

## Accounting and Tax Services

1 Ellis Barn, The Old Dairy, Badbury, Swindon, Wiltshire, SN4 0EU

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### TERMS OF BUSINESS

The following terms of business apply to all engagements accepted by Barrett ATS Ltd (trading as "Barrett Accounting and Tax Services"). All work is carried out under these terms except where changes are expressly agreed in writing.

#### 1.0 Applicable Law

1.1 Our engagement 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. 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.

#### 2.0 Client Identification

2.1 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 make searches of appropriate databases.

#### 3.0 Help Us to Give You the Best Service

3.1 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 Jon Raymond.

3.2 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.

3.3 If you are still not satisfied you can refer your complaint to our professional bodies, The Institute of Chartered Accountants in England and Wales and The Chartered Institute of Taxation.

#### 4.0 Confidentiality

4.1 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.

4.2 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. You may additionally need to consider your data protection responsibilities.

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Barrett ATS Limited trading as "Barrett Accounting and Tax Services"

Details of Directors may be obtained from the Registered Office: 1 Ellis Barn, The Old Dairy, Badbury, Swindon, Wiltshire, SN4 0EU

Registered in England and Wales – Company Number 4422289 VAT No. 815 7322 36

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# Barrett Accounting and Tax Services

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4.3 This applies in addition to our obligations on data protection in section 6.0.

## 5.0 Conflicts of Interest

5.1 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. 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.

5.2 If there is a conflict of interest that is capable of being addressed successfully by the adoption of suitable safeguards to protect your interests then we will adopt those safeguards. In resolving the conflict, we would be guided by the ICAEW's Code of Ethics, which can be viewed at [www.icaew.com/en/membership/regulations-standards-and-guidance/ethics](http://www.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 your own, subject of course to our obligations of confidentiality and the safeguards set out in the paragraph above.

## 6.0 Data Protection

6.1 In this clause 6.0, 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).

6.2 We shall both comply with all applicable requirements of the data protection legislation. This clause 6.0 is in addition to, and does not relieve, remove or replace, either of our obligations under the data protection legislation.

6.3 We both acknowledge that for the purposes of the data protection legislation, you are the data controller and we are the data processor in respect of the services provided in the attached schedule. The schedule 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.

6.4 In respect of the client personal data, unless otherwise required by applicable laws or other regulatory requirements, we shall:

a. process the client personal data only in accordance with your lawful written instructions, in order to provide you with the services pursuant to our engagement with you and in accordance with applicable data protection legislation;

b. disclose and transfer the client personal data to our regulatory bodies or other third parties (for example, our professional advisers) as and to the extent necessary in order to provide you with the services pursuant to our engagement with you in relation to those services;

# Barrett Accounting and Tax Services

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- c. disclose the client personal data to courts, government agencies and other third parties as and to the extent required by law;
  - d. maintain written records of our processing activities performed on your behalf which shall include:
    - (i) the categories of processing activities performed;
    - (ii) details of any on cross border data transfers outside of the European Economic Area (EEA); and
    - (iii) a general description of security measures implemented in respect of the client personal data;
  - e. maintain commercially reasonable and appropriate security measures, including administrative, physical and technical safeguards, to protect against unauthorised or unlawful processing of any client personal data and against accidental loss or destruction of, or damage to, such client personal data.
  - f. return or delete all the client personal data upon the termination of the engagement with you pursuant to which we agreed to provide the services;
  - g. ensure that only those personnel who need to have access to the client personal data are granted access to it and that all of the personnel authorised to process the client personal data are bound by a duty of confidentiality;
  - h. notify you if we appoint a sub-processor (but only if you have given us your prior written consent, such consent not to be reasonably withheld or delayed) and ensure any agreement entered into with the relevant sub-processor includes similar terms as the terms set out in this clause 6.0;
  - i. where we transfer the client personal data to a country or territory outside the EEA, to do so in accordance with data protection legislation;
  - j. notify you promptly if:
    - (i) 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; or
    - (ii) 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 (for example, the Information Commissioner's Officer);
  - k. notify you, without undue delay, in the event that we reasonably believe that there has been a personal data breach in respect of the client personal data;
  - l. at your cost and upon receipt of your prior written notice, 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.
- 6.5 Without prejudice to the generality of clause 6.2, 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.

## **7.0 Disengagement**

- 7.1 Should we resign or be requested to resign we will normally issue a disengagement letter to ensure that our respective responsibilities are clear.
  - 7.2 Should we have no contact with you for a period of twelve months or more we may issue a disengagement letter to your last known address and hence cease to act.
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# Barrett Accounting and Tax Services

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## 8.0 Electronic and Other Communication

- 8.1 Unless you instruct us otherwise we may, where appropriate, communicate with you and with third parties via email or by other electronic means. The recipient is responsible for virus checking emails and any attachments.
- 8.2 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.
- 8.3 However electronic communication is not totally secure and we cannot be held responsible for damage or loss caused by viruses nor 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 paper mail, other than where electronic submission is mandatory.
- 8.4 Any communication by us with you sent through the post system is deemed to arrive at your postal address two working days after the day that the document was sent.

## 9.0 Fees and Payment Terms

- 9.1 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 that we provide, as well as the level of risk.
- 9.2 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.
- 9.3 Where 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.
- 9.4 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. 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.
- 9.5 We will bill on a regular basis 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.
- 9.6 Unless otherwise agreed to the contrary our fees do not include the costs of any third party, counsel or other professional fees. Should these costs be incurred to fulfil our engagement then such necessary additional charges may be payable by you.
- 9.7 We reserve the right to charge interest on late paid invoices at the rate of 5% 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.
- 9.8 If you do not accept that an invoiced fee is fair and reasonable you must notify us within 7 days of receipt, failing which you will be deemed to have accepted that payment is due.

# Barrett Accounting and Tax Services

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## **10.0 Implementation**

10.1 We will only assist with implementation of our advice if specifically instructed and agreed in writing.

## **11.0 Intellectual Property Rights**

11.1 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.

11.2 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.

## **12.0 Interpretation**

12.1 If any provision of our engagement letter or terms of business is held to be void, then 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.

## **13.0 Internal Disputes within a Client**

13.1 If we become aware of a dispute between the parties who own or are in some way involved in the ownership and management of a 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 normal place of business for the attention of the directors, members or partners. If conflicting advice, information or instructions are received from different directors, members or partners in the business we will refer the matter back to the board of directors, members or partners and take no further action until the board of directors, members or partners has agreed the action to be taken.

## **14.0 Investment Advice**

14.1 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 Services Authority (or licensed by a Designated Professional Body), as we are not authorised to give such advice.

## **15.0 Lien**

15.1 Insofar as we are permitted to 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.

## **16.0 Limitation of Third Party Rights**

16.1 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.

# Barrett Accounting and Tax Services

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## 17.0 Period of Engagement and Termination

- 17.1 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.
- 17.2 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 co-operate 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.
- 17.3 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.

## 18.0 Professional Rules and Statutory Obligations

- 18.1 We will observe and act in accordance with the bye-laws, regulations and Code of Ethics of The Institute of Chartered Accountants in England and Wales and The Chartered Institute of Taxation and will accept instructions to act for you on this basis.
- 18.2 In particular, you give us the authority to correct errors made by HMRC where 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. You can see copies of these requirements at our offices. The requirements are also available on the internet at [www.icaew.com/en/membership/regulations-standards-and-guidance](http://www.icaew.com/en/membership/regulations-standards-and-guidance).

## 19.0 Quality Control

- 19.1 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 staff.
- 19.2 When dealing with HMRC on your behalf, we are required to be honest and to take reasonable care to ensure that the 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. To the best of our abilities, we will ensure that HMRC meet their side of the Charter ([www.gov.uk/government/publications/your-charter](http://www.gov.uk/government/publications/your-charter)) in their dealings with you.

## 20.0 Reliance on Advice

- 20.1 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.

## 21.0 Retention of Papers

- 21.1 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). Documents and records relevant to your tax affairs are required by law to be retained as follows:

# Barrett Accounting and Tax Services

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Companies and Limited Liability Partnerships:

- six years from the end of the accounting period;

21.2 Although certain documents may legally belong to you, unless you tell us not to, we intend to 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 document for any longer period.

## **22.0 The Provision of Services Regulations 2009 ('Services Directive')**

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

## **23.0 Timing of our services**

23.1 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 in order to meet any regulatory deadlines. However, failure to complete our services prior to any such regulatory deadline would not, of itself, mean that we are liable for any penalty or additional costs arising.