

Standard terms of business

(Last Revised May 2018)

All engagements that we accept are subject to the following standard terms of business unless changes are expressly agreed in writing.

1 Professional obligations

- 1.1 We are a member of the Institute of Chartered Accountants in England and Wales and in our conduct are subject to its Code of Ethics, which can be found at www.icaew.com/regulations. This is available in English.
- 1.2 Where we become aware of errors made by HM Revenue & Customs you give us authority to correct them. We will not be liable for any loss, damage or cost arising from our compliance with statutory or regulatory obligations.
- 1.3 We are a firm of statutory auditors registered to carry on audit work in the UK by the Institute of Chartered Accountants in England and Wales. Details about our audit registration can be viewed at www.auditregister.org.uk under reference number C009183395.

The professional rules applicable to our audit work in the UK are the Audit Regulations, which can be found at www.icaew.com/auditnews. In addition, there are the International Standards on Auditing (UK and Ireland) at www.frc.org.uk/Our-Work/Publications.aspx.

In carrying out our audit work, we are subject to the Code of Ethics which can be found at www.icaew.com/en/members/regulations-standards-and-guidance/ethics. With respect to audit work, we are also subject to the APB Ethical Standards which can be found by searching for 'Ethical Standards' at www.frc.org.uk/Our-Work/Publications.aspx. These are available in English.

We are registered with the Institute of Chartered Accountants in England and Wales as Chartered Accountants and can be found on the register at <http://find.icaew.com/> using our firm name and location.

Professional indemnity insurance

- 1.4 In accordance with the disclosure requirements of the Provision of Services Regulations 2009, our professional indemnity insurer is Manchester Underwriting Management, of Link House, St Mary's Way, Chesham, Bucks HP5 1HR. The territorial coverage is worldwide excluding professional business carried out from an office in the United States of America or Canada and excludes any action for a claim brought in any court in the United States of America or Canada.
- 1.5 If for any reason circumstances arise that may result in a claim to our professional indemnity insurers, you give us your permission to notify them.

2 Fees

- 2.1 Our fees are calculated based on time spent on your affairs, the levels of skill and responsibility involved, the importance and value of the advice provided to you, and the level of risk. In addition, we may charge disbursements of travel, accommodation and other expenses incurred in dealing with your affairs.
- 2.2 If it is necessary for us to carry out work that is outside the scope of the engagement currently in place with you, we will advise you of this. Any additional work will result in additional fees being charged. We would therefore like to point out that it is in your interests to ensure that the information you provide us with is completed to the agreed stage.
- 2.3 If we give you an estimate of our fees for carrying out any specific work, then that estimate will not be contractually binding unless we have explicitly stated that will be the case.
- 2.4 If we agree a fixed fee with you for providing a specific range of services this will be the subject of a separate agreement. This agreement will set out the period, which the fixed fee relates to, and the services covered by it.
- 2.5 Where we have agreed that you will pay on an invoice rendered basis, invoices are payable in full (including disbursements) in accordance with the terms set out on the invoice. Any queries you have on our invoices must be notified to us within 14 days of receipt or we shall deem you to have accepted that payment is due.
- 2.6 Where we have agreed that you will pay us on a direct debit basis, we will discuss with you separately the amount and frequency of payments. These direct debits will be applied to fees arising from work agreed in our letter of engagement for the current and ensuing years. Where a scheduled monthly payment is not made any fees invoiced to you that are outstanding at that time will immediately become due for payment in entirety. Payment must be made in full within 14 days of completion of the services rendered.
- 2.7 You may have an insurance policy or membership of a trade or professional body that entitles you to assistance with payment of our fees in some situations. A particular example would be assistance with an investigation by HM Revenue & Customs. Unless you arranged the insurance through us then you will need to advise us of any such cover you have. Please note that you remain liable for our fees regardless of whether all or part are liable to be paid by your insurers.
- 2.8 We reserve the right to charge interest on overdue accounts at the current rate under the Late Payment of Commercial Debts (Interest) Act 1998. We also reserve the right to terminate our engagement and cease acting if payment of any fees billed is unduly delayed.
- 2.9 In the event that we cease to act for you then you agree to meet all reasonable costs of providing information to your new advisers.

3 Help us to give you the right service

- 3.1 If at any time you would like to discuss with us how our service to you could be improved, or if you are dissatisfied with the service you are receiving, please let us know by contacting Nick Hume.
- 3.2 We undertake to look into any complaint carefully and promptly and do all we can to explain the position to you. If we do not answer your complaint to your satisfaction, you may of course take up the matter with the Institute of Chartered Accountants in England and Wales.

4 Commissions or other benefits

- 4.1 In some circumstances, commissions or other benefits may become payable to us or one of our associates in respect of transactions such as those we arrange for you. If this happens, we will notify you in writing of the amount and terms of payment. The fees that would be otherwise payable by you will be abated by such amounts. You consent to such commission or other benefits being retained by us or, as the case may be, by our associates, without our, or their, being liable to account to you for any such amounts.

5 Client monies

- 5.1 We may at times hold money on your behalf. Any such money will be held on trust in a client bank account, which is held separately to funds that belong to us. The account will be operated, and all funds dealt with, in accordance with the Clients' Money Regulations of the Institute of Chartered Accountants in England and Wales.
- 5.2 To avoid excessive amounts of administration, interest will only be paid to you if the amount of interest that would be earned on the balances held on your behalf in any calendar year exceeds £25. Any such interest would be calculated using the prevailing rate applied by our banker for small deposits subject to the minimum period of notice for withdrawals. Subject to any tax legislation, interest will be paid gross.
- 5.3 If the total sum of money held on your behalf is enough to give rise to a significant amount of interest or is likely to do so, then the money will be placed in a separate interest-bearing client bank account designated to you. All interest earned on such money will be paid to you. Subject to any tax legislation, interest will be paid gross.

6 Retention of and access to records

- 6.1 During the course of our work we will collect information from you and others acting on your behalf and will return any original documents to you following the preparation of your accounts and returns. You have a legal responsibility to retain these records. The law requires individuals, trustees and partnerships to keep records in relation to trading or rental income 6 years from the 31 January following the end of the tax year to which they relate. Other records should be kept for 22 months after the end of the tax year they relate to. Companies, Limited Liability Partnerships and other corporate entities are required to keep records for 6 years from the end of the accounting period.
- 6.2 While certain documents may legally belong to you, unless you tell us not to, we intend to destroy correspondence and other papers that we store which are more than seven years old, other than documents which we consider to be of continuing significance. If you require retention of any document you must notify us of that fact in writing.

7 Conflicts of interest and independence

- 7.1 We reserve the right during our engagement with you to deliver services to other clients whose interests might compete with yours or are or may be adverse to yours. We confirm that we will notify you immediately should we become aware of any conflict of interest involving us and affecting you.
- 7.2 If a conflict of interest should arise, either between two or more of our clients, or in the provision of multiple services to a single client, we will take such steps as are necessary to deal with the conflict. In resolving the conflict, we would be guided by the Code of Ethics of the Institute of Chartered Accountants in England and Wales which can be viewed at www.icaew.com/regulations.

8 Confidentiality

- 8.1 Communication between us is confidential and we shall take all reasonable steps to keep your information confidential except where we are required to disclose it by law, by regulatory bodies, by our insurers or as part of an external peer review. Any subcontractors we use will be bound by the same confidentiality requirements.

9 Quality control

- 9.1 As part of our ongoing commitment to providing a quality service, our files are periodically subject to an independent regulatory or quality review. Our reviewers are highly experienced and professional people and are, of course, bound by the same requirements of confidentiality as our principals and staff.

10 Applicable law

- 10.1 This engagement letter is governed by, and construed in accordance with, English law. The Courts of England will have exclusive jurisdiction in relation to any claim, dispute or difference concerning this engagement letter and any matter arising from it. Each party irrevocably waives any right it may have to object to any action being brought in those courts, to claim that the action has been brought in an inappropriate forum, or to claim that those courts do not have jurisdiction.
- 10.2 If any provision in these terms of business or any associated engagement letter, or its application, are found to be invalid, illegal or otherwise unenforceable in any respect, the validity, legality or enforceability of any other provisions shall not in any way be affected or impaired.

11 Internet communication

- 11.1 Unless you tell us otherwise we will at times use email or other electronic means to communicate with you.
- 11.2 Internet communications are capable of data corruption and therefore we do not accept any responsibility for changes made to such communications after their despatch. It may therefore be inappropriate to rely on advice contained in an e-mail without obtaining written confirmation of it. We do not accept responsibility for any errors or problems that may arise through the use of internet communication and all risks connected with sending commercially sensitive information relating to your business are borne by you. If you do not agree to accept this risk, you should notify us in writing that e-mail is not an acceptable means of communication.
- 11.3 It is the responsibility of the recipient to carry out a virus check on any attachments received.

12 Data Protection Law

We may gather, use, process and release personal and other information about you so that we can provide our services as agreed, and for other related purposes including updating and improving client records, analysis for management purposes and statutory returns, prevent crime and keep to the law and regulations. Under data-protection laws, you have a right to see to the personal information that we hold about you. If you want to do this, please phone the partner responsible for your affairs.

Under Data Protection Law, we have certain responsibilities. We confirm that we will at all times keep to the requirements of the Data Protection Law when processing data on your behalf. In particular, we confirm that we have adequate security measures in place.

We may also transfer information about you to other countries including countries outside the European Economic Area, which do not have the same level of data protection as the UK. We shall only do this when appropriate, for example, when we work with foreign professionals on your behalf.

13 Contracts (Rights of Third Parties) Act 1999

- 13.1 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 that Act.
- 13.2 The advice we give you is for your sole use and is confidential to you and will not constitute advice for any third party to whom you may communicate it. We will accept no responsibility to third parties for any aspect of our professional services or work that is made available to them.

14 The Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007

- 14.1 In common with all accountancy and legal practices, the firm is required by the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007 to:
- Maintain identification procedures for clients and beneficial owners of clients;
 - Maintain records of identification evidence and the work undertaken for the client; and
 - Report, in accordance with the relevant legislation and regulations.
- 14.2 We have a duty under section 330 of the Proceeds of Crime Act 2002 to report to the National Crime Agency (NCA) if we know, or have reasonable cause to suspect, that another person is involved in money laundering. Failure on our part to make a report where we have knowledge or reasonable grounds for suspicion would constitute a criminal offence.
- 14.3 The offence of money laundering is defined by section 340(11) of the Proceeds of Crime Act and includes concealing, converting, using or possessing the benefits of any activity that constitutes a criminal offence in the UK. It also includes involvement in any arrangement that facilitates the acquisition, retention, use or control of such a benefit.
- 14.4 This definition is very wide and would include such crimes as deliberate tax evasion, deliberate failure to inform the tax authorities of known underpayments or excessive repayments, fraudulent claiming of benefits or grants, or obtaining a contract through bribery. Clearly, these examples are by no means exhaustive.
- 14.5 We are obliged by law to report any instances of money laundering to NCA without your knowledge or consent. In consequence, neither the firms' principals nor staff may enter into any correspondence or discussions with you regarding such matters.

14.6 We are not required to undertake work for the sole purpose of identifying suspicions of money laundering. We shall fulfil our obligations under the Proceeds of Crime Act 2002 in accordance with the guidance published by the Consultative Committee of Accountancy Bodies.

14.7 We may use electronic checks as part of our identification procedures. We confirm that these electronic checks are not credit checks.

15 Third-party cloud-based software

15.1 We may use cloud-based software suppliers (those we access through the internet) to help us provide our services. Before we use these suppliers, we will review them. This review covers data storage and security, service levels and ability to make a profit to make sure that the service provided is appropriate. We then regularly re-evaluate each supplier to make sure they continue to meet our requirements. You can get more information on this by phoning the partner responsible for your affairs. Although we have these procedures in place, we cannot accept responsibility for problems in service, however it may be caused. If you use the service, it is at your risk.

15.2 If our services to you are suspended, cancelled or stopped, this also applies to the service you receive from these suppliers.

16 Anti-money-laundering regulations

16.1 Like all accountancy and legal practices, by law, we have to keep to identification procedures for clients and beneficial owners (in other words, shareholders) of clients and also to keep records of evidence used as identification. We will not normally carry out any work for you until you have met our requirements for checking your identity and we take no responsibility for any delay in carrying out work because we are waiting to see evidence of your identity.

10.2 We have legal duties to report to the National Crime Agency (NCA) if we know or have a reasonable suspicion that you or anyone connected with your business is, or has been, involved in any activity that is a criminal offence in the UK. We have a legal obligation to report to NCA without your knowledge or agreement and because of this, we cannot enter into any discussion with you about these matters.

15 General limitation of liability

15.1 We will provide services as outlined in these Terms with reasonable care and skill. However, to the fullest extent permitted by law, we will not be responsible for any losses, penalties, surcharges, interest or additional tax liabilities where you or others supply incorrect or incomplete information, or fail to supply any appropriate information or where you fail to act on our advice or respond promptly to communications from us or the tax authorities.

15.2 You will not hold us, the owners of this firm and any staff employed by the firm, responsible, to the fullest extent permitted by law, for any loss suffered by you arising from any misrepresentation (intentional or unintentional) supplied to us orally or in writing in connection with this agreement. You have agreed that you will not bring any claim in connection with services we provide to you against any of the principals or employees personally.

15.3 Our work is not, unless there is a legal or regulatory requirement, to be made available to third parties without our written permission and we will accept no responsibility to third parties for any aspect of our professional services or work that is made available to them.

16 Use of our name in statements or documents issued by you

16.1 You are not permitted to use our name in any statement or document that you may issue unless our prior written consent has been obtained. The only exception to this restriction would be statements or documents that in accordance with applicable law are to be made public.

17 Draft/interim work

17.1 In the course of our providing services to you we may provide advice, reports, or other work products in draft or interim form. However, final written work products will always prevail over any draft or interim statements.

18 Advice

18.1 Advice we give you orally should not be relied upon unless we confirm it in writing. We endeavour to record all advice on important matters in writing. However if you particularly wish to rely upon oral advice we give you during a telephone conversation or a meeting, you must ask for the advice to be confirmed in writing.

18.2 Unless specifically instructed and agreed in advance we will not assist with the implementation of our advice.

19 Intellectual property rights

19.1 The copyright in any document prepared by us belongs to us in entirety unless the law specifically provides otherwise.

20 Interpretation

20.1 If there is a conflict between the engagement letter and these terms of business then the engagement letter takes precedence.

20.2 If any provision of this engagement letter or terms of business or its application is held to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of any other provision and its application shall not in any way be affected or impaired.

21 Investment services

21.1 We are not authorised by the Financial Conduct Authority to conduct Investment Business. If you require investment business services, we will refer you to a firm authorised by the Financial Conduct Authority.