

BRYARS & CO

TERMS OF BUSINESS

August 2014

The following terms of business apply to all engagements accepted by Bryars & Co. All work is carried out under these terms except where changes are expressly agreed in writing.

The information required to be provided under the Provision of Services Regulations 2009 is displayed on our website, www.mbryars.com.

1.0 Professional rules and practice guidelines

- 1.1.1 We will observe the bye-laws, regulations and ethical guidelines of the Institute of Chartered Accountants in England and Wales and accept instructions to act for you on the basis that we will act in accordance with them. In particular you give us authority to correct Inland Revenue errors. You can see copies of these in our offices. The requirements are also available on the internet at www.icaew.co.uk/membershandbook.
- 1.1.2 We confirm that we are Registered to carry out audit work in the UK and Ireland by the Institute of Chartered Accountants in England and Wales. Details about our registration can be viewed at www.auditregister.org.uk under reference number C007195680. In carrying out audit work, we are governed by the Audit Rules and Guidance which may be viewed at www.icaew.com/auditnews. We are also subject to the code of conduct contained in the APB Ethical Standards which may be viewed at www.frc.org.uk/apb/publications/ethical.cfm.
- 1.1.3 In accordance with the disclosure requirements of the Provision of Services Regulations 2009, our professional indemnity insurer is RSA Insurance PLC, 9th Floor, One Plantation Place, 30 Fenchurch Street, London EC3M 3BD. The territorial coverage is worldwide excluding professional business carried out from any office in the USA or Canada and excludes any action for a claim brought in any court in the USA or Canada.

2.0 Investment advice

- 2.1 We are not authorised to provide advice on investments.

3.0 Commissions or other benefits

- 3.1 Although unlikely, in some circumstances we may receive commissions or other benefits for introductions to other professionals or transactions we arrange for you. In this case we will notify you in writing of the amount, the terms of payment and receipt of any such commissions or benefits. The fees you would otherwise pay as described below will be reduced by such amounts.

4.0 Clients' money regulations

- 4.1 Although unlikely, 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 the Clients' Money Regulations of the Institute of Chartered Accountants in England and Wales.
- 4.2 To avoid excessive administration, interest will only be paid to you where the amount earned on the balances held on your behalf in any calendar year exceeds £25.00. Subject to any tax legislation, interest will be paid gross.

5.0 Retention of records

- 5.1 During our work we will collect information from you and others acting on your behalf and will return any original documents to you following completion of the relevant work. You should retain them for 7 years from the end of the period to which they relate. This period can be extended if the H M Revenue & Customs enquire into your tax return.
- 5.2 Whilst certain documents may legally belong to you, unless you tell us not to, we intend to destroy correspondence and other papers that are more than seven years old except, subject to our opinion, documents we think may be of continuing significance. You must tell us if you wish us to keep any document.

6.0 Conflicts of interest and independence

- 6.1 We reserve the right to act during our engagement with you for other clients whose interests are or may be adverse to yours, subject to 7 below. We confirm that we will notify you immediately should we become aware of any conflict of interest involving us and affecting you.
- 6.2 Notwithstanding our above rights, 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/ethics under Code of Ethics Section 220.

7.0 Confidentiality

- 7.1 We confirm that where you give us confidential information we shall at all times keep it confidential, except as required by law or as provided for in regulatory, ethical or other professional statements relevant to our engagement.
- 7.2 You agree that we will be complying sufficiently with our duty of confidence if we take steps that we in good faith think fit to keep appropriate information confidential during and after our engagement.

8.0 Data Protection Act 1998

8.1 To enable us to discharge the services agreed under our engagement, and for other related purposes including updating and enhancing client records, analysis for management purposes and statutory returns, crime prevention and legal and regulatory compliance, we may obtain, use, process and disclose personal data about you. We confirm when processing data on your behalf we will comply with the relevant provisions of the Data Protection Act 1998.

9.0 Proceeds of Crime Act 2002 and Money Laundering Regulations 2003

9.1 In common with all accountancy and legal practices the firm is required by the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2003 to:

- have identification procedures for all new clients;
- maintain records of identification evidence; and
- report in accordance with the relevant legislation and regulations.

10.0 Quality control

10.1 As part of our ongoing commitment to providing a quality service, our files are periodically reviewed by an independent regulatory or quality controller. The reviewers are highly experienced and professional people and, of course, are bound by the same rules for confidentiality as this firm.

11.0 Help us give you the best service

11.1 We wish to provide a high quality of service at all times. If at any time you would like to discuss with us how we could improve our service, or if you are dissatisfied with the service you are receiving please let us know by contacting Martin Bryars.

11.2 We will look into any complaint carefully and promptly and do all we can to explain the position to you. If we have given you a less than satisfactory service we undertake to do everything reasonable to put it right. If you are still not satisfied you are entitled refer the matter to our Institute.

11.3 We would remind you that, although we will enquire into matters where we believe that you have given us insufficient information based on our previous dealings with you or from information we hold about you, it is the client's responsibility to make sure that all matters are disclosed to us to enable us to prepare complete accounts, tax returns or other outputs.

11.4 We will always endeavour to complete work and make filings on a timely basis and in particular avoid penalties arising for late filings. We do however expect that clients will co-operate by providing information on a timely basis. We will not accept responsibility for any penalties or other costs or losses which may arise as a result of delays or late filing in those cases where

papers and information have been provided to us less than two months before the related filing date.

12.0 Contracts (Rights of Third Parties) Act 1999

- 12.1 Only someone who is a party to this Agreement has the right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. This clause does not affect any right or remedy that exists independently of the Act.
- 12.2 The advice we give you is for your sole use and not constitute for any third party to whom you may communicate it. We accept no responsibility to third parties for any aspect of our professional services or work that is made available to them.

13.0 Fees

- 13.1 Our fees are calculated on the basis of the time spent on your affairs having regard to the levels of skill or responsibility involved. Our fees will be billed at least annually, but may be more frequent where the scale or nature of the work warrants. All fees are due for payment immediately when issued. Our scale rates are reviewed on 1st July in each year.
- 13.2 If we need to do work outside the responsibilities outlined in any engagement letter, we will advise you in advance. This will involve additional fees. Accordingly it is in your interest to ensure that your records etc are completed to the agreed stage.
- 13.3 If the level of work undertaken is substantial, or occurs over a protracted period, we reserve the right to submit fees more frequently than annually, and we will notify and discuss this with you. The ability to levy such fees remains within our total discretion, and such fees are due on the terms noted above.
- 13.4 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.

14.0 Applicable law

- 14.1 Our engagement with you is governed by, and interpreted in accordance with, English law. The Courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning our engagement letter and terms of business and any matter arising from them. 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 inconvenient forum, or to claim that those courts do not have jurisdiction.