

Terms and conditions in respect of work undertaken by First Call Financials (SW) Limited

Introduction

1. These terms and conditions set out the general terms under which we undertake our business. The specific conditions relating to particular assignments will be covered in separate letters of engagement.

Applicable law

2. These terms and conditions, our engagement letters, and the schedule of services are all governed by, and should be construed in accordance with English law. Each party agrees that the courts of England and Wales 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 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.

Authorisation and registration

3. Tarah Maguire of First Call Financials (SW) Limited holds a licence to engage in public practice regulated with The Association of Accounting Technicians under licence number 1002792.

4. We are not registered as auditors.

Bribery Act 2010

5. In accordance with the requirements of the Bribery Act 2010 we have policies and procedures in place to prevent the business and its partners and staff from offering or receiving bribes.

Client identification and verification

6. As with other professional services firms, we are required to identify and verify our clients for the purposes of the UK anti-money laundering legislation. Save in exceptional circumstances we cannot start work until this requirement has been met. We may request from you, and retain, such information and documentation as we require for these purposes and/or make searches of appropriate databases including ID verification software.

Client monies

7. We may, from time to time, hold money on your behalf. Such 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 the Clients' Monies Rules.

8. 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 then we may pay those monies to a registered charity.

9. Fees paid by you in advance for professional work to be performed and clearly identifiable as such shall not be regarded as clients' monies.

Commissions or other benefits

10. In some circumstances, commissions or other benefits may become payable to us in respect of transactions which we arrange for you. Where this happens we will notify you in writing of the amount and terms of payment and receipt of any such commissions or benefits. The same will apply where the payment is made to or transactions are arranged by a person or business connected with ours. We will not reduce the fees we would otherwise charge by the amount of the commissions or benefits.

Confidentiality

11. Communication between us is confidential and we shall take all reasonable steps to keep confidential your information except where we are required to disclose it by law, by regulatory bodies, by our insurers or as part of an external peer review. Unless we are authorised by you to disclose information on your behalf this undertaking will apply during and after this engagement.

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

Conflicts of interest

13. 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. Where conflicts are identified which cannot be managed in a way that protects your interests then we regret that we will be unable to provide further services. If this arises, we will inform you promptly. We reserve the right to act for other clients whose interests are not the same as or are adverse to yours, subject, of course, to the obligations of confidentiality referred to above.

14. If there is a conflict of interest that is capable of being addressed successfully by the adoption of suitable safeguards to protect your interests then we will adopt those safeguards. Where possible this will be done on the basis of your informed consent. We reserve the right to act for other clients whose interests are not the same as or are adverse to yours subject of course to the obligations of confidentiality referred to above.

Contracts (Rights of Third Parties) Act 1999

15. 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 under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

Data Protection

16. We confirm that we will comply with the provisions of the General Data Protection Regulation (GDPR) when processing personal data about you, your directors and employees.

Processing means:

- obtaining, recording or holding personal data; or
- carrying out any operation or set of operations on personal data, including collecting and storage, organising, adapting, altering, using, disclosure (by any means) or removing (by any means) from the records manual and digital.

17. The information we obtain, process, use and disclose will be necessary for:

- the performance of the contract
- to comply with our legal and regulatory compliance and crime prevention
- contacting you with details of other services where you have consented to us doing so
- other legitimate interests relating to protection against potential claims and disciplinary action against us.

This includes, but is not limited to, purposes such as updating and enhancing our client records, analysis for management purposes and statutory returns.

18. In regard to our professional obligations we are regulated by the Association of Accounting Technicians (AAT). Under the ethical and regulatory rules of AAT we are required to allow access to client files and records for the purpose of maintaining our membership of this body.

19. Further details on the processing of data are contained in our privacy notice, which should be read alongside these terms and conditions.

Disengagement

20. Should we resign or be requested to resign we will normally issue a disengagement letter to ensure that our respective responsibilities are clear.

21. Should we have no contact with you for a period of one year or more we may issue a disengagement letter and hence cease to act.

22. We reserve the right following termination for any reason to destroy any of your documents that we have not been able to return to you after a period of six months unless other laws or regulations require otherwise.

Electronic and other communication

23. As instructed, we will communicate with you and with any third parties you instruct us to as set out in our covering letter and privacy notice via email or by other electronic means. The recipient is responsible for virus-checking emails and any attachments.

24. With electronic communication there is a risk of non-receipt, delayed receipt, inadvertent misdirection or interception by third parties. We use virus-scanning software to reduce the risk of viruses and similar damaging items being transmitted through emails or electronic storage devices. However, electronic communication is not totally secure and we cannot be held responsible for damage or loss caused by viruses, nor for communications that 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 accept 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 hard copy, other than where electronic submission is mandatory.

25. 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 that the document was sent.

26. When accessing information held electronically by HMRC, we may have access to more information than we need and will only access records reasonably required to carry out the contract.

27. You are required to keep us up to date with accurate contact details at all times. This is important to ensure that communications and papers are not sent to the incorrect address.

Ethical guidelines

28. We are bound by the ethical guidelines of The Association of Accounting Technicians and accept instructions to act for you on the basis that we will act in accordance with those ethical guidelines. A copy of these guidelines can be viewed at our offices on request or can be seen at www.aat.org.uk. We will not be liable for any loss, damage or cost arising from our compliance with statutory or regulatory obligations.

Fees

29. 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 that we provide, as well as the level of risk.

30. If we provide you with an estimate of our fees for any specific work, then the estimate will not be contractually binding unless we explicitly state that that will be the case.

31. Fixed fee quotations

a) We may indicate a fixed fee for the provision of specific services or an indicative range of fees for a assignment. All fee quotations are valid for 30 days.

- b) 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.
- c) 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.
- d) All fixed fees are quoted based on you or your bookkeeper accurately recording all transactions in our spreadsheet or on any recognised bookkeeping system. This means that all bank balances, assets and liabilities are recorded accurately within your bookkeeping system.
- e) Fixed fees do not include bookkeeping. If your bookkeeping is not complete and accurate, or if your bookkeeping does not give a trial balance for us to work from, it will be necessary for us to carry out some bookkeeping prior to preparing VAT returns, management accounts or year-end accounts. Bookkeeping will be charged at our prevailing rates per hour depending on the level of skill required for the work. This will be invoiced soon after carrying out such work in addition to any fixed fee quoted.
- f) Fixed fees do not include resolving problems, correcting work or recalculating work that has been carried out by you or your previous agents for past years. If it is found such work is required we would discuss the situation and additional fees with you prior to carrying out any such work.
- g) When preparing accounts under a fixed fee arrangement we will make one set of amendments you require, and issue one full set of revised accounts and tax returns with no additional charge. If further information is provided after we have prepared the revised accounts we will charge a minimum of 20% of the annual fee for such amendments and providing further revised accounts. It is recommended that you provide full information relating to your business and income prior to us carrying out any accounting work.

32. 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 a service was arranged through us you will need to advise us of any such insurance cover that you have. You will remain liable for our fees regardless of whether all or part are liable to be paid by your insurers.

33. Our fee arrangements and quotations may include support. The type, scope and quantity of work included as support may be varied at any time by us and is entirely at our discretion and may be defined on an individual basis by us. Support does not include advice, carrying out research, or carrying out analysis.

34. If it is necessary to carry out work outside the agreed work outlined in any fixed fee arrangement it will involve additional fees. These fees will be computed based on time spent by principals and our staff, and on the levels of skill and responsibility involved. If no fixed fee arrangement is in place, then any work done will be calculated on this basis. A full list of the time spent and the charge out rates used is available on request. Our normal hourly rates are set by us and reviewed annually. These are available on request.

35. Our terms relating to payment of amounts invoiced are full invoice payable on presentation. Prompt payment will be appreciated. Interest will be charged on all overdue

debts at the rate stated on the invoice. Invoices must be paid in full before any report is signed by us and before the accounts are made available for filing.

36. 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. Unless otherwise agreed to the contrary our fees do not include the costs of any third party, counsel, or other professional fees.

37. It is our normal practice to ask clients to pay by monthly standing order or direct debit and to periodically adjust the monthly payment by reference to actual billings. Monthly fees are not refundable in any circumstances. If monthly fees include year-end accounts and for any reason such accounts are not prepared there is no separately identifiable amount that would be refunded.

38. We reserve the right to charge interest on late paid invoices at the rate of 8% 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 on giving written notice if payment of any fees is unduly delayed. We intend to exercise these rights only where it is fair and reasonable to do so.

39. 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.

40. In the case of a dispute over the level of fees charged we reserve the right to require that the matter is dealt with through arbitration. We recommend that arbitration is undertaken by the fee arbitration service provided by AAT for members. The fee arbitrator will be appointed by the AAT president; the fee will be as negotiated with the AAT arbitrator.

41. 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.

Implementation

42. We will only assist with implementation of our advice if specifically instructed in writing.

Intellectual property rights

43. We will retain all copyright in any document prepared by us during the course of carrying out the engagement save where the law specifically provides otherwise.

Interpretation

44. If any provision of the terms and conditions, engagement letter or schedules is held to be void, then that provision will be deemed not to form part of this contract.

45. 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.

Internal disputes

46. If we become aware of a dispute between the parties who own or are in some way involved in the ownership and management of the business, 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 or last known postal address for the attention of the directors or business owners. If conflicting advice, information or instructions are received from different individuals in the business we will refer the matter back to the directors or business owners and take no further action until the directors or business owners have agreed the action to be taken.

Investment services

47. Investment business is regulated under the Financial Services and Markets Act 2000 and the Financial Services Act 2012. We do not provide investment services.

Insolvency advice

48. If you need advice regarding insolvency, we may ask you to contact an insolvency practitioner. We do not give insolvency advice.

Lien

49. Insofar as permitted to do so by law or 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.

Limitation of liability

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

51. Exclusion of liability for loss caused by others

We will not be liable if such losses, penalties, surcharges, interest or additional tax liabilities are due to 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 due to a failure to act on our advice or a failure to provide us with relevant information. Where we refer you to another firm whom you engage with directly, we accept no responsibility in relation to their work and will not be liable for any loss caused by them.

52. Exclusion of liability in relation to circumstances beyond our control

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.

53. Exclusion of liability relating to non-disclosure or misrepresentation

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 wrongly misrepresented to us or from fraudulent acts, misrepresentation or wilful default on the part of any party to the transaction and their directors, officers, employees, agents or advisers. This exclusion shall not apply where such misrepresentation, withholding or concealment is or should (in carrying out the procedures which we have agreed to perform with reasonable care and skill) have been evident to us without further enquiry.

54. Indemnity for unauthorised disclosure

You agree to indemnify us and our agents in respect of any claim (including any claim for negligence) arising out of any unauthorised disclosure 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.

55. Limitation of aggregate liability

In respect of the work detailed within all engagements with you we limit our liability to you to a maximum of £500,000 including legal costs. That sum shall be the maximum aggregate liability of this company, its directors agents and employees to all persons to whom the engagement letter is addressed and also any other person that we have agreed with you may rely on our work. By signing the engagement letter, you agree that you have considered this limit and accept that it is reasonable in all the circumstances. If you do not wish to accept it you should contact us to discuss it before signing the engagement letter. You have agreed that you will not bring any claim of a kind that is included within the subject of the limit against any of our principals/ directors/members or employees; on a personal basis.

Limitation of Third-Party Rights

56. 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. It may not be used or relied upon for any other purpose or by any other person other than you without our prior written consent. A party to this agreement is the only person who has the right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

57. If our advice is disclosed to any third party (with or without our consent), then we accept no responsibility or liability to that third party for any consequences that may arise to them, should they rely on the advice.

58. If it is proposed that any documents or statement which refer to our name are to be circulated to third parties, please consult us before they are issued.

Money Laundering Regulations 2017

59. In accordance with the Proceeds of Crime Act, The Terrorism Act, Money Laundering Regulations 2017 and The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 you agree to waive your right to confidentiality to the extent of any report made, document provided or information disclosed to the National Crime Agency (NCA).

60. You also acknowledge that we are required to report directly to the NCA without prior reference to you or your representatives if during the course of undertaking any assignment the person undertaking the role of Money Laundering Reporting Officer becomes suspicious of money laundering.

61. As with other professional services firms, we are required to have appropriate risk-based policies and procedures for assessing and managing money laundering risks: this applies at the start of any business relationship and through the lifetime of the relationship. This includes undertaking appropriate customer due diligence. 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.

62. Copies of such records created as part of the client due diligence process, including any non-engagement documents relating to the client relationship and ongoing monitoring of it, will be retained by us for a period of five years after we cease to act for the business unless we are required to retain them under statutory obligation, or to retain them for legal proceedings, or you consented to the retention in which case the records will be retained for not more than 10 years.

Notification

63. We shall not be treated as having notice, for the purposes of our responsibilities, of information provided to members of our firm other than those engaged on the specific assignment (for example, information provided in connection with accounting, taxation and other services).

Period of engagement and termination

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

65. Each of us may terminate this agreement by giving not less than 21 days' notice in writing to the other party except where 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 prior to termination.

66. In the event of termination of this 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 shall not be required to carry out further work and shall not be responsible or liable for any consequences arising from termination.

67. 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.

68. 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:

- 21 days after the date of notice of termination; or
- a later agreed date

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

Professional rules and statutory obligations

70. We will observe and act in accordance with the by-laws, regulations, and ethical guidelines of the Association of Accounting Technicians (AAT) and will accept instructions to act for you on this basis.

71. You are responsible for bringing to our attention any errors, omissions or inaccuracies in your returns that you become aware of after the returns have been submitted in order that we may assist you to make a voluntary disclosure.

72. In particular, you give us the authority to correct errors made by HMRC where we become aware of them. In addition, we will not undertake tax planning which breaches professional conduct in relation to taxation. We will therefore comply with the general anti-abuse rule and the targeted anti-avoidance rule. We will not be liable for any loss, damage or cost arising from our compliance with statutory or regulatory obligations. You can see copies of these requirements at our offices.

The requirements are also available online at www.aat.org.uk.

73. The implications of professional body membership as it relates to GDPR are set out in the privacy notice, which should be read alongside these standard terms and conditions of business.

Provision of Services Regulations 2009

74. In accordance with our professional body rules we are required to hold professional indemnity insurance. Details about the insurer and coverage can be found at our offices.

Quality of service

75. We always aim to provide a high quality of service. If you would like to discuss with us how our service could be improved or if you are dissatisfied with the service that you are receiving please let us know by contacting any director of the company.

76. We undertake to investigate any complaint carefully and promptly and to do all we can to explain the position to you. If we do not answer your complaint to your satisfaction you may take up the matter with the Association of Accounting Technicians.

Reliance on advice

77. 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. Because rules and regulations frequently change, and your circumstances may change, you must ask us to confirm any advice already given if a transaction is delayed or a similar transaction is to be undertaken.

Retention of records

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

79. When we cease to act for you, we will seek to agree the position on access to cloud-accounting records to ensure continuity of service. This may require you to enter direct engagements with the software providers and pay for that service separately. Documents and records relevant to your affairs are required by law to be retained as follows:

Individuals, trustees and partnerships

- with trading or rental income: 5 years and 10 months after the end of the tax year;
- otherwise: 22 months after the end of the tax year;

Companies, LLPs and other corporate entities

- 6 years from the end of the accounting period;

These periods may be extended if HM Revenue and Customs enquires into any accounts or returns.

80. Whilst certain documents may legally belong to you, we may destroy correspondence and other papers that we store, electronically or otherwise, which are more than 7 years old. You must tell us if you require the return or retention of any specific documents for a longer period.

Timetable

81. The services we undertake to perform for you will be carried out on a timescale to be determined between us on an ongoing basis.

82. The timing of our work will in any event be dependent on the prompt supply of all information and documentation as and when required by us.