

TERMS OF BUSINESS

Introduction

The following terms of business apply to all engagements accepted by Goldwyns Limited (company registered number 5361691). All work is carried out under these terms except where changes are expressly agreed in writing. Your particular attention is drawn to clause 14 (Guarantee and indemnity) and clause 17 (Limitation of liability) below.

1. Interpretation

1.1. The following definitions are used in these terms of business:

- (a) "engagement letter" means the letter and attachments (including these terms of business) which sets out the basis of our contract with you and which constitutes the entire agreement between us;
- (b) "engagement" means the services which we offer to provide by the engagement letter;
- (c) "guarantors" means all officers, directors, partners or trustees of the client;
- (d) "guaranteed obligations" means all monies, debts and liabilities of any nature from time to time due or owing from or incurred by the client to us; and
- (e) "staff member" means any director, officer, employee, consultant, representative or agent.

1.2. These terms of business replace any previous terms of business that apply to the engagement and shall apply to any future engagements carried out by us on your behalf unless varied or replaced. We are not bound by any terms you have sent to us prior to your acceptance of the engagement letter nor any amendments to these terms, unless specifically agreed by us in writing.

1.3. We have the right to vary these terms of business from time to time on giving you at least 7 days' notice in writing and the varied terms of business shall take effect (and shall be binding and enforceable) from the 8th day after such notice is given.

2. Applicable law

2.1. Our engagement letter, the schedules of services and our standard terms and conditions of business are governed by, and should be construed in accordance with English law. Each party agrees that 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 on any basis. Each party irrevocably waives any right 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.

2.2. We will not accept responsibility if you act on advice previously given by us without first confirming with us that the advice is still valid in light of any change in the law or in your circumstances. We will accept no liability for losses arising from changes in the law, or the interpretation thereof, that occur after the date on which the advice is given.

3. Client identification

3.1. As with other professional services firms, we are required to identify our clients for the purposes of the UK anti-money laundering legislation. We may request from you, and retain, such information and documentation as we require for these purposes and / or make searches of appropriate databases. If we are not able to obtain satisfactory evidence of your identity, we will not be able to proceed with the engagement.

3.2. If you undertake business that requires you to be supervised by an appropriate supervisory authority to follow anti-money laundering regulations including if you accept or make a high value cash payments of £10,000 or more (or equivalent in any currency) in exchange for goods you should inform us.

3.3. Any personal data received from you to comply with our obligations under The Money Laundering, Terrorist Financing and Transfer for Funds (Information on the Payer) Regulations 2017 (MLR 2017) will be processed only for the purposes of preventing money laundering or terrorist financing. No other use will be made of this personal data unless use of the data is permitted by or under enactment other than the MLR 2017, or we have obtained the consent of the data subject to the proposed use of the data.

4. Clients' money

4.1. We may, from time to time, hold money on your behalf. The money will be held in trust in a client bank account, which is segregated from the firm's funds. The account will be operated, and all funds dealt with, in accordance with ICAEW's Clients' Money Regulations.

4.2. To avoid excessive administration, interest will only be paid to you if the amount earned on the balances held on your behalf in any calendar year exceeds £100. Any such interest would be calculated using the prevailing rate applied by Barclays Bank Plc for small deposits subject to the minimum period of notice for withdrawals. Subject to any tax legislation, interest will be paid gross.

4.3. If the total sum of money held on your behalf exceeds £10,000 for a period of more than 30 days, or such sum is likely to be held for more than 30 days, then the money will be placed in a separate client bank account designated specifically to you. Any interest earned on such money will be paid to you.

4.4. We will return monies held on your behalf promptly, as soon as there is no longer any reason to retain those funds. If any funds remain in our client account that are unclaimed, and the client to which they relate has remained untraced for five years, or we as a firm cease to practise, we may pay those monies to a registered charity.

5. Commissions or other benefits

5.1. In some circumstances we may receive commissions or other benefits for introductions to other professionals or in respect of transactions which we arrange for you.

5.2. If this happens, we will notify you in writing of the amount and terms of payment and receipt of any such commissions or benefits unless the amount does not exceed £500.00.

5.3. The fees you would otherwise pay will not be reduced by the amount of the commissions or benefits. You agree that we can retain the commission or other benefits without being liable to account to you for any such amounts.

6. Client responsibilities

6.1. It is your responsibility to provide us with complete, accurate and timely information necessary for our engagement. We will not be responsible for any consequences that may arise from your failure to do so and such failures may result in additional fees.

6.2. The reports, letters, information and advice that we provide to you are given in confidence and are provided for your information. They should not be used for any other purpose or referred to in any other document or made available to any other party without our prior written permission. The only exceptions to this requirement are: others within your own organisation; your professional advisors acting in such capacity; or as required by a court, regulatory body or governmental agency of competent jurisdiction.

6.3. Oral comments made in discussion with you about reports, letters, information and advice that we provide will not have any greater significance than explanations or other material contained therein and reliance may only be placed on written information and comments.

6.4. Where it is envisaged that reports, letters, information or advice given by us to you will be provided to, or used by, a third party we reserve the right to agree with you terms regarding such provision or to require the third party to enter into a direct relationship with us. Unless otherwise agreed in writing, we recognise no responsibility whatsoever other than that owed to you as at the date on which our report or other advice is given. Accordingly, none of these terms, or the terms of any such document, is enforceable under the Contract (Rights of Third Parties) Act 1999 by a person who is not a party to it.

6.5. You will agree the terms under which we provide any opinions, certificates or reports to third parties with us in advance and will not commit us without our prior written consent. If we become liable to any third party in respect of any opinion, certificate or report given by us which is inaccurate or misleading as a direct result of your failure to supply us with complete, accurate and timely information that could reasonably be expected to have a material impact on our opinions, certificates or reports to third parties, then you are liable to indemnify us against any liability which we may have arising from such failure to supply information.

6.6. Where information that is, or may be, relevant to our work has been provided to someone in the firm other than those individuals who are carrying out the firm's responsibilities for that work, you accept that knowledge of that information will not automatically be imputed to those individuals.

7. Confidentiality

7.1. Unless we are authorised by you to disclose information on your behalf, we confirm that if you give us confidential information we will, at all times during and after this engagement, keep it confidential, except as required by law or as provided for in regulatory, ethical or other professional pronouncements applicable to us or our engagement.

7.2. You agree that, if we act for other clients who are or who become your competitors, to comply with our duty of confidentiality it will be sufficient for us to take such steps as we think appropriate to preserve the confidentiality of information given to us by you, both during and after this engagement. These may include taking the same or similar steps as we take in respect of the confidentiality of our own information.

7.3. In addition, if we act for other clients whose interests are or may be adverse to yours, we will manage the conflict by implementing additional safeguards to preserve confidentiality. Safeguards may include measures such as separate teams and physical separation of those teams, and separate arrangements for storage of, and access to, information.

7.4. You agree that the effective implementation of such steps or safeguards as described above will provide adequate measures to avoid any real risk of confidentiality being impaired.

7.5. We may, on occasions, subcontract work on your affairs to other tax or accounting professionals. The subcontractors will be bound by our client confidentiality terms.

7.6. We will inform you of the proposed use of a subcontractor before they commence work, except where your data will not be transferred out of our systems and the subcontractor is bound by confidentiality terms equivalent to an employee.

8. Conflicts of interest

8.1. We will inform you if we become aware of any conflict of interest in our relationship with you or in our relationship with you and another client, unless we are unable to do so because of our confidentiality obligations. We have safeguards that can be implemented to protect the interests of different clients if a conflict arises. If conflicts are identified which cannot be managed in a way that protects your interests, we regret that we will be unable to provide further services.

8.2. If there is a conflict of interest that is capable of being addressed successfully by the adoption of suitable safeguards to protect your interests, we will adopt those safeguards. In resolving the conflict, we would be guided by ICAEW's Code of Ethics, which can be viewed at icaew.com/en/membership/regulations-standards-and-guidance/ethics. During and after our engagement, you agree that we reserve the right to act for other clients whose interests are or may compete with or be adverse to yours, subject, of course, to our obligations of confidentiality and the safeguards set out in the paragraph on confidentiality above.

9. Data Protection – Data controllers

9.1. In this clause 9, the following definitions shall apply:

- (a) "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;
- (b) "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;
- (c) "controller", "data subject", "personal data", and "process" shall have the meanings given to them in the data protection legislation;
- (d) "GDPR" means the General Data Protection Regulation ((EU) 2016/679); and
- (e) "PECR" means the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003).

9.2. 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.

9.3. You shall only disclose client personal data to us where:

- (a) you have provided the necessary information to the relevant data subjects regarding its use (and you may use or refer to our privacy notice available at <https://www.goldwyns.co.uk/about-us/privacy-notice>.)
- (b) 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
- (c) you have complied with the necessary requirements under the data protection legislation to enable you to do so.

9.4. Should you require any further details regarding our treatment of personal data, please contact any director of the firm.

9.5. We operate a full privacy policy in respect of all our services. please refer to our website (www.goldwyns.co.uk) for our full privacy notice or a copy may be provided by request.

9.6. For the purpose of providing our services to you, we may disclose the client personal data to our regulatory bodies or other third parties (for example, our professional advisors or service providers). We will only disclose client personal data to a third party (including a third party outside of the EEA) provided that the transfer is undertaken in compliance with the data protection legislation.

9.7. We may disclose the client personal data to other third parties in the context of a possible sale, merger, restructuring or financing of or investment in our business. In this event we will take appropriate measures to ensure that the security of the client personal data continues to be ensured in accordance with data protection legislation. If a change happens to our business, then the new owners may use our client personal data in the same way as set out in these terms.

9.8. 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 (for example in the UK, the Information Commissioner's Officer); or
- (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.

10. Data protection – data processors

10.1. Where we provide payroll processing services (or any other similar engagement where specified), we both acknowledge that for the purposes of the data protection legislation, you are the data controller and we are the data processor. Our engagement letter sets out 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.

10.2 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 the client personal data;
- (b) 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;
- (c) we appoint a sub-processor (but only if you have given us your prior written consent and where we have engaged the sub-processor on equivalent terms to these); or

- (d) we reasonably believe that there has been a personal data breach in respect of the client personal data (and without undue delay).

10.2. At your cost and upon receipt of your prior written notice, we will 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 laws.

10.3. Without prejudice to the generality of these clauses, 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.

11. Disengagement

11.1 If we resign or are asked to resign, we may issue a disengagement letter to ensure that our respective responsibilities are clear. If we have no contact with you for a period of 12 months or more, we may issue to your last known address a disengagement letter and thereafter cease to act.

12. Electronic and other communication

12.1. 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 and to carry out appropriate security checks on any information received electronically.

12.2. Particularly with electronic communication, there is a risk of non-receipt, delayed receipt, inadvertent misdirection or interception by third parties. We use security 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 other means, other than when electronic submission is mandatory.

12.3. 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.

13. Fees and payment terms

13.1. 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.

13.2. 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 by each member of staff necessarily engaged on your affairs, multiplied by their charge-out rate per hour, with VAT then being charged thereon. Indicative hourly charge-out rates are £175 for a partner / director; £140 for a manager; £115 for a senior or £95 for assistants and junior staff.

13.3. We may, at our discretion, require our invoice(s) to be paid in full before our reports are signed and accounts or returns are filed.

13.4. 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.

13.5. 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 or another party.

13.6. We reserve the right to increase our costs annually in line with inflation, subject to a minimum of 3%.

13.7. We will bill at appropriate intervals during the course of our engagement and our invoices will be due for payment upon presentation. Our fees are exclusive of VAT which will be added where it is chargeable. Any disbursements we incur on your behalf, and expenses incurred in the course of carrying out our work for you, will be added to our invoices where appropriate.

13.8. 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.

13.9. It is our normal practice to issue interim invoices when dealing with continuous or recurring work. The payment terms for interim invoices are the same as for invoiced fees.

13.10. We reserve the right to charge interest on late paid invoices at the rate of 3% above bank base rates (which shall be compounded monthly), or the rate currently in force 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.

13.11. 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.

13.12. 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.

13.13. Where our appointment is by a parent company on behalf of a group, invoices may be addressed to either the parent company or a group company or entity, and both parties are jointly and severally liable to pay the invoice.

13.14. On termination of the engagement, you may appoint a new adviser. Where a new adviser requests professional clearance and handover information, we reserve the right to charge you a reasonable fee for the provision of handover information.

14. Guarantee and indemnity

14.1 Your particular attention is drawn to this section.

14.1. In consideration of us entering into the engagement with you and providing the services, the guarantors jointly and severally (where applicable) guarantee to us and our successors, transferees and assigns that whenever you (the client) do not pay any of the guaranteed obligations as and when they fall due the guarantors shall make due and punctual payment to us on demand of the guaranteed obligations.

14.2. If the guaranteed obligations are, or become, unenforceable, invalid or illegal, the guarantors agree to indemnify us and keep us indemnified in full and on demand from and against all and any losses, costs (including legal costs and disbursements) and expenses suffered or incurred by us arising out of, or in connection with, any failure of you (the client) to perform or discharge the guaranteed obligations.

14.3. The guarantors as principal obligors and as a separate and independent obligation and liability from their obligations and liabilities under clause 14.2 agree to jointly and severally (where applicable) indemnify us and keep us indemnified in full and on demand from and against all and any losses, costs (including legal costs and disbursements) and expenses suffered or incurred by us arising out of, or in connection with, any failure of you (the client) to perform or discharge the guaranteed obligations.

14.4. This guarantee and indemnity is and shall at all times be a continuing security and shall cover the ultimate balance of all monies payable under the engagement and these terms of business, irrespective of any intermediate payment or discharge in full or in part of the guaranteed obligations.

14.5. The liability of the guarantors under this guarantee and indemnity shall not be reduced, discharged or otherwise adversely affected by:

- (a) any act, omission, matter or thing which would not have discharged or affected the liability of the guarantors had they been a principal debtor instead of a guarantor or indemnifier; or

- (b) anything done or omitted by any person which, but for this provision, might operate or exonerate or discharge the guarantors or otherwise reduce or extinguish their liability under this guarantee.

14.6. The guarantors waive any right they may have to require us (or any trustee or agent on our behalf) to proceed against or enforce any other right or claim for payment against any person before claiming from the guarantors under this clause 14.

14.7. The guarantors shall on a full indemnity basis pay to us on demand the amount of all costs and expenses (including legal and out-of-pocket expenses and any value added tax on those costs and expenses) which we incur in connection with:

- (a) the preservation, or exercise and enforcement, of any rights under or in connection with this guarantee and indemnity or any attempt so to do; and
- (b) any discharge or release of this guarantee and indemnity.

15. Help us to give you the best service

15.1. We are committed to providing you with a high-quality service that is both efficient and effective. If, at any point 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 any director of the firm.

15.2. We will consider carefully any complaint you may make about our service as soon as we receive it and do all we can to explain the position to you. We will acknowledge your letter within five business days of its receipt and endeavour to deal with your complaint within eight weeks.

15.3. If we do not answer your complaint to your satisfaction, you may, of course, take up the matter with our professional body, ICAEW.

15.4. For consumer agreements only, should we be unable to resolve your complaint you may also be able to refer your complaint to an alternative dispute resolution (ADR) provider to try and reach a resolution. We will provide details of an ADR provider if we cannot resolve your complaint using our internal procedures. This is in addition to your ability to complain to ICAEW.

16. Intellectual property rights and use of our name

16.1. We will retain all intellectual property rights in any document prepared by us during the course of carrying out the engagement except where the law specifically states otherwise.

16.2. You are not permitted to use our name in any statement or document 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. Limitation of liability

17.1. Your particular attention is drawn to this section.

17.2. We will provide our services with reasonable care and skill. Our liability to you is limited to losses, damages, costs and expenses directly caused by our negligence, fraud or wilful default.

17.3. The following types of loss that are wholly excluded:

- (a) loss of profits.
- (b) loss of sales or business.
- (c) loss of agreements or contracts.
- (d) loss of anticipated savings.
- (e) loss of use or corruption of software, data or information.
- (f) loss of or damage to goodwill; and
- (g) indirect or consequential loss.

17.4. We will not be liable if such losses, penalties, interest or additional tax liabilities are caused by the acts or omissions of any other person, or due to the provision to us of incomplete, misleading or false information, or if they are caused by a failure to act on our advice or a failure to provide us with relevant information.

17.5. In particular, where we refer or introduce you to another firm, company, entity or person ("referred party") whom you engage with directly, we accept no responsibility in relation to their work or advice and will not be liable for any loss, injury, damage, cost, expense or delay caused by them and/or incurred or suffered by you. In particular, but without limitation, we will not be liable for any loss, injury, damage, cost, expense or delay arising from, or in any way connected with:

- (a) any failure of the referred party to meet your requirements for all or any of the purposes for which the referred party is required by you; or
- (b) any act or omission of a referred party, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise;
- (c) any loss, injury, damage, expense or delay suffered by a referred party.

17.6. We will not be liable to you for any delay or failure to perform our obligations under this engagement letter if the delay or failure is caused by circumstances outside our reasonable control.

17.7. We will not be responsible or liable for any loss, damage or expense incurred or sustained if information material to the service we are providing is withheld or concealed from us or misrepresented to us.

17.8. However, the exclusion at 17.7 shall not apply where such misrepresentation, withholding or concealment is or should (in carrying out the procedures that we have agreed to perform with reasonable care and skill) have been evident to us without further enquiry beyond that which it would have been reasonable for us to have carried out in the circumstances.

17.9. You agree to indemnify us and our agents in respect of any claim (including any claim for negligence) arising out of any unauthorised disclosure by you or by any person for whom you are responsible of our advice and opinions, whether in writing or otherwise. This indemnity will extend to the cost of defending any such claim, including payment at our usual rates for the time that we spend in defending it.

18. Interpretation and severance

18.1 If any provision of our engagement letter or terms of business is held to be void, that provision will be deemed not to form part of this contract. In the event of any conflict between these terms of business and the engagement letter or appendices, the relevant provision in the engagement letter or schedules will take precedence.

19. Group companies and internal disputes

19.1. Where our appointment is by a parent company on behalf of a group, the parent company confirms that these terms of business apply to all group companies and entities to which we have been appointed.

19.2. If we become aware of a dispute between the parties who own the business or who are in some way involved in its ownership and management, it should be noted that our client is the business and we would not provide information or services to one party without the express knowledge and permission of all parties. Unless otherwise agreed by all parties, we will continue to supply information to the registered office for the attention of the directors, partners or trustees (as applicable). If conflicting advice, information or instructions are received from different directors, partners, trustees in the business, we will refer the matter back to the board of directors or the partnership and take no further action until the board or partnership has agreed the action to be taken.

20. Investment advice (including insurance distribution services)

20.1. Investment business is regulated by the Financial Services and Markets Act 2000. If, during the provision of professional services to you, you need advice on investments including insurances, we may have to refer you to someone who is authorised by the Financial Conduct Authority, as we are not. However, as we are licensed by the ICAEW, we may be able to provide certain investment services that are complementary to, or arise out of, the professional services we are providing to you. Such advice may include:

- (a) advising you on investments generally, but not recommending a particular investment or type of investment;
- (b) advising on the sale of a contractually based investment other than disposing of any rights or interests which you may have as a member of a personal pension scheme;

- (c) advising and assisting you in transactions concerning shares or other securities not quoted on a recognised exchange;
- (d) managing investments or acting as trustee (or donee of a power of attorney) where decisions to invest are taken on the advice of an authorised person; or
- (e) referring you to a Permitted Third Party (PTP) (an independent firm authorised by the FCA) and assisting you and the authorised third party during the course of any advice given by that party (which may include comments on or explanations of the advice received but not alternative recommendations).

20.2. Any PTP will issue you with their own terms and conditions letter; will be remunerated separately for their services; and will take full responsibility for compliance with the requirements of the Financial Services and Markets Act 2000. When referring you to a PTP we may refer you to Goldwyns Wealth Management Limited.

20.3. We may also, on the understanding that the shares or other securities of the company are not publicly traded:

- (a) advise the company, existing or prospective shareholders in relation to exercising rights, taking benefits or share options valuation and methods;
- (b) arrange any agreements in connection with the issue, sale or transfer of the company's shares or securities;
- (c) arrange for the issue of the new shares; and
- (d) act as the addressee to receive acceptance of offer documents and associated correspondence.

21. Lien

21.1 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.

22. Limitation of third-party rights

22.1 The advice and information we provide to you as part of our service is for your sole use, and not for any third party to whom you may communicate it, unless we have expressly agreed in the engagement letter that a specified third party may rely on our work. We accept no responsibility to third parties, including any group company to whom the engagement letter is not addressed, for any advice, information or material produced as part of our work for you which you make available to them. A party to this agreement is the only person who has the right to enforce any of its terms, and no rights or benefits are conferred on any third party under the Contracts (Rights of Third Parties) Act 1999.

23. Period of engagement and termination

23.1. Unless otherwise agreed in our engagement letter, our work will begin when we receive implicit or explicit acceptance of that letter. Except as stated in that letter, we will not be responsible for periods before that date.

23.2. Each of us may terminate our agreement by giving not less than 21 days' notice in writing to the other party except if you fail to cooperate with us or we have reason to believe that you have provided us or HMRC with misleading information, in which case we may terminate this agreement immediately. Termination will be without prejudice to any rights that may have accrued to either of us before termination.

23.3. We reserve the right to terminate the engagement between us with immediate effect in the event of: your insolvency, bankruptcy or other arrangement being reached with creditors; an independence issue or change in the law which means we can no longer act; failure to pay our fees by the due dates; or either party being in breach of their obligations if this is not corrected within 30 days of being asked to do so.

23.4. In the event of termination of our contract, we will endeavour to agree with you the arrangements for the completion of work in progress at that time, unless we are required for legal or regulatory reasons to cease work immediately. In that event, we will not be required to carry out further work and shall not be responsible or liable for any consequences arising from termination.

23.5. If you engage us for a one-off piece of work (for example, advice on a one-off transaction or preparation of a tax return for one year only), the engagement ceases as soon as that work is completed.

The date of completion of the work is taken to be the termination date, and we owe you no duties and we will not undertake further work beyond that date.

23.6. Where recurring work is provided (for example, ongoing compliance work such as the completion of annual tax returns), the engagement ceases on the relevant date in relation to the termination as set out above. Unless immediate termination applies, in practice this means that the relevant termination date is:

- (a) 21 days after the date of notice of termination; or
- (b) a later agreed date.

We owe you no duties beyond the date of termination and will not undertake any further work.

23.7. Unless otherwise stated in the engagement letter, upon termination of the engagement we will be entitled to payment for the work carried out by us up to the date of termination, less any payments already received. We will render an invoice for this work to the extent not already invoiced for this engagement under these terms.

24. Professional rules and statutory obligations

24.1. We will observe and act in accordance with the Bye-laws, regulations and Code of Ethics of ICAEW including Professional Conduct in Relation to Taxation and will accept instructions to act for you on this basis.

24.2. In particular you give us the authority to correct errors made by HMRC or other regulatory body if we become aware of them. We will not be liable for any loss, damage or cost arising from our compliance with statutory or regulatory obligations. The requirements are available online at icaew.com/en/membership/regulations-standards-and-guidance.

24.3. We confirm that we are statutory auditors eligible to conduct audits under the Companies Act 2006. When conducting audit work, we are required to comply with the Ethical and Auditing Standards issued by the FRC, which can be accessed online at www.frc.org.uk/Our-Work/Codes-Standards/Audit-and-assurance/Standards-and-guidance/Standards-and-guidance-for-auditors.aspx. We are also required to comply with the Audit Regulations and Guidance which can be accessed at icaew.com/en/technical/audit-and-assurance/working-in-the-regulated-area-of-audit.

24.4. We are registered to carry on audit work in the UK by the ICAEW. Details of our audit registration can be viewed at www.auditregister.org.uk, under reference number C001227750.

25. Quality control

25.1. As part of our ongoing commitment to provide a quality service, our files are periodically reviewed by an independent regulatory or quality control body. These reviewers are highly experienced professionals and are bound by the same rules of confidentiality as our principals.

25.2. When dealing with HMRC on your behalf we are required to be honest and to take reasonable care to ensure that your returns are correct. To enable us to do this, you are required to be honest with us and to provide us with all necessary information in a timely manner. For more information about 'Your Charter' for your dealings with HMRC, visit www.gov.uk/government/publications/your-charter. To the best of our abilities, we will ensure that HMRC meet their side of the Charter in their dealings with you.

26. Reliance on advice

26.1 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.

27. Retention of papers

27.1. You have a legal responsibility to retain documents and records relevant to your financial affairs. During the course of our work we may collect information from you and others relevant to your tax and financial affairs. We will return any original documents to you if requested.

27.2. Although certain documents may legally belong to you, we may destroy correspondence and other papers that we store electronically or otherwise that are more than seven years old, except documents we

think may be of continuing significance. You must tell us if you wish us to keep any particular document for any longer period.

28. Submission of documents

28.1. We will require your authorisation before we can submit any final documents or returns on your behalf (and, for the avoidance of doubt, this encompasses signed tax personal tax returns, VAT returns, PAYE / payroll submissions, final accounts or other documents filed at Companies House and any other form of financial, regulatory or taxation returns made to any third party). The nature and form of this authority is at our absolute discretion and may be oral, written, electronic, formal or implicit as the circumstances dictate. We also reserve the right to vary our requirements without prior notice.

28.2. It is your responsibility to ensure these submissions are made in adequate time to the relevant parties, and we do not hold primary responsibility for ensuring this is done, although we may levy additional charges if we are given insufficient time to make the appropriate returns. However, this firm will accept absolutely no responsibility for the consequences of late submissions whatsoever where adequate authority has not been received by us at least seven full business days before the submission is due.

29. Timing of our services

29.1. If you provide us with all information and explanations on a timely basis in accordance with our requirements, we will plan to undertake the work within a reasonable period of time to meet any regulatory deadlines. However, failure to complete our services before any such regulatory deadline would not, of itself, mean that we are liable for any penalty or additional costs arising.

29.2. We recommend that you provide us with all necessary information as soon as the reporting period has ended, and at least 4 months before the appropriate deadline.

30. Successor firm

30.1. If we shall merge with another firm or transfer our business to another partnership, a limited liability partnership or a company ("successor firm") then our engagement with you shall not automatically terminate by reason of such merger or transfer. You agree that the successor firm is automatically appointed by you so that continuity of service can be provided to you. Both the successor firm and you may rely on the engagement letter as setting out the continuing terms of the engagement. If such transfer requires some official action by you then you will take such steps as are necessary to enable continuity of service, for example, by the appointment of the successor firm as your accountants.

30.2 Paragraph 30.1 does not in any way limit your termination rights as set out above.

Last updated April 2023 [para 13.2 only]