

TERMS OF BUSINESS

Basis of fees

Our fee will be based on the quote agreed. Our fees may depend, not only upon the time spent on your affairs, but also on the level of skill and responsibility and the importance and value of the advice we provide, as well as the level of risk.

If we provide you with an estimate of our fees for any specific work, the estimate will not be contractually binding unless we explicitly state that will be the case. Otherwise, our fees will be calculated on the basis of the hours worked, multiplied by their charge-out rate per hour, VAT being charged thereon.

If requested, we may indicate a fixed fee for the provision of specific services or an indicative range of fees for a particular assignment. It is not our practice to identify fixed fees for more than a year ahead as such fee quotes need to be reviewed in the light of events. If it becomes apparent to us, due to unforeseen circumstances, that a fee quote is inadequate, we reserve the right to notify you of a revised figure or range and to seek your agreement thereto.

In some cases, you may be entitled to assistance with your professional fees, particularly in relation to any investigation into your tax affairs by HMRC. Assistance may be provided through insurance policies you hold or via membership of a professional or trade body. Other than where such insurance was arranged through us, you will need to advise us of any such insurance cover you have. You will remain liable for our fees regardless of whether all or part are liable to be paid by your insurers.

Unless agreed otherwise, we will render fees (plus VAT at the ruling rate as appropriate) at the following intervals, according to the nature of the work:

- *Accountancy*
Interim work will be billed in full on completion of the work, where appropriate. The balance of our fees will be billed on signing our accountants' report.
- *Taxation, company secretarial and other advisory and accounting services*
Bills will be submitted annually in line with our fixed fee agreement.

Unless otherwise agreed to the contrary, our fees do not include the costs of any third party, counsel or other professional fees. If these costs are incurred to fulfil our engagement, such necessary additional charges may be payable by you.

We reserve the right to charge interest on late paid invoices at the rate of 3% above bank base rates under the Late Payment of Commercial Debts (Interest) Act 1998. We also reserve the right to suspend our services or to cease to act for you, having given written notice, if payment of any fees is unduly delayed. We intend to exercise these rights only if it is fair and reasonable to do so.

If you do not accept that an invoiced fee is fair and reasonable, you must notify us within 21 days of receipt, failing which, you will be deemed to have accepted that payment is due.

If a client company, trust or other entity is unable or unwilling to settle our fees, we reserve the right to seek payment from the individual (or parent company) giving us instructions on behalf of the client, and we shall be entitled to enforce any sums due against the group company or individual nominated to act for you.

Professional indemnity insurance

In accordance with the disclosure requirements of the Provision of Services Regulations 2009, our professional indemnity insurer is QBE UK Limited of QBE European Operations, 30 Fenchurch Street,

London, EC3M 3BD. 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.

Commission

Where commission is received by us in connection with any business entered into by you, the amount of such commission will be disclosed to you and, where relevant, taken into account when determining our fees.

Termination

You may withdraw your instructions at any time by written notice to us. Where we have reasonable grounds for so doing (including failure by you to pay overdue invoices) and after giving written notice, we reserve the right to terminate any ongoing work on your account.

Interest

HMRC regards interest on late-paid tax merely as restitution and set the rates accordingly. We shall endeavour to advise you of making appropriate payments of tax to avoid interest. Accordingly, we will not accept any liability for interest if any becomes payable.

File storage

In the absence of alternative instructions from clients, it is our policy to destroy correspondence and other working papers once they are more than six years old, other than documents of a permanent nature which may be of continuing significance. Certain records must for tax purposes be retained under statute in original form (e.g., dividend vouchers), in which case they will be returned to you.

Complaints

Our aim is to provide a fully satisfactory service to our clients and we will always welcome suggestions as to how this might be improved still further. If, however, a problem arises with any aspect of our service, please contact Gareth Vaughan. The matter will be dealt with promptly and, where possible, will be resolved. You may, refer a complaint at any time to our regulatory bodies, Institute of Chartered Accountants in England and Wales (ICAEW) and Chartered Institute of Taxation (CIOT), for investigation and, if necessary, arbitration.

The Contracts (Rights of Third Parties) Act 1999

It is intended that the terms of our engagement do not confer any rights on any third party. For the avoidance of doubt, any rights conferred on third parties pursuant to the Contracts (Rights of Third Parties) Act 1999 shall be excluded.

Jurisdiction

These terms of engagement shall be governed by, and construed in accordance with, English law and the Courts of England shall have exclusive jurisdiction to settle any dispute that may arise between us. 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.

In carrying out our duties, we shall also adhere to the ethical guidelines of the ICAEW and CIOT.

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 clause below which details how we treat personal data received by us in the provision of our services during our engagement with you. By signing this letter, you confirm that you have read and understood the data protection clauses and any privacy notice referred to therein.

In this clause, 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 all applicable privacy and data protection legislation and regulations including PECR, the GDPR and any applicable national laws, regulations and secondary legislation in the UK relating to the processing of personal data and the privacy of electronic communications, as amended, replaced or updated from time to time;

'controller', 'data subject', 'personal data', and 'process' shall have the meanings given to them in the data protection legislation;

'GDPR' means the General Data Protection Regulation ((EU) 2016/679); and

'PECR' means the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003).

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 subject's consent; and
- (iii) you have complied with the necessary requirements under the data protection legislation to enable you to do so.

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 engagement with you;
- (ii) in order to comply with our legal or regulatory obligations; and
- (iii) where it is necessary for the purposes of our legitimate interests and those interests are not overridden by the data subjects' own privacy rights

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.

Should you require any further details regarding our treatment of personal data, please let us know.

Agreement of terms

Once agreed, the terms set out above will apply, subject to any variation agreed with you, until they are replaced.