevail.
- 2.3 At no time shall a Parish Group company or director, officer or employee of a Parish Group company be expected to break any applicable Law in order to provide the Services.
- 2.4 The Contracting Party hereby acknowledges and accepts that at no time shall the Parish Group be obliged to perform the Services in a manner which will or may tend to bring Guernsey into disrepute as an international finance centre.
- 2.5 Should directions or an order be given to the Parish Group by an applicable court, law enforcement agency, government body or government regulatory body (including but not limited to the Guernsey Financial Services Commission and the Channel Islands Financial Ombudsman) then the Parish Group can comply with such directions or order without being liable to the Contracting Party for the consequences in the Parish Group doing so.
- 2.6 Parish Group will not be held liable for failure to provide the Services (including claims for return of Contracting Party’s monies) if this is not possible due to legal and regulatory obligations outside its control.
- 2.7 Notwithstanding any agreement herein or otherwise reached between the Parish Group and the Contracting Party at no time shall any Parish Group company or employee be required to take any action which may jeopardise any licence issued by the Guernsey Financial Services Commission to any Parish Group company or which may cause censure of any Parish Group company by the Guernsey Financial Services Commission.
- 2.8 The Parish Group is in the business of providing support and services identical or similar to the Services to other managed entities and other contracting parties as the case may be. The Parish Group shall be at liberty to provide support and services of an identical or similar nature to the Services and any other services to any other person without being under any obligation to account for any profit arising thereby or to advise the Contracting Party that the Parish Group is providing such services. Any conflict of interest arising for Parish Group in providing services to different clients will be managed in accordance with [paragraph 10](#) of these Terms and Conditions.



- 2.9 The Services may be provided by any Parish Group company and the Parish Group may in its absolute discretion choose which of the Parish Group companies shall provide the Services to the Contracting Party. Where the Services include the provision of a trustee or protector (where the Managed Entity is a trust) or the provision of director(s) or a company secretary (where the Managed Entity is a company) then upon the Contracting Party's written request to the Parish Group at any time the Parish Group shall inform the Contracting Party as to which Parish Group company is acting as trustee, protector, director or company secretary (as applicable).
- 2.10 The Parish Group may at any time in its sole discretion act or omit to act in relation to the Services (upon so advising if the Parish Group deems it appropriate) and the Parish Group shall not be liable to any person or entity for such exercise of its discretion.
- 2.11 The Parish Group may in its discretion accept either directly or indirectly (from the Contracting Party or any person nominated in writing by the Contracting Party) instructions, advice, recommendations, directions and requests for action that it believes to be genuine, whether received orally or in written form, which shall include email and such instructions, advice, recommendations, directions or requests as may be sent by airmail, post, facsimile or email. Such instructions, advice, recommendations and requests for action shall be given to the Key Contact. If any such advice, recommendations, directions or requests for action are given otherwise than in writing then as soon as is reasonably possible such communication shall be sent to the Key Contact in written form.
- 2.12 Where the Contracting Party is constituted by two or more persons then the Parish Group may accept instructions from any of the persons unless agreed otherwise in writing between the Parties.
- 2.13 The Parish Group's provision of the Services shall commence on such date as is agreed in writing between it and the Contracting Party.

### 3. DETAILS OF SERVICES

- 3.1 Where the Services include the provision of a director to a company or a council member to a foundation, the Parish Group shall arrange the day-to-day administration of the affairs of that company or foundation, and shall be granted control over all the assets of that company or foundation. In the absence of any specific agreement with the Contracting Party or that company or foundation, the Parish Group will maintain such books of account and arrange for the preparation of such financial statements in connection with the affairs of that company or foundation as required by applicable Law. The Parish Group shall ensure compliance by that company or foundation with its constitutional documents.
- 3.2 Where the Services include the provision of a company secretary or company secretarial services to a company, the Parish Group shall:
- (a) conduct day-to-day administration on behalf of that company in accordance with the overall instructions of its directors;
  - (b) maintain the statutory books, corporate records, books of account and the statutory administration of that company appropriately according to applicable Law in order to keep that company in good legal standing at the appropriate company registry (provided that the Parish Group has been provided at all times with cleared funds to enable all necessary statutory fees and taxes to be paid in a timely manner and receives the necessary co-operation of the directors of that company (if not provided by the Parish Group));
  - (c) submit the annual validation for filing with the Guernsey Registrar in accordance with Guernsey Law each year, provided that the Parish Group has been provided with such confirmations and with cleared funds to enable the Parish Group to make the statements in the annual validation and pay the filing fee, taxes and any other applicable fee. It is expressly noted by the Contracting Party that failure by a Guernsey company to promptly submit its annual validation will result initially in the accrual of statutory late filing fees and ultimately may result in legal action being taken to recover lost revenue and the possible removal of the company from the Guernsey register of companies; and



- (d) keep and control the use of the seal of that company where applicable.
- 3.3 Where the Services include the provision of a registered office to a company or foundation, the Parish Group shall:
- (a) for a company registered in Guernsey, provide an address to be used as the registered office of that company in Guernsey;
  - (b) for a foundation registered in Guernsey, provide an address to be used as the registered office of that foundation and submit for filing with the Guernsey registrar such filings as are required by the applicable Law, provided that the Parish Group has been provided with such confirmations and cleared funds to enable the Parish Group to make the statements in the filing and pay the filing fee and any taxes or other applicable fee. It is expressly noted that failure to make the requisite statutory filings may result in detrimental consequences for the foundation; and
  - (c) for a company or foundation not registered in Guernsey, discharge any annual licence and agents' fees and other fees and taxes applicable to keep the said company or foundation in good legal standing in the applicable jurisdiction in accordance with the Contracting Party's instructions (provided such instructions are not superseded by the directors, other officers or officials, as applicable, of that company or foundation), provided that the Parish Group has been provided with cleared funds to pay such fees and taxes.
- 3.4 Where the Services include the provision of nominee shareholders facilities:
- (a) The Parish Group shall provide such nominees as shall be agreed in writing between the Parties to act as registered shareholders of a company; and
  - (b) the Contracting Party shall provide the Parish Group with such reasonable indemnities in respect of the nominees as the Parish Group requires from time to time.
  - (c) such nominees shall vote at general meetings of that company as instructed by the beneficial owner from time to time or, in the absence of specific instruction from the Contracting Party, as seen fit by the Parish Group solely for the purpose of complying with applicable Law and keeping as far as possible that company in good standing.
- 3.5 Where the Services include the provision of a trustee, the Parish Group shall provide trusteeship and administration of the trust assets and affairs of the trust in accordance with the Trust Documentation (as that may be varied or amended).
- 3.6 Where the Services include administration or trustee services in relation to a pension arrangement offering a drawdown facility, it is noted that the lifespan of a member, and the investment performance of the assets held in the scheme are impossible to predict. As a result, once a member has started to draw down benefits from the scheme and depending on the level of benefits paid, the assets may be exhausted before the death of the member.
- 3.7 The Parish Group shall be entitled, in the discharge of the Services, subject to any provisions of the Fiduciary Law, to delegate any aspect or all aspects of the Services to any other person in such manner as the Parish Group sees fit. The Services may, without limitation, be performed by any Parish Group company and any Officer or employee thereof. In the event that the Parish Group delegates any Services it will remain responsible for the provision of the relevant Services under these Terms and Conditions.
- 3.8 The Contracting Party shall ensure that the Parish Group is always provided with:
- (a) current contact details for every director and other officer of any company (except those provided by the Parish Group);
  - (b) current contact details for the founder, every council member and guardian of any foundation;
  - (c) current contact details for every trustee, protector, enforcer, settlor and beneficiary of any trust; and
  - (d) a true, fair and accurate view of the activities of the Managed Entity.



- 3.9 The Parish Group may engage the services of lawyers, accountants, other professional advisers or agents of any kind at the expense of the relevant Managed Entity if and to the extent to which these are deemed appropriate or required by the Parish Group. The costs of the provision of such services shall be borne by the Contracting Party or Managed Entity, as determined by the Parish Group if not agreed in advance in writing between the Parties.
- 3.10 “Short form accounting” comprises an abbreviated statement of assets and capital and income accounts (for trusts) or an abbreviated balance sheet, profit and loss account and statement of reserves (for companies) prepared from accounting records which may rely on summaries of transactions recorded in detail by duly appointed custodians including, without limitation, investment portfolio managers. It is acknowledged that the Parish Group may use short form accounting in respect of the Managed Entity (including foundations) and that short form accounts may not give sufficient detail to enable a full appreciation of all financial transactions occurring in the reporting period. Where accounts require to be audited, such auditing shall be at the expense of the Contracting Party or Managed Entity. The Contracting Party and or Managed Entity shall provide the Parish Group with such information and explanations regarding the accounts as the Parish Group or any auditor may reasonably require to ensure that the audit of the Managed Entity may be satisfactorily completed.
- 3.11 Except where the Parish Group has provided or procured members of the board of directors of a company or the council of a foundation which is the Managed Entity, the Parish Group shall not be bound or required to interfere in the management or conduct of the business of any such company or foundation. The Parish Group does not provide investment advice of any nature. Any comments or views expressed by the Parish Group in connection with investments shall not be construed as investment advice and shall be given without responsibility. In addition, so long as the Parish Group has no actual notice of any act of dishonesty or misappropriation of monies or property on the part of the directors of that company, the Parish Group may leave the conduct of its business (including the payment or non-payment of dividends or distributions) wholly to the directors.
- 3.12 The Parish Group need not diversify the investment of any trust assets or foundation assets, nor shall the Parish Group be liable for the consequences of investing, or keeping trust or foundation assets invested, in the shares or obligations of a single business, company, firm or entity, or in one asset or one type of asset.
- 3.13 The Parish Group shall not be under any duty nor shall they be bound to interfere in the business of any company, firm or entity in which any company, trust or foundation assets are invested and in particular, the Parish Group shall not be under any duty to exercise any control it as the director of a company, trustees of a trust or council members of a foundation as the case may be may have over or to interfere in or become involved in the administration management or conduct of the business or affairs of any such company, firm or entity even if the directors, trustees or council members hold the whole or a majority of the shares carrying the control of the company and (without limiting the generality of the foregoing) the Parish Group shall not be under any duty to exercise any voting powers or rights of representation or intervention conferred on the trustees or council members by any of the shares in respect of such company.
- 3.14 The Parish Group is subject to statutory due diligence obligations and the Contracting Party therefore undertakes to make available to the Parish Group at any time all documents that pertain to the Contracting Party’s or the Managed Entity’s business or where the Managed Entity is a trust or foundation, the assets (and activities in relation to such assets) of that trust or foundation. This applies in particular to documents that the Parish Group requires in order to fulfil its obligations under the applicable Fiduciary Law. This clause shall also apply to all other entities owned or controlled (whether partly or wholly, directly or indirectly) by such Contracting Party or Managed Entity.
- 3.14 Nothing in the preceding provisions of this clause 3, shall cause the Parish Group to act in a manner which is or may be contrary to Law or regulations, be ultra vires the Managed Entity, conflict with any of the provisions of the statutory or governing documents of the Managed Entity or expose the Managed Entity or the Parish Group to any liability or risk of prosecution in any jurisdiction.



## 4. WARRANTIES FROM THE CONTRACTING PARTY

The Contracting Party agrees and expressly warrants:

- (a) that any instructions or requests given to the Parish Group, if complied with, will not cause the Parish Group to infringe any applicable Law or the rules or regulations of any applicable regulatory or governmental authority;
- (b) that all information supplied by or on behalf of or with the knowledge of the Contracting Party to the Parish Group in connection with the Contracting Party, the Managed Entity and the Services before the date hereof and afterwards is and will be accurate and discloses a fair and true picture of the facts to which it relates (to an appropriate extent);
- (c) that all disclosures concerning the structure being established, if any, required by Law will be made;
- (d) that neither the Contracting Party's assets nor any assets to be settled in to the Managed Entity (as applicable) represent the proceeds of any crime nor relate to the funding of terrorism;
- (e) not to sell, exchange or pledge or in any other way dispose of its interest in the Managed Entity without first giving the Parish Group sixty (60) days prior written notice;
- (f) that the Contracting Party is and will be able to meet its outgoings and expenses to third parties as they fall due, is solvent at the date hereof and, notwithstanding the establishment of the Managed Entity, is able to meet its liabilities to existing, actual and contingent personal creditors;
- (g) that all assets transferred to the Managed Entity or to be held by the Parish Group as an asset of a Managed Entity are unencumbered property unless otherwise disclosed to and agreed by the Parish Group in writing; and
- (h) that it shall advise the Parish Group in a timely manner of all changes in address, residence, citizenship, profession or business activity of the Contracting Party and any beneficiaries of a trust (which is the Managed Entity) or beneficial owners of a company (which is the Managed Entity) or of any other changes of which the Parish Group should be aware to enable the Parish Group to comply with any applicable Law.

## 5. INDEMNITIES FROM THE CONTRACTING PARTY AND LIMITATIONS ON THE LIABILITY OF THE PARISH GROUP

5.1 Where the Parish Group provides Services, the Contracting Party, his/her heirs and/or successors, assigns or administrators shall be liable to the Parish Group not only as guarantor but also as principal for:

- (a) the fees charged by the Parish Group for the Services; and
- (b) all disbursements and out of pocket expenses incurred by the Parish Group in performing the Services, including but not limited to all statutory, filing, tax, agency, ancillary and other fees incurred by or in relation to the Managed Entity;

and shall indemnify the Parish Group for and in respect of the fees in the event that such fees cannot be met from the assets of the Managed Entity.

5.2 The Contracting Party agrees that, in addition to any lien or right of security conferred by applicable Law, the Parish Group shall have a lien over all assets, records and papers of the Managed Entity (including the Foundation Documentation and the Trust Documentation) or relating to the trust and in the possession of the Parish Group and the Parish Group's agents whilst any amount due (from fees or otherwise) remains unpaid to the Parish Group. On termination of these Terms and Conditions, if the Contracting Party or Managed Entity omits to take receipt of its assets, records and papers or to arrange for a third party to take receipt of such documents held by the Parish Group on behalf of the Contracting Party or Managed Entity, the Parish Group shall be authorised to deposit such documents at a depository in Guernsey at the Contracting Party's or Managed Entity's expense (as to which shall be in the Parish Group's discretion) and the Parish Group shall be discharged from all and any liability in regard to the preservation of such documents.



- 5.3 The Parish Group shall not be obliged to incur any expense due to any third party or to commence any legal action on behalf of the Contracting Party or the Managed Entity unless fully indemnified in a form and amount satisfactory to the Parish Group for such expenses and other costs and liabilities.
- 5.4 The Contracting Party hereby covenants with the Parish Group, and as a separate covenant with the Parish Group as trustee for the Indemnified Parties, that it will at all times fully and effectually indemnify and hold harmless each corporate entity which forms part of the Parish Group and each of the Indemnified Parties against any and all Liabilities whatsoever for and in respect of which the Parish Group or the Indemnified Party may be or become liable:
- (a) in connection with the performance of the Services save that such indemnity shall not extend to acts or omissions amounting to fraud, wilful misconduct or gross negligence on the part of the Parish Group or the Indemnified Party;
  - (b) in connection with any loss of profit or other adverse consequence (including, without limitation, any consequential, special, indirect or exemplary damages, costs or losses or damages, costs or losses attributable to lost profits or opportunities) sustained by the Contracting Party or the Managed Entity, the assets of the Contracting Party or the Managed Entity or the Contracting Party or the Managed Entity arising in the situations contemplated in clause 5.5 below; and
  - (c) howsoever arising as a result, whether directly or indirectly, of the Parish Group accepting in good faith instructions or requests given by letter, telephone, facsimile, e-mail or any other means of communication whether or not authenticated or confirmed in writing.
- 5.5 The Parish Group and the Indemnified Parties shall, to the extent permitted by Law, not be liable for loss or loss of profit or other adverse consequences including, without limitation, any consequential, special, indirect or exemplary damages, costs or losses or damages, costs or losses attributable to lost profits or opportunities, suffered by the Contracting Party, the Managed Entity, the assets of the Managed Entity or the Contracting Party arising out of:
- (a) the holding or sale of any investment by the Managed Entity;
  - (b) the holding or sale of any investment which forms or formed an asset of the Managed Entity; or
  - (c) failure to act, error of judgement, oversight or mistake in Law on the part of the Parish Group or any duly appointed adviser or agent of the Parish Group providing the Services.
- 5.6 With regard to telephone, facsimile, e-mail or other instructions or requests not in writing the Parish Group shall be entitled to rely on such instructions or requests and the indemnity provided to the Parish Group under this clause 5 shall cover any error or discrepancy arising therefrom including any conflict between the Parish Group's interpretation of such instructions or requests and any subsequent confirmation in writing.
- 5.7 The Contracting Party shall, through the Managed Entity or otherwise, bear any loss or damage which results from the reliance by the Parish Group upon any false, contradictory, forged or otherwise legally deficient advice, recommendation or request for action apparently from the Contracting Party or apparently from any person nominated by the Contracting Party as referred to above. Loss or damage shall include, but not be limited to, any fees incurred in taking advice from or otherwise instructing any professional adviser in connection with such false, contradictory, forged or otherwise legally deficient advice, recommendation or request for action whether in connection with the Managed Entity or in connection with the Parish Group's obligations (whether legal or otherwise) or protecting its reputation.
- 5.8 The indemnities in this [clause 5](#) are in addition to the indemnities contained (where the Managed Entity is a trust) within the Trust Documentation or (in the case of a Managed Entity other than a trust) in the memorandum and articles of association, charter, articles, partnership agreement, limited partnership agreement, limited liability partnership agreement or other constitutional documents or (in all cases) given by a third party (including but not limited to the beneficiaries, beneficial owners, shareholders, directors or council members of the Managed Entity).



5.9 Where the Parish Group considers that the indemnities provided under these Terms and Conditions are insufficient and requests further indemnities or security from:

- (a) the Contracting Party, then the Contracting Party shall negotiate with the Parish Group in good faith with the intent either that the Parish Group shall be provided with such indemnities or other security as the Parish Group requires or that the Parish Group be satisfied that such additional indemnity or security is not required;
- (b) any other person (including, for the avoidance of doubt but not limited to, a corporate person) then the Contracting Party will use its best endeavours to obtain such indemnities or security as the Parish Group reasonably requires from such third party.

Until such further indemnities are given, security is provided or the Parish Group is satisfied that such further indemnities or security is not needed the Parish Group shall not be required to perform any of the Services if, in its absolute discretion, it considers such performance exposes it to Liabilities against which is it not sufficiently indemnified.

5.10 Where the Contracting Party is comprised of two or more persons then the liability of such persons shall be joint and several with the other(s) meaning that if there is a default by a Contracting Party or a Contracting Party otherwise fails to meet its obligations under these Terms and Conditions then each other person comprising the Contracting Party will be liable to the full extent of the failure or default of that Contracting Party's liability.

5.11 The Parish Group shall not be responsible for any loss suffered by or damage to the Contracting Party, the Managed Entity or any other party or property in the possession of such party or for any failure to fulfil its duties hereunder if such loss, damage or failure is caused by or directly or indirectly due to war damage, enemy action, the act of any government or other competent authority, riot, civil commotion, rebellion, storm, tempest, accident, fire, lock-out, strike or other cause whether similar or not beyond the control of the Parish Group provided that the Parish Group shall use all reasonable efforts to minimise the effects of the same.

5.12 Other than where the Parish Group has breached any duties which cannot be contracted out of or which are imposed on it by Law arising out of the Parish Group acting as directors of a Managed Entity company or trustee of a Managed Entity trust, the Parish Group will not be liable for any default or negligence on the part of a professional services firm, adviser, consultant or agent engaged or instructed by the Parish Group on the Contracting Party's behalf.

5.13 To the extent permitted by Law, the maximum liability of the Parish Group for any losses, costs or damages for breach of contract, breach of trust, negligence or otherwise (other than fraud) arising out of or in connection with the provision of the Services is limited to a sum not greater than 5 times the Parish Group's current annual fee applicable in relation to the Services provided, except that, where the Parish Group is acting as trustee of a Managed Entity that is a trust, its liability to any beneficiary of that trust shall be governed by the trust documentation of that Trust.

5.14 The provisions of this [clause 5](#) are without prejudice to any other limitation on liability or indemnity and shall remain in full force and effect notwithstanding the termination of the Services and shall continue in full force and effect for the benefit of the Parish Group and any Indemnified Party notwithstanding that the Indemnified Party is no longer an Officer, employee of or person appointed by the Parish Group.

## 6. COSTS, FEES AND DISBURSEMENTS

6.1 The Contracting Party shall be liable to pay all fees to the Parish Group for the Services in accordance with:

- (a) Such scale and/or terms as has been agreed between the Parties in the Letter of Engagement or any superseding written agreement; or



# PARISH GROUP

- (b) In the absence of such agreement, the Parish Group's standard scale of fees as amended and notified to the Contracting Party from time to time (for the avoidance of doubt, the Parish Group may amend such provisions without seeking consent).
- 6.2 Fees under either scale may be incurred on an agreed fixed fee basis for certain specified projects and/or fixed annual responsibility fees (sometimes referred to as "annual responsibility fees").
- 6.3 Charge out rates on a time spent basis vary depending upon the level of experience and professional qualification of the staff and may also vary depending on the nature of the work. Details of the Parish Group's rates on a time spent basis are available on request (the Parish Group reserves the right to vary these from time to time in accordance with any new scale in force).
- 6.4 Where no fixed fee has been agreed or fees for a particular matter are not covered by the letter of Engagement or any subsequent superseding agreement as to fees (for example, if the Parish Group is asked to undertake additional, unusual or onerous further tasks), fees will be incurred on a time spent basis. The Parish Group reserves the right to require from the Contracting Party its agreement in advance to a higher fee rate where the matter is of particular importance and urgency requiring the Parish Group staff to work out of office hours.
- 6.5 Liability for the Parish Group's fees commences from the moment that the Parish Group is instructed. Fees for work carried out by the Parish Group but not invoiced prior to any termination of the Agreement will continue to be payable as set out in this clause and will be subject to a minimum termination charge of £1,000. This includes (but is not limited to) fees incurred by Parish Group in any termination (for whatever reason), transfer out process to another provider of Services or such other fees incurred by Parish Group in the cessation of their services. These fees equally will be subject to a minimum charge of £1,000. If a fixed fee was agreed, the Parish Group in its sole discretion reserves the right to charge the full amount of the fee that would otherwise have been payable or instead fees for time spent prior to the termination, calculated on a time spent basis, subject to a minimum charge of £1,000. Where fixed annual responsibility fees have been paid in advance and the services or arrangements are terminated during the year, any refund of such fees shall be at the Parish Group's discretion, as shall the basis of calculating any refund which the Parish Group agrees to make. External costs will be charged in addition and funds may be retained to meet such anticipated termination fees and external costs.
- 6.6 Where an estimate of fees is requested and given, it is only an indication of the amount anticipated as being the likely charge and shall not be regarded as an agreed fee for the work or transaction, unless specifically confirmed in writing by a director of the Parish Group.
- 6.7 The Contracting Party shall ensure that the Parish Group is reimbursed for all disbursements and out of pocket expenses incurred by the Parish Group on behalf of the Managed Entity, the Contracting Party or in performing the Services.
- (a) Disbursements incurred will be added to the applicable interim or final invoice rendered.
- (b) By instructing the Parish Group to provide the Services the Contracting Party authorises the Parish Group to incur reasonable expenses on its behalf which the Contracting Party agrees to reimburse.
- (c) Depending upon the matter in question, the Parish Group may request a payment on account of future costs to be incurred. For the avoidance of doubt, where such a request has been made but the Parish Group has not received payment in cleared funds, it shall not be obliged to provide the relevant Services.
- (d) Disbursements may include, but are not limited to, filing fees, court fees, registration fees, document taxes, courier fees and publication costs. As a general policy the Parish Group does not charge for administrative services such as photocopying. However, in the event that the Parish Group is required to dedicate a significant amount of administrative resources to an individual matter, the Parish Group reserves the right to charge for such administrative services.
- (e) In circumstances where the Parish Group instructs counsel (Guernsey or otherwise) or other advisors on the Contracting Party's behalf, it may, in its sole discretion, choose to do so as agent on the Contracting Party's behalf and on the basis that such counsel or advisor's fees will not be met by the Parish Group or included as disbursements on the Contracting Party's invoice. Where this is the case, the Contracting Party will be



responsible for the settlement of such fees directly with counsel and/or advisors as the case may be. Otherwise, such fees will be treated as disbursements payable by the Contracting Party in accordance with this [clause 6.7](#).

- (f) The Parish Group shall be under no obligation to pay disbursement costs on behalf of a client and may choose not to do so unless and until it has been put in funds.
- 6.8 Where the Parish Group is providing Corporate Services to a foundation or Trust Services it may, to the extent permitted by the Foundation Documentation or the Trust Documentation and applicable Law, be remunerated or reimbursed out of the assets of the foundation or the trust as applicable without the prior consent of the Contracting Party and the Contracting Party hereby acknowledges this.
- 6.9 Subject to [clause 6.8](#), it is intended that the Parish Group's fees and the reimbursement under this [clause 6](#) shall be paid by the Contracting Party or on behalf of the Managed Entity but where they are not so paid then the Parish Group shall be entitled to settle these from the assets of the Managed Entity. No notice will be given of such set off made or to be made. To the extent the Managed Entity does not meet any payment or any payment in full then the Contracting Party shall remain liable to pay such outstanding amount of remuneration and reimbursement not only as guarantor but as principal in accordance with [clause 5.1](#) of these Terms and Conditions. Unless otherwise agreed in writing between the Parties, the Contracting Party shall maintain or procure that a minimum balance of sufficient account is maintained either in an account held with the Parish Group or in an amount held with the Managed Entity for the purpose of meeting all fees, disbursements or expenses payable by the Managed Entity.
- 6.10 The Contracting Party waives any and all rights it may have under the *droit de division* and the *droit de discussion* (being customary Guernsey Law rights) in respect of payments due under these Terms and Conditions.
- 6.11 Unless the Parish Group agrees to the contrary in writing, the Parish Group will render regular interim invoices for the Parish Group's fees and disbursements, usually on a quarterly basis in arrears. In addition, where the Parish Group has agreed fixed annual responsibility fees, these will be invoiced and payable annually in advance. All invoices are payable when rendered. Interest at a rate of 3% above the base-lending rate of the Bank of England may be charged at the Parish Group's discretion on unpaid invoices.
- 6.12 In the event that any monies due to be paid to the Parish Group by the Contracting Party or the Managed Entity remain unpaid for a period of 90 days of the issuing of the invoice, the Contracting Party or the Managed Entity shall be obliged to pay, on a full indemnity basis:
- (a) all legal costs incurred by the Parish Group resulting from the institution of legal proceedings against the Contracting Party or the Managed Entity by the Parish Group for the recovery of any monies due; and
  - (b) interest may be charged at the Parish Group's discretion on any sum invoiced and outstanding, such interest rate to be three per centum (3%) per month over the base-lending rate of the Bank of England, backdated to the date of the invoice compounded monthly.
- 6.13 Should any fee due by the Contracting Party or Managed Entity be unpaid for a period of 90 days, such debt (together with interest as provided in [clause 6.12](#)) shall be deemed to be a debt due jointly and severally by the Contracting Party and the Managed Entity and the Parish Group shall be entitled to procure that the Contracting Party or Managed Entity pays such debt to the Parish Group including the realisation of the assets of the Managed Entity.
- 6.16 Should any fees or other amounts owing by the Contracting Party or Managed Entity not be paid by the agreed date and as a result statutory penalties or fines are incurred by the Managed Entity these shall be for the account of the Contracting Party or the Managed Entity and no liability whatsoever shall accrue to the Parish Group for such payment or for any consequences arising as a result of non-payment except in the case of the Parish Group's neglect. The Parish Group is under no obligation whatsoever to advance sums to pay third party expenses where invoices to the Contracting Party or Managing Entity in respect of those services have not been paid.



# PARISH GROUP

- 6.17 The Parish Group shall be entitled to be paid by the Contracting Party or the Managed Entity in connection with transactions other than the provision of the Services.
- 6.18 Furthermore, the Parish Group shall be entitled to its normal profit in respect of any services or transactions, which do not form part of the Services, carried out for or on behalf of the Contracting Party or the Managed Entity.
- 6.19 If any amounts (fees, duties, charges or otherwise) payable under these Terms and Conditions are not paid within two months of becoming due then the Parish Group shall not be under any further obligation, save as required by Law, to provide the Services or to keep the Managed Entity in good standing.
- 6.20 In the absence of manifest error the amounts set out in the Parish Group's invoice as being due to the Parish Group under these Terms and Conditions shall be conclusive.
- 6.21 In the event of any conflict between the Terms and Conditions and the terms of any written agreement with the Contracting Party, the written agreement where dated after the date of the Letter of Engagement will prevail save that an existing written agreement that is silent on any matter found in the Terms and Conditions and Conditions is not considered a conflict.
- 6.22 There is at the date of the Letter of Engagement no value added tax on the provision of the Parish Group's services in Guernsey.
- 6.23 The Parish Group's charges are net of any bank charges and withholding taxes. If the Contracting Party is compelled to make any such deductions from payment on account of such charges or taxes, the Contracting Party must gross up the payment so the Parish Group receives the full amount stated in the invoice.

## 7. CLIENT MONIES

- 7.1 Where practicable, the Parish Group will assist all Managed Entities in setting up their own bank accounts over which the Parish Group will have control of day to day transactions, unless otherwise agreed with the Contracting Party.
- 7.2 Where the Contracting Party's money is accepted by the Parish Group and no account has been set up on the Contracting Party's or Managed Entity's behalf by the Parish Group in accordance with [Clause 7.1](#) above, the money will be held by the Parish Group on trust for the Contracting Party or Managed Entity in a specially designated client account.
- 7.3 The Parish Group's current clearing bank is Barclays in Guernsey, though the Parish Group reserves the right to change the Parish Group's clearing bank without notice. Any funds of the Contracting Party held on the client account will be paid into, and held by, Barclays Bank in Guernsey (or any other clearing bank which the Parish Group uses), unless the Contracting Party otherwise specifies. The Parish Group accepts no liability as to the performance of whichever bank holds the funds.
- 7.4 Interest will be allocated to the Contracting Party's money held in the client account where it is received from the clearing bank.

## 8. LEGAL, TAXATION AND REGULATORY MATTERS

- 8.1 The Contracting Party acknowledges that it has been advised by the Parish Group to take independent legal, taxation and regulatory advice:
- (a) prior to accepting these Terms and Conditions; and



- (b) in relation to the Managed Entity and any larger structure to which the Managed Entity relates or otherwise is connected or associated with,

and that it has taken such advice or has freely declined to do so but has carefully read and considered the Letter of Engagement (including the Schedules to it), and these Terms and Conditions (and any documentation of the Managed Entity including, if applicable, any Trust Documentation or Foundation Documentation whether in draft or executed form) including in particular the terms of the indemnities contained in these Terms and Conditions. The Contracting Party shall continue to acquaint itself with any legal, tax or regulatory obligations it may continue to have during the time that the Services are provided under these Terms and Conditions and notify the Parish Group of any changes to such obligations which it wishes the Parish Group to take account of in its provision of the Services.

- 8.2 No Parish Group company provides, nor shall it provide, investment advice. Where investment advice is required in relation to or by any Managed Entity then that advice must be obtained from a third party investment manager who shall not be a Parish Group company nor an employee. Where a third party investment manager is engaged on matters relating to the Contracting Party or to the Managed Entity then the Parish Group may relay the advice received from such investment manager but at no time shall the Parish Group be deemed to be giving such advice nor confirming it as being sound. This clause does not affect any obligations the Parish Group may have under Law as regards the Parish Group's duties as trustee to supervise the performance of investment managers.
- 8.3 The Parish Group cannot advise the Contracting Party upon the merits of any transaction that the Contracting Party may be entering into and the Contracting Party will be responsible for any commercial decisions the Contracting Party makes.
- 8.4 The Contracting Party confirms that it has not been provided with any legal, taxation, regulatory or investment advice or advice in relation to the Managed Entity by the Parish Group or its agents or advice in relation to the merits of any transaction.
- 8.5 The Parish Group does not offer legal, tax or regulatory advice and at all times the Contracting Party and the Managed Entity (and beneficiaries, beneficial owners, council members or Officers as the case may be) must rely on their own legal, tax and regulatory advice.
- 8.6 If the Parish Group draws to the attention of the Contracting Party or the Managed Entity (or the beneficiaries, beneficial owners, council members or Officers as the case may be) that a course of action or refraining from a course of action may or may not have tax, legal or regulatory implications then such communication by the Parish Group shall not be considered tax, legal or regulatory advice and shall not be relied upon by the recipient of such communication. The recipient shall obtain such other tax advice as it considers necessary in these circumstances.
- 8.7 The Parish Group accepts no liability whatsoever for the tax consequences of actions it takes in respect of the Managed Entity and the provision of the Services.
- 8.8 Upon:
- (a) any change in circumstances of the Contracting Party or the beneficiaries, beneficial owners, council members or officers of the Managed Entity;
  - (b) any distribution from the trust being effected; or
  - (c) other activities being undertaken with resulting tax or adverse legal implications,

the Contracting Party shall (if the Contracting Party deems it necessary) instruct the Parish Group on making any necessary reporting and undertaking all other actions in order to comply with the requirements of any applicable Law or any relevant tax, regulatory or governmental authority. The Parish Group will not be responsible for any compliance with reporting or filing requirements (whether for tax or legal purposes, or otherwise) in relation to the Managed Entity other than where the Parish Group has a statutory obligation or has expressly agreed to do so in writing.



## 9. TERMINATION

9.1 The Agreement shall continue in force until terminated:

- (a) by either party giving to the other not less than ninety (90) days' notice in writing (unless a shorter period is agreed); or
- (b) by the Parish Group immediately upon an Event of Default.

9.2 Where the Agreement is terminated by the Parish Group upon an Event of Default, the Parish Group shall as soon as reasonably practicable following the Parish Group becoming aware of the Event of Default, confirm in writing to the Contracting Party the termination of the Agreement and the effective date of such termination.

9.3 Upon termination of this Agreement for any reason:

- (a) the Contracting Party shall immediately pay to the Parish Group all of the Contracting Party's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted (including any termination fee payable in accordance with [clause 6.5](#)), the Parish Group may submit an invoice, which shall be payable immediately on receipt; where the Parish Group in its sole discretion in accordance with [clause 6.5](#), decides to refund to the Contracting Party an amount in relation to a fixed annual responsibility fee already paid, the Parish Group shall remit such refund to the Contracting Party as soon as reasonably practicable following its decision to make that refund; and
- (b) where the Corporate Services include the provision of a director or a company secretary the Parish Group will promptly take all steps necessary to effect the resignation of such director or company secretary (such resignation to be effective contemporaneously with the cessation of the provision of Corporate Services) in accordance with the constitutional documents of the company and applicable Law; and
- (c) where the Parish Group provides either Corporate Services to a foundation or Trust Services then these Terms and Conditions shall cease (in relation to the provision of those Services) upon the Parish Group ceasing to provide such Services, such cessation being in accordance with the terms of the Trust Documentation or Foundation Documentation and applicable Law.

9.4 Upon cessation of the provision of the Corporate Services and subject to the terms hereof and provided it is not prohibited from doing so by applicable Law the Parish Group shall deliver to the Contracting Party or to such other party as the Contracting Party instructs the records of the Managed Entity held by the Parish Group and its agents, provided that the Parish Group shall be entitled at the expense of the Contracting Party to make or have made and keep copies of such of the records as the Parish Group wishes or as the Parish Group is obliged to keep by applicable Law.

9.5 Upon the termination of the Parish Group's involvement in the affairs of the Managed Entity:

- (a) The Parish Group may arrange payment of any amounts due to it in respect of the provision of Services up to and including the date of termination from the assets of the Managed Entity, or otherwise exercise a right of lien over such assets, notwithstanding that it may have been the practice of the Contracting Party to meet such fees and expenses;
- (b) The Parish Group shall cause its Officers, employees and appointees to resign from all positions of the Managed Entity;
- (c) Where the Managed Entity is other than a trust or foundation, the Parish Group shall be entitled to transfer or procure the transfer of the Managed Entity into the sole name of the Contracting Party and thereupon the Parish Group shall be under no further obligation to provide management or administrative services to the Managed Entity or to maintain the same in good standing; and the Contracting Party shall be responsible for providing replacement directors and other Officers as necessary who are eligible to act; and



(d) Where the Managed Entity is a trust or foundation, the Contracting Party shall find a suitable replacement for the Parish Group as trustee, protector, council member, guardian, resident agent or administrator as necessary. Should the Contracting Party fail to provide such replacement within sixty (60) days then the Parish Group may find such a replacement (which includes making an application to a court in any jurisdiction) and, on behalf of (but without reference to) the Contracting Party, enter into agreement with such replacement as to the provision of the Services and payment therefor.

9.6 Subject to the terms of the relevant Trust Documentation or Foundation Documentation the Parish Group shall be entitled to, and where appropriate the Contracting Party shall procure without delay, an express indemnity from the continuing and/or new trustees, directors, council members or administrators in a form acceptable to the Parish Group against all fiscal liabilities and all other liabilities whatsoever for which the Parish Group and any other of the Indemnified Parties may be or become liable as provider of, or in connection with the provision of, the Services to the Managed Entity.

9.7 The Parish Group shall retain documents of the Managed Entity in its possession for the period prescribed by the Law. After such period has elapsed the Parish Group shall be free to dispose of any documents as it thinks fit without further reference to the Contracting Party.

9.8 These Terms and Conditions shall remain in force, subject to the foregoing provisions or unless modified in writing by the Parties hereto.

## 10. CONFLICTS

10.1 The Parish Group provides a wide range of services to a large number of clients and whilst the Parish Group has procedures in place to try to manage, if possible, or otherwise address any conflict of interest. It is possible that a conflict of interest may arise as a result either between:

- (a) the Contracting Party and the Parish Group; or
- (b) the Contracting Party and another of the Parish Group's clients, client companies or other Managed Entity.

10.2 If the Parish Group becomes aware, or are notified of a possible conflict of interest, the Contracting Party shall be notified as appropriate and procedures will be put in place to ensure confidentiality and manage or address any conflict, which may if Parish Group considers it necessary in the circumstances, involve Parish Group ceasing to provide the Services.

10.3 PGL shall not retain any commission, retrocession or fee which is paid or has become payable to PGL notwithstanding that such reasonable commission, retrocession or fee is payable as a direct result of this appointment or any dealing with property which is or may become associated with this appointment. Any such commission, retrocession or fee received by PGL shall be credited to the Contracting Party and / or Managed Entity, as appropriate.

## 11. COMPLAINTS

11.1 Both the Parish Group and the Contracting Party shall use all reasonable endeavours to negotiate in good faith and settle amicably any dispute arising from or in connection with these Terms and Conditions and the Letter of Engagement (including the Schedules to that letter).

11.2 Where this it is not possible to resolve the dispute through liaison with the Key Person, a Contracting Party may use the Parish Group [Parish Group Internal Dispute Resolution Procedure for Corporate Services and Fiduciary Services](#) in place from time to time. The version of this applicable at the date of the Letter of Engagement is attached at the appendix to these Terms and Conditions, but this may be amended from time to time by the Parish Group.



PARISH  
GROUP

## 12. COMMUNICATION

- 12.1 Subject to the requirements of [clause 19](#) (notices for the purposes of these Terms and Conditions), the Parish Group will communicate with the Contracting Party by way of letter, e-mail, telephone or any combination of the above at the address or number last given to the Parish Group by the Contracting Party in communication generally. The Parish Group assumes that the Contracting Party is willing to receive all general correspondence sent by e-mail. The Contracting Party will inform the Parish Group if it has specific confidentiality requirements, such as a requirement for encrypted e-mails. The cost of setting up any encryption facility on the Parish Group's system may be added as a disbursement at the Parish Group's discretion.
- 12.2 Should the Contracting Party not wish the Parish Group to communicate with it via any particular method, it must instruct the Parish Group accordingly.
- 12.3 Where the Contracting Party has provided an e-mail address to the Parish Group, it agrees that the Parish Group may send notices required to be sent to it in writing under the Terms and Conditions to the Contracting Party to that e-mail address. It is the Contracting Party's responsibility to ensure that the Contracting Party notifies the Parish Group of any changes to that e-mail address.
- 12.4 The Parish Group reserves the right to record telephone calls.

## 13. STORAGE OF CLIENT DOCUMENTS

- 13.1 After the completion of any matter, the Parish Group is entitled to retain all papers and documents which have come into existence in the course of the Parish Group acting for the Contracting Party until all fees and disbursements have been settled in full.
- 13.2 Thereafter, the Parish Group will keep all documents, correspondence, memoranda and notes which have been created in the course of the provision of the Services and ancillary services for such period as the Parish Group considers being appropriate. The Parish Group reserves the right, but has no obligation to make electronic copies of any such documents, correspondence, memoranda and notes and save for original signed documents, the Parish Group reserves the right to destroy such documents.
- 13.3 Should the Parish Group need to retrieve files from storage, either in relation to new instructions to act for the Contracting Party (where the archived files are relevant) or where the Contracting Party has asked the Parish Group to retrieve specific documents or papers, the Parish Group reserves the right to charge for such services.

## 14. COPYRIGHT

- 14.1 All correspondence, files and records (other than statutory corporate records) and all information and data held by the Parish Group on any computer system is the sole property of the Parish Group for its own use and the Contracting Party acknowledges that the Contracting Party has no right of access or control over such information.
- 14.2 The Parish Group website ([www.parish-group.com](http://www.parish-group.com)) and all material contained in it provides general information only. None of its content constitutes legal or professional advice and it should not be relied upon as such. The Parish Group does not accept responsibility for any loss which may arise from reliance on information contained in this website. The Parish Group does not guarantee that documents or files within the Parish Group's website are virus-free. As such, the Parish Group accepts no liability or responsibility for any loss or damage, however caused, by any virus. The Parish Group strongly recommends that the Contracting Party uses virus-checking software when using Parish Group's website. In addition, the Contracting Party is responsible for virus-checking any document or file attachment that the Contracting Party sends to the Parish Group via the website. The Parish Group is not responsible for the content or privacy policies of any external internet websites linked to the Parish Group's website. The Parish Group does not endorse any information contained in any external internet sites and the links



on the Parish Group's website do not imply any association by the Parish Group with the policies of the organisations responsible for such websites.

## 15. DISCLOSURE

15.1 The Parish Group shall not divulge or use for the Parish Group's own benefit any confidential information which the Parish Group may obtain in relation to the Contracting Party's affairs, except where required in the proper discharge of the Parish Group's duties under these Terms and Conditions or to any person to whom the Parish Group has properly delegated any of the Parish Group's functions to enable the Parish Group to perform the Parish Group's duties diligently and properly.

15.2 Notwithstanding the provisions set out in [Clause 15.1](#) above, the Parish Group may disclose information which would otherwise be confidential if, and to the extent that it is:

- (a) required by Law;
- (b) required or reasonably requested by any securities exchange, listing authority or regulatory or governmental body to which the Parish Group, the Contracting Party or the Managed Entity is subject or submits, wherever situated whether or not the requirement to provide the information has the force of Law;
- (c) disclosed to the Contracting Party's professional advisers, auditors and bankers;
- (d) information which has come into the public domain through no fault of the Parish Group, where such information as was in the Parish Group's possession prior to the date it was obtained in connection with the Services rendered under these Terms and Conditions, or where such information was obtained or independently developed by the Parish Group on a non-confidential basis.

## 16. CLIENT DUE DILIGENCE AND ANTI-MONEY LAUNDERING

16.1 As part of the Parish Group's take on procedures and to comply with the relevant legislation, the Parish Group will be required by The Guernsey Financial Services Commission to obtain information and documentation to identify and verify the Contracting Party's identity and certain persons connected to the Contracting Party and the Managed Entity as required by the [Countering Financial Crime and Terrorist Financing](#) handbook as published by the Guernsey Financial Services Commission . The Parish Group will inform the Contracting Party of what evidence, documentation and/or information the Parish Group requires from time to time.

16.2 The Contracting Party agrees that if such evidence, information and/or documentation is not made available to the Parish Group when required, by and in a form acceptable to us, the Parish Group may without any liability terminate the engagement with the Contracting Party with immediate effect. The time at which such information and documentation is required and the form in which it shall be delivered to the Parish Group shall be determined by the Parish Group in its absolute discretion.

16.3 The Contracting Party acknowledges that the Parish Group operates under a regulatory regime designed to prevent money laundering and the financing of terrorism and proliferation of weapons of mass destruction. As a consequence thereof the Parish Group is at times restricted as to how the Parish Group operates. At no time shall the Parish Group be required to breach such regulatory regime and Laws. The performance of the Services may also be effected or restricted by directions issued by a law enforcement, regulatory or other governmental agency and therefore the Parish Group may be unable to perform the Services as the Contracting Party wishes. In such



circumstances the Parish Group shall not be liable for any losses to the Contracting Party or to the Managed Entity as a result of;

- (a) the manner of performing the Services, or
- (b) the Parish Group's failure to perform the Services as a result of such regime or the directions issued to the Parish Group there under.

16.4 The Parish Group is and is required to be licensed by the Guernsey Financial Services Commission under the Fiduciary Law. The Parish Group is authorised to carry on by way of business all fiduciary activities regulated under the Fiduciary Law. The Parish Group companies each have full fiduciary licences under Section 6 of the Regulation of Fiduciaries, Administration Businesses and Company Directors, etc. (Bailiwick of Guernsey) Law, 2020 to provide Corporate and Trust Services.

16.5 The Parish Group is obliged to comply with the terms of the Fiduciary Law, legislation ancillary to the Fiduciary Law and certain codes of practice. Additionally, the Parish Group is obliged to comply with other Guernsey Law requirements including anti-money laundering legislation, proceeds of crime legislation and financing of terrorism legislation. At no time in the course of providing the Services shall the Parish Group or any Officer or employee of the Parish Group be required to act or refrain from acting in such a matter as to breach the requirements of any applicable Guernsey or other Law (including but not limited to those referred to in the preceding sentence) or take any actions which might jeopardise any license granted by the Guernsey Financial Services Commission. Any fees, charges or expense incurred by the Parish Group in respect of any work that the Parish Group undertakes in order to comply with its third parties obligations with regard to anti-money laundering and other regulatory requirements shall be reimbursed by the Contracting Party or Managed Entity.

## 17. COMPLIANCE WITH RELEVANT REQUIREMENTS

17.1 The Contracting Party shall:

- a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010 (the "**Relevant Requirements**");
- b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- c) have and shall maintain in place policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and clause 22b), and will enforce them where appropriate;
- d) promptly report to the Parish Group any request or demand for any undue financial or other advantage of any kind received by the Contracting Party in connection with the performance of the Services;
- e) immediately notify the Parish Group (in writing) if a foreign public official becomes an officer or employee of the Contracting Party or acquires a direct or indirect interest in the Contracting Party (and the Contracting Party warrants that it has no foreign public officials as Officers, employees or direct or indirect owners at the date of the Letter of Engagement).

17.2 The Contracting Party shall ensure that any person associated with the Contracting Party who is performing services does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Contracting Party in this clause 18 (the "**Relevant Terms**"). The Contracting Party shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Parish Group for any breach by such persons of any of the Relevant Terms.



17.3 Breach of this [clause 17](#) shall be deemed a material breach constituting an Event of Default for the purposes of [clause 9.1\(b\)](#).

17.4 For the purpose of this [clause 17](#), the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this [clause 17](#) a person associated with the Contracting Party includes but is not limited to any director, officer, employee or contractor.

## 18. MISCELLANEOUS PROVISIONS

18.1 No failure or omission on the part of the Parish Group to exercise, and no delay on its part in exercising, any right or remedy under these Terms and Conditions or provided by law will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.

18.2 Where the Contracting Party comprises of more than one person:

- a) each such person hereby appoints the other such person(s) to act as his agent to exercise full power and authority in connection with the Services on his behalf; and
- b) the obligations and liabilities of the Contracting Party in connection with these Terms and Conditions shall be joint and several and all obligations, covenants, agreements, undertakings, representations and
- c) warranties made pursuant to these Terms and Conditions are entered into, agreed, given or made jointly and severally by those persons comprising the Contracting Party.

18.3 The rights and remedies provided in these Terms and Conditions are cumulative and not exclusive of any rights or remedies provided by Law or otherwise.

18.4 Any provision of these Terms and Conditions which is held invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability shall not invalidate or render unenforceable such provisions in any other jurisdiction.

18.5 Neither the Contracting Party nor the Managed Entity shall use, nor cause nor permit to be used, directly or indirectly, the Parish Group name in any text or document or promotional literature without the prior written consent of the Parish Group.

18.6 Subject to and save as a consequence of any disclosure made under [Clause 18.12](#), neither of the Parties shall do or commit any act, matter or thing which would or might bring into disrepute in any manner the business or reputation of the other Party.

18.7 Notwithstanding any other provision of these Terms and Conditions, at no time shall the Parish Group be required by the Contracting Party or the Managed Entity in connection with the provision of the Services to break any



applicable Law or direction from, to not adhere to any code of practice issued by, any regulatory, statutory or governmental authority.

- 18.8 Where any of the obligations of the Parish Group under these Terms and Conditions requires a licence from the Guernsey Financial Services Commission (or other applicable regulator) in order for the Parish Group to lawfully fulfil those obligations then such obligations shall be binding on and may be fulfilled by only those members of the Parish Group who hold the requisite license.
- 18.9 The Contracting Party may not assign its rights or obligation under these Terms and Conditions without the written consent of the Parish Group who may in its absolute discretion withhold such consent. The Parish Group may assign any or all of its rights and obligations under these Terms and Conditions and need not obtain the consent of the Contracting Party to such assignment.
- 18.10 The Contracting Party acknowledges that the Parish Group is required by Guernsey Law to behave towards regulators in an open, honest and co-operative manner and is required to make disclosures on the occurrence of certain events.
- 18.11 The Contracting Party further acknowledges that in providing the Services the Parish Group will have obligations to third parties, including but not limited to beneficiaries of a trust or shareholders of a company. Where the Parish Group's obligations to such third parties conflict with the Parish Group's obligations under these Terms and Conditions then the Parties shall, in good faith and promptly, negotiate to resolve a course of action. Nothing in these Terms and Conditions shall be deemed to require the Parish Group to break its fiduciary and/or corporate governance obligations arising out of the provision of the Services and, in the absence of resolution between the Parties as to the course of action, the fiduciary and/or corporate governance obligations shall prevail over these Terms and Conditions.
- 18.12 The Contracting Party shall promptly notify the Parish Group of any dispute, conflict or litigation in which the Managed Entity may become involved.
- 18.13 The Parties hereby acknowledge that the Letter of Engagement is confidential and that neither Party shall disclose information to any third party about the Letter of Engagement, the Managed Entity or the Services except as set out in these Terms and Conditions or as required by applicable Law. The Parish Group reserves the right to make such disclosure if it is in the commercial interests of the Parish Group and the Managed Entity. Notwithstanding any provision of these Terms and Conditions the Parties may disclose the Letter of Engagement to their professional advisers (including but not limited to their lawyers, accountants and auditors) or to any relevant regulatory authority, law agency or supervisory body.
- 18.14 These Terms and Conditions may be issued in several languages. In case of discrepancies the English wording shall prevail.
- 18.15 The Parish Group may in its sole discretion vary the Terms and Conditions from time to time. Where the Parish Group varies the Terms and Conditions during the course of providing the Services it shall use reasonable endeavours to draw the Contracting Party's attention to such variation.



PARISH  
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18.16 The Parish Group may, in its sole discretion, take any action in relation to the Managed Entity where it is subject to an Insolvency Event.

## 19. NOTICE

19.1 Any communication, notice or other document (including any invoice) to be given under these Terms and Conditions shall be in writing (which may include communications by email) in English and shall be deemed duly given if signed by the Party giving notice and if left or sent by airmail post or by facsimile transmission, email or other means of telecommunication in permanent written form to the address of the party sending the notice, last notified to the Party sending such notice.

19.2 Any such notice or other communication shall be deemed to be given to and received by the addressee:

- (a) at the time the same is left at the address of or handed to a representative of the party to be served;
- (b) where such notice is sent by post (first class if available) and the Contracting Party is in the United Kingdom, the Channel Islands or the Isle of Man: three (3) days following the date of posting;
- (c) where such notice is sent by post (airmail) and the Contracting Party is elsewhere: seven (7) days following the date of posting; and
- (d) in the case of an email, facsimile transmission or other means of telecommunication on the time given in the message receipt or, if such message receipt is given to the Parish Group outside the Parish Group's normal hours of business then at the beginning of the next business day when the Parish Group is open for business.

19.3 In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and despatched and despatch of the transmission was confirmed and/or acknowledged as the case may be.

## 20. GOVERNING LAW

These Terms and Conditions and the Letter of Engagement, and any dispute or claim arising out of or in connection with them shall be governed by and construed and interpreted in accordance with the Laws of the Island of Guernsey and the Parish Group and the Contracting Party hereby submits to the non-exclusive jurisdiction of the Courts of the Island of Guernsey. Nothing in this clause shall limit the right of the Parish Group to take proceedings against the Contracting Party in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

## 21. PARISH GROUP INTERNAL DISPUTE RESOLUTION PROCEDURE FOR CORPORATE SERVICES AND FIDUCIARY SERVICES

We aim to resolve any complaint that you may have at the earliest opportunity. You may make any matter of dissatisfaction or complaint verbally to a member of Parish Group Limited, though we request that you confirm to us in writing the nature of your complaint.

We would ask that any written complaint is sent to the Chief Financial Officer, Mr Paul Robinson, at Parish Group Limited at the following address:



PARISH  
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Parish Group Limited  
PO Box 142  
Suite 2, Block C  
Hirzel Court  
St Peter Port  
Guernsey  
GY1 3HT

or please email the CFO at [paul@parish-group.com](mailto:paul@parish-group.com).

We will confirm to you that we are investigating your complaint no later than 5 business days after the receipt of your notification unless by the end of the third business day you have confirmed to us that the matter has been resolved.

We will investigate and assess your complaint competently, diligently, impartially, fairly, consistently and promptly, keeping you updated on the course of the investigation and details of any action being taken to resolve the complaint, except where this conflicts or is prohibited under another law.

We will take account of the law, any regulatory rules and guidance, voluntary code of conduct and good industry practice in coming to a decision.

If your complaint is alleging a breach of Law, *mala fides*, malpractice or impropriety we are obliged to immediately report the matter to the Guernsey Financial Services Commission.

If after three months we have not resolved your complaint we are obliged to inform the Guernsey Financial Services Commission.

We will explain our decision to you within three months and if we have concluded the investigation and assessment, provide you a final response detailing the following:

1. that we accept your complaint and provide an offer of any appropriate redress and/or remedy; or
2. offer redress and/or remedy without accepting the complaint; or
3. reject your complaint and give you clear reasons for doing so.

Where we have provided you with our final decision we will close the complaint.

If you are not satisfied with the outcome of our investigation and assessment we would ask that you contact the Guernsey Financial Services Commission

**Guernsey Financial Services Commission**  
Regency Court  
Gategny Esplanade  
St Peter Port  
Guernsey  
GY1 3HQ

+44 (0)1481 712706  
+44 (0)1481 712801



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## 22. DATA PRIVACY NOTICE

### 22.1 Data Controller

Parish Group and its subsidiaries will be controlling personal data provided by you or identified through publically available databases about you. Parish Group and its subsidiaries are licenced by the Guernsey Financial Services Commission in respect of corporate Services and Fiduciary provision <https://www.gfsc.gg/commission/regulated-entities/2007178> in Guernsey and Alderney.

### 22.2 Data Protection Officer

Should you need to contact the Data Protection Officer at Parish Group Limited please write to the following:

**Address:**

The Data Protection Officer  
Parish Group Limited  
PO Box 142  
St Peter Port  
Guernsey  
GY1 3HT

**Email:**

info@parish-group.com.

**Telephone:**

+44 (0)1481 729002

### 22.3 Personal Data that we collect from you

We collect and process the following personal data from you as part of our on-boarding and continual monitoring of your business relationship with us:

- Name
- Date of Birth
- Place of Birth
- Nationality
- Occupation
- Contact information (telephone numbers, email address, addresses etc.)
- Financial information (Bank accounts, asset valuations etc.)
- Identity information (identity documentation and address documentation etc.)
- Family members and associates

We may also collect and process the following personal data that is classified as special category data from you during the course of our business relationship in respect of:

- Racial or ethnic origin
- Health
- Sexual orientation
- Political opinion
- Religious or Philosophical belief
- Trade union membership
- Criminal/ civil convictions or regulatory disciplinary or other disciplinary actions

- (a) Cookies



A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the Cookie helps analyse Web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

We use traffic log cookies to identify which of our website pages are being used. This helps us to analyse data about web page traffic and improve our website in order to tailor it to our customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

Overall, cookies help us provide you with a better website experience, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you stored on your computer, other than the data you choose to share with us.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

#### 22.4 Personal Data we collect on you

As part of our regulatory requirements we will also obtain data on you from publically available data bases and sources as follows:

- Media sources (such as the internet, newspaper etc.)
- Corporate registers
- Address verification websites

#### 22.5 The legal basis for processing your data

In order to facilitate your business relationship with us and/ or our clients and to meet our regulatory requirements we will be processing your data for the following legal basis under the [Data Protection \(Bailiwick of Guernsey\) Law, 2017](#) for the following purposes:

- The processing is necessary for the performance of a contract to which the data subject is a party or that is in the interests of the data subject.
- The processing is authorised by regulation or other enactment.

#### 22.6 Legal basis of processing your personal data for our Legitimate Interest

We do not process your data under the legal basis of consent in respect of our legal and regulatory duties and the provision of products and services to you. We will process your data under the legal basis of Legitimate Interest of our business and commercial interests in providing further financial services and products to you. You will have the right to unsubscribe from these communications.

#### 22.7 The Recipients or Categories of Recipients of the Personal Data

Your data will be processed by employees of Parish Group Limited in the course of providing you products and services and to meet our regulatory requirements or requirements owed to other third parties in the provision of business contracts related solely to your business relationship.



We may also use or be required to provide access to third parties that will process your data during the course of your business relationship with us as follows;

- Regulatory inspections
- Third party professionals/ consultants undertaking contacts for us
- Legal, tax , accountancy and insurance practitioners
- Other Financial Services Business where you through your business relationship with us may have an interest with
- Undertaking sanction and adverse media screening
- Our data services providers who hold our client data on servers within the European economic area

## 22.8 Transfer of Data

Your data will be held securely and confidentially by us in our office, with the exceptions of where the data is held or provided to persons outside of our office. We may share your personal data in order to carry out our functions under the Guernsey legal and regulatory framework and in relation to your business relationships objectives and business contracts that you may have entered in to. Where this transfer of your personal data is outside of the European Economic Area we will take appropriate steps to do so on the basis of available safe guards that may be available and as detailed in the [Data Protection \(Bailiwick of Guernsey\) Law, 2017](#). Such as corporate binding rules, standard data protection clauses, approved code or mechanism with enforceable commitments, specific authorisation by the Guernsey Office of Data Protection Authority or where the transfer may fall under section 59, Other authorised transfers, as detailed in the [Data Protection \(Bailiwick of Guernsey\) Law, 2017](#).

## 22.9 Storage of Personal Data

We are required by the Guernsey Financial Services Commission, Guernsey Tax authority and Guernsey Law Enforcement to keep and maintain your personal data during the course of your business relationship with us and by regulation for a period of 6 years after the end of your business relationship with us.

## 22.10 Your rights

Under the [Data Protection \(Bailiwick of Guernsey\) Law, 2017](#) you are entitled to several rights in respect of your personal data as noted below;

- **The Right of Data Portability** – to either be given your personal data or for it to be provided to another data controller without hindrance
- **The right of access** – to have access to the personal data that we hold on you free of charge
- **The right to object to process for direct marketing** – you will be able to request or unsubscribe from any direct marketing that we may send you.
- **The right to object to processing on the grounds of public interest** – Your data is held confidentially as required by our regulators the Guernsey Financial Services Commission and we will ensure that your personal data is not disclosed publically.
- **The right to object to processing for historical or scientific purposes** – We do not hold your data for historical or scientific purposes
- **The Right to rectification** – Where you dispute the accuracy of the personal data we hold on you have the right to request that we change or rectify the personal data



- **The right to erasure** – Due to our regulatory requirements for record keeping the personal Data we hold on you will not be erased or destroyed until the end of a 6 year period after the end of our business relationship with you
- **The right to restrict processing** – Where you dispute the accuracy or completeness or the processing is unlawful you may request that the processing of your personal data is restricted
- **The right to be notified of rectification, erasure and restrictions** – Where there is any rectification, erasure or restriction of your personal data we will ensure that any other person whom your data has been disclosed to is informed and or you are provided with their contact details. You will also be notified where there is a lifting or ceasing a restriction of processing
- **The right not to be subject to decisions based on automated processing** – We do not undertake automated decision based processing

## 22.11 Processing based on Consent

We do not process your personal data under the legal basis of consent in respect of our legal and regulatory duties and the provision of products and services to you.

## 22.12 The right to complain to the Guernsey Office of Data Protection Authority

You have the right to complain directly to the Guernsey Office of Data Protection and there details are as follows:

**Address:**

Office of the Data Protection Authority  
Block A  
Lefebvre Court  
Lefebvre Street  
St. Peter Port  
Guernsey  
GY1 2JP

**Telephone:**

+44 (0)1481 742074

**Email:**

info@odpa.gg

## 22.13 The use of automated decision making by processing of your personal data

Parish Group Limited do not use any automated decision making processes in respect of the products and services that we offer and provide to you where your personal data will be utilised.