

Terms of Business Agreement

R K Harrison Insurance Services Limited



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R K Harrison Insurance Services Limited

1 INTRODUCTION

We, R K Harrison Insurance Services Limited, are an insurance intermediary registered in England, company number 6719831. Our registered office is One Whittington Avenue, London, EC3V 1LE.

We are an appointed representative of R K Harrison Group Limited ("RKHG"). RKHG, our principal, is authorised and regulated by the Financial Services Authority (FSA). RKHG's FSA firm reference number is 309639. These details can be checked on the FSA's Register by contacting the FSA on 0845 606 1234 or by visiting the FSA's website <http://www.fsa.gov.uk/register>

RKHG's permitted business relates to general insurance and comprises advising clients, arranging policies, providing assistance to arrange policies, dealing as agent (e.g. entering into a policy with a client on behalf of an insurer) and assisting with the administration and performance of policies (e.g. notifying a claim to an insurer and negotiating settlement of the claim on the client's behalf). As RKHG's appointed representative we are entitled to conduct any such business.

We are required to comply with the FSA regulations relevant to an insurance intermediary. These include the following:

- A firm must conduct its business with integrity, and pay due regard to the interests of its clients and treat them fairly
- A firm must conduct its business with due skill, care and diligence
- A firm must pay due regard to the information needs of its clients and communicate information to them in a way which is clear, fair and not misleading
- A firm must manage conflicts of interest fairly, both between itself and its clients and between a client and another client
- A firm that holds client money has to meet certain specified conditions
- A firm must take reasonable care to establish and maintain such systems and controls as are appropriate to its business

Please read this document carefully as it contains important information and sets out the terms on which we agree to act for you and all other persons named as joint policyholders on any policy of insurance we arrange on your behalf. It is your responsibility to obtain authority to act for all joint policyholders and to keep them informed of matters relating to the services we provide including these terms of business. If you require additional copies of this document, please let us know.

Unless otherwise agreed in writing, we are entitled to deal with and act upon the instructions of any named policyholder, including a request to disclose information to joint policyholders of any policy of insurance we arrange on your behalf.

This document takes effect from 1 JULY 2010 or whenever it is received (whichever is the later) and supersedes any terms of business agreement that may have previously been sent to you.

RKHG is only a party to this Agreement for the purposes of section 10 and to receive the benefit of other provisions

extending to RKHG and its subsidiary companies ("R K Harrison Group Companies").

We specifically draw your attention to the following sections:

- Section 5** Basis of insurance policy or product selection
- Section 7** Your duty of disclosure to insurers
- Section 9** Renewal of policies
- Section 10** Client money, particularly:
 - > Client Money (Held As Your Agent)
 - > Segregation of designated investments
 - > Interest on client money
- Section 11** Remuneration
- Section 21** Claims

Please contact us immediately if there is anything in these terms of business that you do not understand or with which you disagree. Unless we are advised that the terms of this agreement are unacceptable (and we have agreed in writing to vary its terms) we shall proceed on the basis that we have secured your informed consent to the terms of this agreement alone, which will have contractual effect between us.

2 RELATIONSHIPS

As an insurance intermediary we act as the agent of our client. We are subject to the law of agency, which imposes various duties on us. However, in certain circumstances we may act for and owe duties of care to other parties. We will advise you when these circumstances occur so you will be aware of any possible conflict of interest.

In the event that our own interests conflict with a duty we owe to you, we shall refrain from taking any action until we have apprised you of the situation and received your informed consent to our course of action.

In some instances insurers may delegate their authority, enabling us to bind and administer your policy including any claims you make. We will notify you if your policy is placed under such a delegated authority arrangement as by undertaking these activities we will be acting primarily on behalf of insurers.

3 PLACING

Upon receipt of your instructions we will attempt to place insurance with appropriate insurers and keep you informed of the progress of our negotiations.

We will advise you of any inability to place your insurance.

4 INSURER SOLVENCY

We will only place insurance with insurers who have been subject to a satisfactory review by our Security and Counterparty Committee or for which you have given us specific approval in writing. Whilst the information held by the Security and Counterparty Committee relies on sources considered to be reliable and the Committee uses all reasonable endeavours to review accurately that information in order to protect your interests, solvency of insurers cannot be guaranteed. The financial standing of any insurer may change after the policy has incepted and when claims payments or return premiums may be due to you. Under no circumstances do we act as an insurer or as guarantor of any insurer with whom we place business. You may be liable to

pay a premium, whether in full or pro rata, under a policy even where the insurer has become insolvent.

5 BASIS OF INSURANCE POLICY OR PRODUCT SELECTION

We usually offer and arrange policies from a limited number of insurers selected on the basis of our knowledge and experience of the market, the policies and products available and our strategy to deal with insurers with whom we can develop trading relationships to our clients' advantage. We may offer a product or policy from a single insurer, in which case we will advise you accordingly. We will also advise you if we are contractually obliged to conduct our business with a limited number of, or a single, insurer(s).

A copy of the list of insurers we select from or deal with in relation to any insurance policy or product we offer or arrange is available to you on request.

6 POLICY DOCUMENTATION

Our aim is to provide your policy documentation in a timely manner confirming the basis of the cover and giving details of the insurer(s). You should examine any insurance documents we send you very carefully to ensure they do meet your requirements. **If you believe they are incorrect please advise us immediately.**

Prior to the conclusion of the contract of insurance, where appropriate, you will be given a statement of demands and needs. You should read this carefully. It will set out your demands and needs and confirm whether the contract has been personally recommended and, if so, the reasons for making that recommendation.

Notification of mid-term changes to your policy will be provided in good time, prior to the change taking effect.

Where it is your legal requirement to retain documents you must not rely on us to retain these for you. For some types of insurance cover it is possible that a claim may be made under a policy long after its expiry date and it is therefore important you keep such documents safely as long as a claim remains a possibility.

7 YOUR DUTY OF DISCLOSURE TO INSURERS

You must be aware of your duty of disclosure and the very severe consequences of breaching this duty.

You must disclose to insurers any fact or circumstance which is known to you (or which ought to be known to you in the ordinary course of your business) and which is material to the risk. A fact or circumstance is material if it would influence the judgement of a prudent insurer in calculating the premium or determining whether he would accept the risk. If there is any doubt as to whether information is material it must be disclosed to insurers.

The obligation applies before the contract of insurance is concluded, during the contract period, at renewal, and on extension or amendment of the contract or the risk. In addition, the duty also applies to the claims process and to other situations where you are required to provide information to insurers.

Should you not act with the utmost good faith or should you fail to disclose any material fact or circumstance to insurers, insurers may avoid the contract of insurance thereby enabling them not to pay any outstanding claims and to require repayment of all claims previously paid.

Please contact us immediately for assistance if you are unsure whether information may be material or you have not disclosed full and accurate information.

8 PREMIUM

An invoice will be sent to you clearly showing the date that the premium is due. We must receive the premium due, in cleared funds, in accordance with the amounts and payment dates specified in our invoice. Failure to meet the payment date may lead to the cancellation of your policy.

Where insurers have specified that the premium must be received by a certain date, failure to comply can result in the automatic termination of your insurance contract.

If you wish to remit your premiums to us by electronic transfer (e.g. BACS payment) please contact our Chief Cashier who will confirm the relevant account details.

Our invoice will show the premium, or fee and where relevant, any tax(es) to be remitted to appropriate authorities through ourselves. Tax(es) which may be deducted from the premium payable will also be shown. If tax(es) are deductible, you should ensure that those tax(es) are remitted to the appropriate authority.

9 RENEWAL OF POLICIES

In good time prior to the expiry of your policy we will advise you on what terms a policy for a further period will be offered by the insurer of the current policy or notify you that the current insurer is not inviting renewal. If we do not offer terms from the current insurer we may provide terms for a policy available from another insurer.

Where terms are offered by your current insurers, we will provide details of any changes to the terms of the policy, an explanation of those changes where necessary and any further information prescribed by our regulator.

In order to protect your interests relating to the property/risks you have insured, and in the event that we do not receive your instructions and payment prior to the date of renewal, we reserve the right (but shall have no obligation in which case we shall write to you advising you of our intention not to exercise such right) to either renew your policy or arrange an alternative policy and (in the case of direct debit/instalment payments) to continue to accept payment from you unless you specifically notify us or your insurance company that you either wish to cancel your policy or you do not require an alternative policy.

In circumstances where we have assumed (in the absence of instructions to the contrary) that renewal or an alternative policy is required, you will be liable to make payment to us and/or your insurance company. Furthermore, you agree that we have discharged our duty by disclosing all material information known to us which, in the absence of your advice to the contrary, we will be entitled to regard as complete.

Your agreement to this section provides us with your authority and represents your prior request for us to renew your policy or arrange an alternative policy as outlined above. You have the option to revoke this authority by advising us in writing that no cover may be renewed or alternative cover arranged without your specific instruction.

10 CLIENT MONEY

Money received from you, or to be paid to you, in relation to the insurance contracts we arrange on your behalf (known as Client

Money) will be held by our Principal R K Harrison Group Limited (RKHG) in accordance with the FSA rules either:

- (a) As your agent by way of a Non-Statutory Trust as Client Money in a segregated bank account. In the unlikely event of RKHG's failure, Client Money is available to clients ahead of other creditors; or
- (b) As agent of the relevant insurer, usually known as "Risk Transfer", and which is co-mingled in the Non-Statutory Trust and referred to as Client Money.

Please remit all funds payable to R K Harrison Group Limited as we are not authorised to hold Client Money.

RISK TRANSFER (MONEY HELD AS AN AGENT OF AN INSURER)

Where RKHG have agreed in writing with insurers to receive money as their agent, money received whether from you or from the insurer will be the property of the insurer whilst RKHG hold it. So, if you pay a premium to RKHG it will be treated as having been received by the insurer, which means you cannot be asked to pay it again if RKHG do not pay the premium over to the insurer. Similarly, once RKHG have received the premium RKHG would be unable to return it to you, for example in the event of the insurer becoming insolvent. Also, if the insurer pays claims money or a return premium to RKHG for onward transmission to you and RKHG do not pay you, then the insurer will still be liable to you. As the insurer bears the risk of such losses, this agency relationship is usually described as Risk Transfer.

You will be notified when Risk Transfer applies to a transaction.

CLIENT MONEY (HELD AS YOUR AGENT)

Where RKHG do not have a Risk Transfer arrangement with insurers, so that Risk Transfer does not apply, money RKHG receive from our clients (or from insurers) will be the client's property whilst RKHG hold it. This means the premium in RKHG's custody is not treated as having been received by insurers until RKHG actually pay it over. Similarly, claims money or return premiums received from insurers will be held on the client's behalf.

As Client Money is not RKHG's money, the FSA rules require that it is kept separate from RKHG's own money and, as permitted by the rules, RKHG hold such money with an approved bank segregated in a client bank account designated as a Non-Statutory Trust account.

As permitted by the Non-Statutory Trust, RKHG are entitled to and may use Client Money held on behalf of one client to pay another client's premium before the premium is received from that other client, and to pay claims and premium refunds to another client before RKHG receive payment from the insurer. However, RKHG are not entitled to use Client Money to pay commissions before RKHG receive the relevant premium from the client. RKHG may however withdraw commissions due from the relevant premium once received prior to onward payment provided that such commission withdrawal is permitted by the terms of business agreement with the insurance undertaking concerned.

The aim of the Non-Statutory Trust is to protect the client in the event of the failure of the firm, or the failure of the bank or a third party at which the Client Money may be held. In such a circumstance, the firm's general creditors should not be able to make claims on Client Money as it will not form part of the firm's property.

The fact that RKHG will hold money on trust gives rise to fiduciary duties that will be owed to you until the Client Money reaches the insurer.

FSA rules permit RKHG to hold both Risk Transfer and Client Money together in the Non-Statutory Trust bank accounts as long as the insurer subordinates its right to the money to those of the clients.

SEGREGATION OF DESIGNATED INVESTMENTS

RKHG keep Client Money separate from its own money. RKHG may do this by paying it into the Non-Statutory Trust account. However, RKHG may also do this by arranging to hold separately permitted designated investments with a value at least equivalent to the money that would otherwise have been paid into the Non-Statutory Trust account. If RKHG do this, RKHG will be responsible for meeting any shortfall in its Client Money resource that is attributable to falls in the market value of a segregated investment.

INTEREST ON CLIENT MONEY

Any interest earned on Client Money held by RKHG and any investment returns on any segregated designated investments will be retained by RKHG for its own use, rather than be paid to you.

PAYMENT TO THIRD PARTIES

RKHG may transfer Client Money to another person, such as another broker or settlement agent, for the purpose of effecting a transaction on your behalf through that person.

This may include brokers and settlement agents outside the UK. The legal and regulatory regime applying to a broker or settlement agent outside the UK may be different from that of the UK and, in the event of a failure of the broker or settlement agent, this money may be treated in a different manner from that which would apply if the money were held by a broker or settlement agent in the UK.

You may notify us if you do not wish your money to be passed to a person in a particular jurisdiction.

BANK ACCOUNTS

Client Money will be deposited with one or more approved banks, a list of which is available upon request. RKHG's principal bankers are Royal Bank of Scotland plc.

RKHG may on occasion choose to hold Client Money with a bank that is not an approved bank and/or outside the UK. In such circumstances, the legal and regulatory regime applying to the bank with which the Client Money is held will be different from that of the UK and, in the event of a failure of the bank, the Client Money may be treated differently from the treatment which would apply if the Client Money were held by an approved bank in the UK.

Where Client Money is held in a bank that is not an approved bank, such money will be held in a designated bank account. This means it is not pooled with money held in any other account.

RKHG will not hold Client Money in a bank that is not an approved bank for any longer than is necessary to effect the transaction.

Where RKHG propose to hold Client Money with a bank that is not an approved bank we will request your consent in writing to the use of the particular bank.

You may notify us if you do not wish your money to be held in a particular jurisdiction.

YOUR ACCEPTANCE OF THESE FINANCIAL TERMS

You will be deemed by us to have given us your informed consent to RKHG holding your money on the Non-Statutory Trust basis described above if you have received these Terms of Business and you continue to do business with us.

Consequently, if you are happy with RKHG holding Client Money on a Non-Statutory Trust basis, there is no need for you to take any action. If you do have any concerns then please let us know.

11 REMUNERATION

Our usual remuneration is by way of brokerage, being a percentage of the premium charged by insurers in respect of the contract of insurance arranged by us, and/or a fee that is agreed in advance with you for the services provided by us.

In addition to client fees and/or brokerage payments, we may receive remuneration by way of:

- (a) Administrative fees or commissions for limited specific services provided to insurers
- (b) Commission or expense allowances from insurers for managing and administering certain delegated authority arrangements or other similar facilities
- (c) Payments from insurers contingent upon a number of criteria for a specified period (such as client retention, new business, profitability and total value of the trading relationship)
- (d) Profit commissions or profit shares paid by insurers on specific facilities or classes of business
- (e) Payments from insurers towards the cost of marketing specific products on their behalf
- (f) Interest earned on insurance monies passing through RKHG's bank accounts
- (g) Payments from premium finance companies in connection with arranging premium finance and
- (h) Third party referral fees for various incidental activities such as arranging risk management and motor claims administration including uninsured loss recovery services

We may also act as reinsurance brokers to insurers with whom we have placed insurance or reinsurance and be remunerated accordingly.

We are committed to ensuring absolute transparency of our remuneration and so will, at your request, fully disclose our remuneration.

12 WARRANTIES / CONDITIONS

It is important that you comply with any warranties / conditions (whether express or implied), and if any are shown on any documentation provided to you by us or insurers, please ensure you follow their requirements exactly. Failure to do so may render any claim void or enable insurers to terminate the policy from the date of that breach and in some instances from inception.

13 PROPOSAL FORMS

Certain classes of insurance either require the completion of a Proposal Form / Questionnaire or rely on a statement of facts. Whilst we may give guidance regarding the completion of these documents, you are solely responsible for the accuracy and completeness of all answers / information provided. We cannot sign such documents for you.

In most cases the information you provide will be the basis of, or form part of, the insurance contract which means you must answer any question completely and accurately. Any failure to do so may result in avoidance or termination of the policy.

14 USE OF OTHER INTERMEDIARIES

Where we consider it to be appropriate and for your benefit, it may be necessary for us to request another more localised or specialist broker or intermediary to act as our agent and assist us in the placement of an insurance contract. In such cases, the specialist broker or intermediary will be entitled to earn remuneration for the services provided. We will provide specific instructions to such sub-agents so as to meet your insurance requirements and advise you where we are not dealing directly with the insurer.

15 ELECTRONIC COMMERCE

We may transact business with you and other entities by a number of methods, including electronic trading, and as such we both accept the hazards intrinsic with communicating electronically, such as the infection by computer viruses, the corruption of data, and the possible breach of confidentiality by using a third party service provider.

Whilst we both agree that we shall individually be responsible for and endeavour to ensure such communication shall remain free from any such interference, you will be responsible for ensuring any and all correspondence sent to you electronically shall be checked for viruses and other malware.

16 POLICY CANCELLATION

Any right to cancel an insurance contract will be contained within the policy document. It is usually mandatory for all consumers to have a right to cancel the policy, for whatever reason, within a specified number of days from the beginning of the contract. You may not have the right to cancel after this initial period or, if you do, the insurers may not be required to refund premium on a pro-rata basis.

Please also note that failure to pay your premium by the due date may result in the cancellation of your policy.

Our remuneration is considered fully earned upon the formation of the contract of insurance. In the event that the insurance is cancelled or terminates after inception, for whatever reason, we reserve the right to retain the remuneration we have earned other than brokerage in respect of any return premiums due for a policy purchased by a consumer.

17 CANCELLATION OF THIS AGREEMENT

You may terminate this agreement at any time by notifying us in writing. We may terminate this agreement at any time by giving you 14 days' prior notice in writing. Neither party shall be required to provide a reason for termination.

In the event of termination we shall advise you of any outstanding matters, agree with you how these matters will be concluded and provide all reasonable assistance to any other intermediary you appoint. Unless otherwise instructed we will continue to deal with claims relating to the policies we have arranged on your behalf occurring prior to the termination of this agreement.

In the event that our services are terminated by you we will be entitled to receive any remuneration payable at that date, including by set-off or otherwise.

18 COMPLAINTS

If you wish to make a complaint you may do so by contacting any member of our staff by whatever means is convenient to you.

If you cannot settle your complaint with us to your satisfaction, you may be entitled to refer it to the Financial Ombudsman Service (FOS). Further information on the FOS and how to contact them is provided in our complaints procedure which is available on request.

19 COMPENSATION

We are covered by the Financial Services Compensation Scheme (FSCS). You may, depending on your status and the type of insurance policy concerned, be entitled to compensation from the scheme if we and RKHG cannot meet our obligations.

Insurance advising and arranging is covered for 90% of the claim without any upper limit.

For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS.

20 FINANCIAL CRIME

We are obliged to report to the appropriate regulatory authority such as the Serious Organised Crime Agency any evidence or suspicion of financial crime, including money laundering, fraud and bribery, at the first opportunity and we may be prohibited from disclosing any such report.

You undertake that you will neither knowingly violate any local and international laws, rules and regulations relating to financial crime that apply to you nor cause us or any other R K Harrison Group Company to do so in relation to the services we provide.

Any payments will be made in favour of you. If you require a payment to be made to a third party then you must confirm the required payee name and details and provide a satisfactory explanation for your request.

21 CLAIMS

We may act as your representative in negotiations with insurers, except where we deal with claims under a delegated authority arrangement where we will act on behalf of the insurer and not you our client. We will make you aware of any claims that will be dealt with under this arrangement and you have the option of refusing the delegated authority arrangement upon which we will deal with claims on your behalf.

You must give us timely notification of a loss, claim or circumstance that may give rise to a claim in accordance with the notification provisions contained in your policy. Details of claims notifiable to the insurer under the terms of the policy arranged may initially be advised to us by telephoning 01234 305555.

We, or your insurers, will advise you on whether the claim is likely to be covered by your policy or not. We will endeavour to ensure prompt and equitable settlement of all valid claims. Claims payments due to you will be sent as soon as possible after they have been received on your behalf.

In the event that an insurer becomes insolvent or delays making settlement, we do not accept liability for any unpaid amounts.

22 CONFIDENTIALITY

Information which you provide to us will not be used or disclosed by us to other parties, except in the normal course of handling a

contract of insurance or a claim on your behalf and any related activities, unless we have obtained the necessary consent from you or where we are required to by law or by a regulatory body that has authority over us.

We will take appropriate steps to maintain the security of your confidential documents and information which are in our possession.

23 DATA PROTECTION ACT

Our Client Data Protection Policy ('Policy') forms an integral part of the Terms of Business Agreement between companies within the R K Harrison Group ('R K Harrison') and our clients. This Policy may be changed from time to time in which event we will provide reasonable notice to you together with an explanation of the changes and an opportunity for you to decline the changes.

If you wish to contact us concerning this Policy, please contact the Data Protection Officer at R K Harrison, Woodlands, Manton Lane, Bedford, MK41 7LW or by emailing dpo@rkhgroup.com.

R K Harrison takes its obligations under the Data Protection Act seriously and has adopted measures to ensure compliance with each of the eight data protection principles, including in particular the fair processing and security of personal information. We may hold and use personal information, including sensitive information, (which may include matters such as medical details and criminal convictions) about our clients, potential clients and other individuals to deliver a personalised service comprising the provision of insurance quotations, insurance advice and information, risk management advice, claims handling, premium finance and related matters.

If we do not act for you and you would prefer your details not to be retained for the provision of a new personalised service in the future (up to a maximum period of 36 months for consumers and 60 months for commercial clients) for whatsoever reason, then please contact the Data Protection Officer.

We may also use personal information to:

- process any transactions you undertake with us or a third party and for internal administration and analysis;
- keep you informed by post, phone, fax or email with details about other products or services offered by R K Harrison which we consider may be of interest to you, whether in a personal or a business sense; and
- keep you updated by post, phone, fax or email with details about other products or services offered by our trusted business partners which we consider may be of interest to you, whether in a personal or a business sense

If you would prefer not to be contacted about other products or services offered by:

- R K Harrison then please contact the Data Protection Officer or email optourkh@rkhis.com; or
- our trusted business partners, then please contact the Data Protection Officer or email optoutpartners@rkhis.com.

When contacting us please provide your full name and postcode or your client number.

We will disclose personal information to parties named or proposed as joint policyholders unless we receive written instructions not to do so. We will also disclose personal information to third parties outside R K Harrison only:

- where permitted or required by law;
- where required for the prevention of fraud;
- when it is necessary, such as for the purposes of obtaining professional advice, providing the above services to you; and
- for marketing purposes where you have not opted-out.

From time to time in the ordinary course of our trading activities, we may sell or otherwise transfer parts of R K Harrison's business in which event we will provide reasonable notice to you together with an explanation of the changes and an opportunity for you to decline the changes.

We shall periodically review personal information held about you or on your behalf and shall retain the original or copy information for no longer than is reasonably necessary in providing your personalised service or as otherwise described above. If you wish us to return any original documentation, please advise us at the time of supplying the documentation as otherwise we may securely destroy the documentation and solely retain electronic copies.

R K Harrison's purposes for holding personal information, and a general description of the categories of people and organisations to whom we may disclose it, are listed in the Data Protection Register. You may inspect this or obtain a copy from the Information Commissioner's Office at mail@ico.gsi.gov.uk or www.informationcommissioner.gov.uk or Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF.

Under the terms of the Data Protection Act 1998 individuals may request a copy of the personal details which R K Harrison holds about them. In accordance with the Act an administration fee of £10 will be charged for providing this information.

Telephone calls may be monitored and recorded for quality assurance purposes.

24 THIRD PARTY RIGHTS

These Terms of Business are not intended to, nor do they, confer a benefit or remedy on any third party other than an R K Harrison Group Company, whether by virtue of the Contract (Rights of Third Parties) Act 1999 or otherwise. Further, we may rescind or vary these Terms of Business as they apply to you, whether in whole or in part, without the consent of any third party.

25 LANGUAGE

All evidence of cover and other documentation provided to you, and any discussion with you, will be in English. We request that any documentation and instructions you provide to us are in English.

26 LAW & JURISDICTION

These Terms of Business shall be governed by and construed in accordance with English law. In relation to any legal action or proceedings arising out of or in connection with these Terms of Business the parties irrevocably submit to the exclusive jurisdiction of the English courts.

Contact information

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