Introduction

At Radford Advisory Limited, we value our reputation for high professional standards. We are committed to providing you with the highest quality of service and handling your instructions with professional skill, care and attention.

To demonstrate this we provide a clear basis upon which we are initially instructed through our Terms of Business and our Engagement Letter, which in conjunction will form the basis of our contract. Some of these terms may not be wholly relevant to you, but we believe it is important to give you a comprehensive description of the terms on which we do business. As licensed Insolvency Practitioners we are authorised to perform our work by an authorising body. In the case of Insolvency Practitioners at this firm, it is the Insolvency Practitioners Association.

Applicable Law

This engagement letter shall be governed by, and construed in accordance with, English law. The Courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the engagement letter and any matter arising from it. Each party irrevocably waives any right it may have to object to an action being brought in those courts, to claim that the action has been brought in an inconvenient forum, or to claim that those Courts do not have jurisdiction.

Persons who are not party to this agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the Act.

Instructions and conflicts of interest

Insolvency engagements may give rise to actual or perceived conflicts between the interests of the instructing client, the company, creditors and other stakeholders. Before accepting an engagement, we carry out conflict and independence checks and will not act where a conflict cannot be managed consistently with our legal, regulatory and ethical obligations.

Before a formal appointment, our obligations are governed by the scope set out in the Engagement Letter. Following a formal appointment, an office-holder acts independently and must exercise their statutory powers and duties in accordance with insolvency legislation, the Insolvency Code of Ethics and the interests applicable to the particular office. Those duties may not align with the interests or preferences of the person who initially instructed us.

If an actual or potential conflict arises, we will assess it promptly, implement appropriate safeguards where permitted and, where it cannot be properly managed, decline or cease to act. We will explain the position so far as our legal and professional obligations allow.

Data Protection

We are committed to ensuring the protection of the privacy and security of any personal data which we process. Your attention is drawn to the following details how we treat personal data received by us in the provision of our services during our engagement with you. By signing the engagement letter, you confirm that you have read and understood these terms and any privacy notice referred to therein.

ACTING AS DATA CONTROLLER

In these Terms of Business, the following definitions shall apply:

'Client Personal Data' means any personal data provided to us by you, or on your behalf, for the purpose of providing the services described in the Engagement Letter;

'Data Protection Legislation' means the UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any other applicable UK legislation relating to privacy, data protection and electronic communications, in each case as amended, replaced or updated from time to time;

'Controller', 'processor', 'data subject', 'personal data', 'personal data breach', 'processing' and 'appropriate technical and organisational measures' have the meanings given to them in the UK GDPR;

'UK GDPR' means Regulation (EU) 2016/679 as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018; and

'PECR' means the Privacy and Electronic Communications (EC Directive) Regulations 2003, as amended or replaced from time to time.

We shall each be considered an independent data Controller in relation to the client Personal Data. Each of us will comply with all requirements and obligations applicable to us under the Data Protection Legislation in respect of the Client Personal Data.

You shall only disclose client Personal Data to us where:

(i) you have provided the necessary information to the relevant data subjects regarding its use;
(ii) you have a lawful basis upon which to do so, which, in the absence of any other lawful basis, shall be with the relevant data
(iii) you have complied with the necessary requirements under the data protection legislation to enable you to do so.

Should you require any further details regarding our treatment of Personal Data, please contact our Data Protection Point of Contact John Radford.

We shall only process the client Personal Data:

(i) in order to provide our services to you and perform any other obligations in accordance with our contractual engagement with you;

(ii) in order to comply with our legal or regulatory obligations.

For the purpose of providing our services under the Engagement Letter, we may disclose Client Personal Data to a third party located outside the United Kingdom. Where this amounts to a restricted transfer, we will ensure that it is made in accordance with Data Protection Legislation, including, where applicable, on the basis of UK adequacy regulations, appropriate safeguards such as the UK International Data Transfer Agreement or UK Addendum, binding corporate rules, or a permitted exception.

We shall maintain commercially reasonable and appropriate security measures, including administrative, physical and technical safeguards, to protect against unauthorised or unlawful processing of the client Personal Data and against accidental loss or destruction of, or damage to, the client Personal Data.

In respect of the client Personal Data, provided that we are legally permitted to do so, we shall promptly notify you in the event that:

(a) we receive a request, complaint or any adverse correspondence from or on behalf of a relevant data subject, to exercise their data subject rights under the Data Protection Legislation or in respect of our processing of their Personal Data;
(b) we are served with an information, enforcement or assessment notice (or any similar notices), or receive any other material communication in respect of our processing of the client personal data from a supervisory authority as defined in the Data Protection Legislation.
(c) we reasonably believe that there has been any incident which resulted in the accidental or unauthorised access to, or destruction, loss, unauthorised disclosure or alteration of, the client Personal Data.

Upon the reasonable request of the other, we shall each co-operate with the other and take such reasonable commercial steps or provide such information as is necessary to enable each of us to comply with the Data Protection Legislation in respect of the services provided to you in accordance with our engagement letter with you in relation to those services.

ACTING AS DATA PROCESSOR
In these Terms of Business the following definitions shall apply:

'Client Personal Data' means any personal data provided to us by you, or on your behalf, for the purpose of providing our services to you, pursuant to our engagement letter with you;
'Data Protection Legislation' means the UK GDPR, the Data Protection Act 2018, PECR and any other applicable UK legislation relating to privacy, data protection and electronic communications, in each case as amended, replaced or updated from time to time;

‘Controller’, ‘processor’, ‘data subject’, ‘personal data’, ‘personal data breach’, ‘processing’ and ‘appropriate technical and organisational measures’ have the meanings given to them in the UK GDPR;
‘UK GDPR’ means Regulation (EU) 2016/679 as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018; and
‘PECR’ means the Privacy and Electronic Communications (EC Directive) Regulations 2003, as amended or replaced from time to time.

We shall both comply with all applicable requirements of the data protection legislation. These Terms of Business are in addition to, and does not relieve, remove or replace, either of our obligations under the Data Protection Legislation.

We both acknowledge that for the purposes of the data protection legislation, you are the data Controller and we are the data Processor. The scope, nature and purpose of processing by us, the duration of the processing and the types of personal data and categories of data subject is outlined at the end of this specific term.

In respect of the client Personal Data, unless otherwise required by applicable laws or other regulatory requirements, we shall:

a) process the client Personal Data only in accordance with your lawful written instructions, in order to provide you with the services pursuant to our engagement with you and in accordance with applicable Data Protection Legislation;
b) disclose and transfer the client Personal Data to our regulatory body(ies) or other third parties (for example, our professional advisors or service providers) as and to the extent necessary in order to provide you with the services pursuant to our engagement with you in relation to those services;
c) disclose the client Personal Data to courts, government agencies and other third parties as and to the extent required by law;
d) maintain written records of processing activities performed on your behalf, including the information required by Article 30(2) of the UK GDPR and details of any restricted transfers of Client Personal Data outside the United Kingdom;
e) maintain commercially reasonable and appropriate security measures, including administrative, physical and technical
safeguards, to protect against unauthorised or unlawful processing of any client Personal Data and against accidental loss or destruction of, or damage to, such client Personal Data.
f) return or delete all the client Personal Data upon the termination of the engagement with you pursuant to which we agreed to provide the services unless we are appointed officeholders in relation to such in which case we will be required to keep and process such information in accordance with our legal obligations;
g) ensure that only those personnel who need to have access to the client Personal Data are granted access to it and that all of the personnel authorised to process the client Personal Data are bound by a duty of confidentiality;
h) notify you if we appoint a subprocessor (but only if you have given us your prior written consent, such consent not to be reasonably withheld or delayed) and ensure any agreement entered into with the relevant sub-processor includes similar terms as the terms set out in these Terms of Business;
i) where we make a restricted transfer of Client Personal Data outside the United Kingdom, ensure that the transfer complies with Data Protection Legislation, including through an applicable adequacy regulation, appropriate safeguard or permitted exception; and
j) notify you promptly if:
k) we receive a request, complaint or any adverse correspondence from or on behalf of a relevant data subject, to exercise their data subject rights under the Data Protection Legislation or in respect of the client Personal Data; or
l) we are served with an information or assessment notice, or receive any other material communication in respect of our processing of the client Personal Data from a Supervisory Body (for example, the Information
m) notify you, without undue delay, in the event that we reasonably believe that there has been a Personal Data breach in respect of the client Personal Data;
n) at your cost and upon receipt of your prior written notice, allow you, on an annual basis and/or in the event that we notify you of Personal Data breach in respect of the client Personal Data, reasonable access to the relevant records, files, computer or other communication systems, for the purposes of reviewing our compliance with the Data Protection Legislation.

Without prejudice to the generality of anything above, you will ensure that you have all necessary appropriate consents and notices in place to enable the lawful transfer of the client Personal Data to us.

Should you require any further details regarding our treatment of Personal Data, please contact our Data Protection Point of Contact John Radford.

The information required by Article 28(3) of the UK GDPR is set out in the Engagement Letter.

1. Subject matter and duration of the processing of client Personal Data - The subject matter and duration of the processing of the client personal data are set out in the engagement letter between us.
2. The nature and purpose of the processing of client Personal Data - The nature and purpose of the processing of client Personal Data is set out in the engagement letter between us.
3. The types of client Personal Data to be processed - Employees - full name, postal address, email address, phone number, age or date of birth, national insurance number, employment start date or length of service, remuneration package including holidays and overtime.

Creditors - name, postal address, email address, bank details, amount owed
Debtors - name, postal address, email address, bank account details, history of sales to that individual, amount owed by that individual
Shareholders - full name, postal address, email address, phone number

4. The categories of data subject to whom the client personal data relates - Employees, Creditors, Debtors, Shareholders
5. Your obligations and rights - Your obligations and rights are set out in the engagement letter between us.

Provision of Services Regulations 2009
Our professional indemnity insurance is arranged through Omnyy LLP. The insurer named on the current policy schedule is Accelerant Insurance UK Limited, 1st Floor, 35 Newhall Street, Birmingham, B3 3PU. Professional indemnity insurance is arranged through and underwritten by Omnyy LLP on behalf of Accelerant Insurance UK Limited. The policy’s territorial coverage is worldwide, excluding the United States of America and Canada.

Fax Transmissions and Post
Communication by fax and post is a part of business. Whilst all communications between us are confidential, you must accept that transmission via fax and/or post is not an entirely confidential method of communication. Similarly, to allow us to assist you in fulfilling your duties we are required to use the postal system for delivery of notices.

We cannot be held responsible should post not arrive at its destination, nor will we be liable in damages or otherwise should a problem arise as a result of the nonreceipt of a notice.

Electronic Communications
Unless you instruct us otherwise, we may, if appropriate, communicate with you and with third parties by email or other electronic means. The recipient is responsible for virus checking emails and any attachments.

If the communication relates to a matter of significance on which you wish to rely and you are concerned about the possible effects of electronic transmission you should request a hard copy of such transmission from us. If you wish us to password protect all or certain documents.

With electronic communication, there is a risk of non-receipt, delayed receipt, inadvertent misdirection or interception by third parties. We use virus-scanning software to reduce the risk of viruses and similar damaging items being transmitted in emails or by electronic storage devices. Nevertheless, electronic communication is not totally secure and we cannot be held responsible for damage or loss caused by viruses or for communications which are corrupted or altered after despatch.

Nor can we accept any liability for problems or accidental errors relating to this means of communication, especially in relation to commercially sensitive material. These are risks you must bear in return for greater efficiency and lower costs. If you do not wish to accept these risks, please let us know and we will communicate by paper mail, other than when electronic submission is mandatory.

Any communication by us with you sent through the postal system is deemed to arrive at your postal address two working days after the day the document was sent.

Anti Money Laundering and client identification
As with other professional services firms, we are required by United Kingdom anti-money laundering legislation to identify our clients and to report to the relevant government agencies and authorities any evidence or suspicion of money laundering, the use of the proceeds of crime or terrorist financing.
We are prohibited from notifying you of the fact that a report has been made. The legislation also requires us to carry out customer due diligence by obtaining certain information which verifies your identity and any beneficial owners.

The Engagement Letter contains details of the customer due diligence information that we may require, but additional information may be required from time to time to comply with the relevant legislation and approved guidelines.

We may employ services of electronic verification providers for these purposes.

Any personal data received from you to comply with our obligations under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, or related legislation, will be processed only for the purposes of preventing money laundering or terrorist financing unless another lawful purpose applies.

Charge Out Rates
We charge our time in 6 minute units, resulting in a maximum of 10 units per hour. Our current hourly charge out rates are:

Grade	Rate per hour £'s
Partner/Director	495
Senior Manager	395
Manager	295
Assistant Manager	275
Senior Administrator	225
Administrators	175
Junior, Support staff & Cashier	125

Unless stated otherwise VAT will be charged at the appropriate rate on our fees and expenses.

Disbursements
Expenses will be incurred on your behalf to comply with our statutory obligations. Examples include advertisements, court fees, search fees, postage, legal fees, and insurance bond. We will only incur disbursements necessary to fulfil both our engagement with you and any formal insolvency appointment taken on. We also charge photocopying, printing, travelling, storage of documents and for meeting room hire as separate expenses. Mileage will be charged at 50p per mile.

Client Monies
We may, from time to time, hold money on your behalf. Such money will be held in a client bank account and handled in accordance with applicable insolvency legislation, client-money requirements and professional obligations.

We will hold the funds as Stakeholder and no interest will be paid on any funds held. Where we have to incur any direct costs with a bank for handling your money (e.g. in relation to making a same day payment) we will deduct this from your funds.

We do not carry separate insurance to guarantee money held in a client account. Eligibility for protection under the Financial Services Compensation Scheme depends on the depositor, the authorised institution and the circumstances. Further information is available from the FSCS at https://www.fscs.org.uk/.

The standard FSCS deposit-protection limit is currently £120,000 per eligible depositor, per authorised institution or banking licence. The rules, eligibility criteria and limits may change; current information should be checked at https://www.fscs.org.uk/.

Lien
Insofar as we are permitted to so by law or by professional guidelines, we reserve the right to exercise a lien over all funds, documents and records in our possession relating to all engagements for you until all outstanding fees and disbursements are paid in full.

We will endeavour to record all advice on important matters in writing. Advice given orally is not intended to be relied upon unless confirmed in writing. Therefore, if we provide oral advice (for example, during the course of a meeting or a telephone conversation) and you wish to be able to rely on that advice, you must ask for the advice to be confirmed by us in writing. Advice is valid as at the date it was given.

Quality of Service
If for any reason you are dissatisfied with the services you are receiving, please contact the engagement partner so that we can try to resolve the matter. If your complaint concerns a licensed insolvency practitioner and you remain dissatisfied after using our internal complaints procedure, you may use the official Insolvency Service complaints route on GOV.UK. An eligible complaint will be referred to the practitioner's authorising body for consideration.

The official complaints route and online form are available at https://www.gov.uk/complain-about-insolvency-practitioner. The GOV.UK page explains the complaints process, the matters that can be considered and how the complaint will be handled. If you require assistance in accessing the process, use the contact options provided on the current GOV.UK complaints page.

Purpose of this privacy notice
This privacy notice explains how we collect and use personal data about you in accordance with Data Protection Legislation.

Personal data is any information relating to an identified or identifiable natural person this is a person who can be identified directly, or indirectly, in particular by reference to an identifier such as name, identification number, location data, online identifier or to one or more specific factors to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. Types of personal data that we collect about you is outlined under 'What information do we collect about you'.

About us
Both:

a) Radford Advisory Limited a company registered in England and Wales whose registered office is at Suite 2.2 My Buro, 20 Market Street, Altrincham, Cheshire, United Kingdom, WA14 1PF; and

b) John Radford and Edward Bible, who are licensed insolvency practitioners under the employment of Radford Advisory Limited and are acting in their personal capacity as officeholders (Liquidator, Administrator, Administrative Receiver or Supervisor) in relation to the insolvent company that we are writing to you in connection with, will be collecting personal information about you either from third parties or from yourself.

References in this privacy policy to "We" refers to all parties named under a) and b) above.

Why do We collect information about you?
We collect information about you because We are legally obliged to do so whilst the Insolvency Practitioners at this firm perform their statutory duties whilst acting as Liquidator, Administrator, Receiver, Nominee or Supervisor.

These duties, rules and regulations arise under insolvency legislation and professional requirements, including the Insolvency Code of Ethics and the Statements of Insolvency Practice. Our licensed insolvency practitioners are authorised and regulated by the Insolvency Practitioners Association.

The information We collect about you will allow us to:

a) Ensure we are able to communicate with you as and when needed and to bring matters to your attention;
b) Help to ensure all communications are brought to your attention and avoid unnecessary court applications that could ultimately result in a warrant being issued for your arrest;
c) Enable us to discover and/or realise all assets (as defined by the Insolvency Act 1986) of the company for the benefit of your creditors and/or in the proper performance of our duties;
d) Allow us to assist you in complying with the statutory duties applicable to you prior to the formal appointment of a Liquidator, Administrator, Receiver, Nominee or Supervisor;
e) allow us to deal with any disputes that arise during the proper performance of our duties.

In performing these duties We process your information under either:

a) the 'contractual obligation' under Article 6 of the UK GDPR prior to the appointment of a Liquidator, Administrator, Receiver, Nominee or Supervisor; or
b) the 'legal obligation' function under Article 6 of the UK GDPR after the appointment of a Liquidator, Administrator, Receiver, Nominee or Supervisor.

Following the appointment of a Liquidator, Administrator or Receiver You are under a legal obligation to communicate with the Liquidator, Administrator or Receiver and answer any queries as laid down in Sections 234-236 of the Insolvency Act 1986. This includes providing information to allow the Liquidator, Administrator or Receiver to communicate with you.

What information do we collect about you?
We are either required or need to collect information about you to enable us to perform a number of functions laid down by the laws and regulations outlined above or to ensure the performance of our contract with you as a member of the board of directors.

These functions include:

a) Gather information to ensure we can perform the functions of our contract with you;
b) Realise the company's assets;
c) Investigate the affairs of the company for the purposes of reporting to the insolvency service on your conduct as a director;
d) Review, investigate, determine and pursue any claims that may be considered to be antecedent transactions under the insolvency legislation;
e) Assess and agree creditor claims;

f) Deal with third party claims against the assets owned or used by the company;
g) Correspond with HMRC;
h) Handle complaints you may raise either directly with Radford Advisory Limited, through the official Insolvency Service complaints route, or through the Insolvency Practitioners Association, as applicable;

The information we may collect about you will include:

Name
Current and former postal or home addresses
Email address Telephone number Date of Birth
Bank account details National Insurance number
County Court Judgements and other legal proceedings in your name;
Employment related information salary; holiday days; sickness record; employment history; start date of employment and/or length of service; professional qualifications;
Whether or not you are a parent;
What benefits you are claiming or are entitled to; Pension schemes;

This list is not exhaustive.

We may also collect and hold information about you that a third party has provided to us.

This information may include any information of a personal nature that you have previously provided to the third party, although their own privacy policy will inform you what they feel they can or cannot provide to us.

What we will do with information we collect about you

Other than as outlined under the heading 'Why do we collect information about you?' we will not do anything else with your data unless we are legally obliged to do so. Please note that certain information about you appears on the public register held at Companies House. The information on that register originates from the information. This information can and is sometimes used by third parties who wish to sell you services as a result of the insolvency. Where such contact is made, it will not be as a result of information being passed on by us. Your data will not be used for marketing purposes and will not be passed onto any third party unless required to do so by law e.g. Redundancy Payments Service, Insolvency Service, HM Revenue & Customs and the National Crime Agency where there is a suspicion of fraud or money laundering.

How long will my information be held for?

Information collected directly by Radford Advisory Limited for the purposes of performing our statutory role will be retained by for us for a period that ends on the 6th anniversary of closure of the insolvency matter.

Closure of the insolvency matter takes place once the affairs of the insolvency process have been fully dealt with, which could be any length of time after commencement meaning that unfortunately a clear date cannot be given.

To assist you to understand this if a company entered liquidation on 25 May 2018 and the administration of the liquidation concludes on 12 September 2019, your data will be retained until 12 September 2026.

Your duty to inform us of changes

It is important that the personal data we hold about you is accurate and current to avoid us communicating with someone other than you during the performance of our statutory duties. Should your postal address, email address or bank account details change, please notify us of any changes immediately using the address supplied on any correspondence from this office and quote our reference.

Your rights

Under the UK GDPR and DPA you have a number of rights with regard to your personal data. You have the right to request from us access to and rectification or erasure of your personal data, the right to restrict processing, object to processing as well as in certain circumstances the right to data portability.

If you have provided consent for the processing of your data you have the right (in certain circumstances) to withdraw that consent at any time which will not affect the lawfulness of the processing before your consent was withdrawn.

Because your information is being held by us to comply with a legal obligation you do not have the right to request it is erased.

Similarly, because some of your information is being held and used to allow us to comply with statutory functions, including uncovering undisclosed assets or seeking to take action against third parties for the benefit of your creditors, We are entitled to withhold certain information from you in replying to an access request as it would be prejudicial to fulfilling one or more of the statutory purposes of the Trustee(s).

You will not have to pay a fee to access your personal data, however UK GDPR regulations do allow us to charge a reasonable fee if your request for access is clearly unfounded or excessive, or we may refuse to comply with the request altogether in such circumstances.

If you are dissatisfied with the way we have handled your personal data, you have the right to lodge a complaint with the Information Commissioner's Office if you believe that we have not complied with the UK GDPR or the Data Protection Act 2018.
We would appreciate the opportunity to address your concerns first, but you are not required to contact us before making a complaint to the Information Commissioner's Office.

The Information Commissioner can be contacted at Wycliffe House, Water Lane, Wilmslow, SK9 5AF; www.ico.org.uk.

Identity and contact details of data protection officer

If you have any concerns as to how your data is processed you can contact: Data Protection Manager at john.radford@radfordadvisory.com or you can write to Data Protection Manager using the address of Atlantic Business Centre, Atlantic St, Broadheath, Altrincham WA14 5NQ.