

BURGIS & BULLOCK
STANDARD TERMS OF BUSINESS
(Last revised October 2020)

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The following standard terms of business apply to all engagements accepted by Burgis & Bullock. All work carried out is subject to these terms except where changes are expressly agreed in writing.

1 Professional obligations

- 1.1 We will observe and act in accordance with the bye-laws and regulations and code of ethics of the Institute of Chartered Accountants in England and Wales and accept instructions to act for you on this basis. In particular you give us 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 in our offices. The requirements are also available online at www.icaew.com/regulations. We confirm that we are Statutory Auditors eligible to conduct audits under the Companies Act 2006.
- 1.2 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 for the UK under reference C005388727.
- 1.3 When conducting audit work we are required to comply with Ethical Standards for Auditors and the International Auditing Standards (UK) 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/Ethical-standards-for-auditors.aspx. We are also required to comply with the Audit Regulations and Guidance which can be accessed online at icaew.com/en/technical/audit-and-assurance/working-in-the-regulated-area-of-audit.

Professional Indemnity Insurance

- 1.4 In accordance with the disclosure requirements of the Provision of Services Regulations 2009, our professional indemnity insurer is American International Group UK Limited of the AIG Building, 58 Fenchurch Street, London, EC3M 4AB. The territorial coverage is worldwide.

2 Investment services

- 2.1 Since we are not authorised by the Financial Conduct Authority (FCA), then we may have to refer you to someone who is authorised if you need advice on investments. However, as we are licensed by the Institute of Chartered Accountants in England and Wales 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.

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Telephone 01926 451000 Facsimile 01926 450795 Email leamspa@burgisbullock.com

www.burgisbullock.com

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2.2 Such advice may include:

- advising you on investments generally, but not recommending a particular investment or type of investment;
- referring you to a Permitted Third Party (PTP) (an independent firm authorised by the FCA), assisting you and the PTP during the course of any advice given by that party and commenting on, or explaining, the advice received (but not making alternative recommendations). The 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;
- advising you in connection with the disposal of an investment, other than your rights in a pension policy or scheme;
- advising and assisting you in transactions concerning shares or other securities not quoted on a recognised exchange;
- assisting you in making arrangements for transactions in investments in certain circumstances; and
- managing investments or acting as trustee (or done of a power of attorney) where decisions to invest are taken on the advice of an authorised person.

2.3 For corporate clients we may also, on the understanding that the shares or other securities of the company are not publicly traded:

- advise the company, existing or prospective shareholders in relation to exercising rights, taking benefits or share options, valuations and methods of such valuations;
- arrange any agreements in connection with the issue, sale or transfer of the company's shares or other securities;
- arrange for the issue of new shares; and
- act as the addressee to receive confirmation of acceptance of offer documents etc.

2.4 We may receive commission from any introduction to a PTP in connection with the above, in which case you will be fully informed of the expected size and nature of such commission at the time of the introduction. Such commission will be held in our clients' account until we receive instructions from you as to how it should be treated. In the event of no such instructions being received, we may use such monies against any fees that have been outstanding for 30 days or more and concerning which you are not in dispute with us. We may also request that you allow us to retain such commissions to cover our costs in connection with the above, but permission will be sought separately from you in these circumstances.

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- 2.5 We may also introduce you to CCWP Ltd an associated company which is an appointed representative of Adler Financial Planning Ltd. In such circumstances we may not receive any commission from the introduction; however the equity partners in our firm are shareholders of CCWP Ltd and will therefore benefit from any fees or commissions received by CCWP Ltd.
- 2.6 In the unlikely event that we cannot meet our liabilities to you, you may be able to claim compensation under the Chartered Accountants Compensation Scheme in respect of exempt regulated activities undertaken.

Financial Promotions

- 2.7 To enable us to provide you with a proper service, there may be occasions when we will need to contact you without your express permission concerning investment business matters. For example, it may be in your interests to sell a particular investment and we would wish to inform you of this. We may therefore contact you in such circumstances, but would only do so within the normal office hours of 9.00 am to 5.00 pm. We shall of course comply with any restrictions you may wish to impose which you notify to us in writing.

3 Non investment business commissions or other benefits

- 3.1 Non investment business commissions or other benefits may sometimes become payable to us or to one of our associates in respect of introductions to other professionals or transactions we or such associates arrange for you (such as introductory commission from Invoice Discounters at rates up to 20% of their annual service fee or for banks up to 50% of Bank loan arrangement fees), in which case you will be notified in writing of the amount, the terms of payment and receipt of any such commissions or benefits. You consent to such commissions or other benefits being retained by us or, as the case may be, by our associates without us, or them, being liable to account to you for any such amounts.

4 Client monies

- 4.1 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 our own 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 In order to avoid an excessive amount of administration, interest will only be paid to you where the amount of interest that would be earned on the balances held on your behalf in any calendar year exceeds £25. Any such interest would be calculated using the prevailing rate applied by Yorkshire 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 is enough to give rise to a significant amount of interest or is likely to do so, then the money will be placed in a separate interest-bearing client bank account designated to you. All interest earned on such money will be paid to you. Subject to any tax legislation, interest will be paid gross.

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- 4.4 We will endeavour to return monies held on your behalf promptly as soon as there is no longer any reason to retain those funds. In the unlikely event of us holding any unclaimed monies we reserve the right to pay such monies to a registered charity in line with the guidelines set out in the Clients' Money Regulations referred to above. We will not do this unless we have been unable to contact you for at least five years and we have taken reasonable steps to trace you and return the monies.

5 Fees and payment terms

- 5.1 Unless otherwise agreed in writing, our fees are computed on the basis of time worked by each member of staff necessarily engaged on your affairs, multiplied by their charge-out rate per hour, taking into account the level of skill and responsibility and the importance and value of the work/advice we provide as well as the level of risk. Indicative ranges of hourly charge-out rates are as follows:

Partners £200 - £300

Managers £75 - £150

Assistants £30 - £75

If requested, details of charge-out rates for any specific work to be undertaken can be provided before any work commences.

- 5.2 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.
- 5.3 If we provide you with an estimate of our fees for any specific work, the estimate will not be contractually binding unless we explicitly confirm in writing that will be the case.
- 5.4 If requested, we may indicate a fixed fee for the provision of specific services. It is not our policy to identify fixed fees for more than one 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.
- 5.5 If it is necessary to carry out work outside the responsibilities outlined in any letter of engagement or schedule of services it will involve additional fees. Accordingly, we would like to point out that it is in your interests to ensure that your records etc., are completed to the agreed stage.
- 5.6 Our terms of payment are that invoices are payable in full (including disbursements) on presentation. 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.

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- 5.7 If we have agreed fixed fees or have otherwise been able to assess the amount of work and time involved, we may request that clients make arrangement to pay a proportion of their fees monthly by either direct debit or standing order.
- 5.8 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, 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.
- 5.9 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.
- 5.10 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.
- 5.11 In the event that our firm ceases to act in relation to your affairs you agree to meet all reasonable costs incurred by us in providing information to your new advisors. In particular you agree to meet these costs even where we are required by law to provide information to a successor firm.

6 Retention of and access to records

- 6.1 During the course of our work, should we collect information from you and others acting on your behalf, we will endeavour to return any original documents to you following the completion of our work. 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:

Individuals, trustees and partnerships:

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

Companies, Limited liability Partnerships, and other corporate entities:

- Six years from the end of the accounting period.

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- 6.2 Whilst certain documents may legally belong to you, we intend to destroy correspondence and other papers that we store electronically or otherwise which are more than seven years old, other than documents which we consider to be of continuing significance. If you require retention of any document for any longer period you must notify us of that fact in writing.

7 Conflicts of interest and independence

- 7.1 We reserve the right during our engagement with you to deliver services to other clients whose interests might compete with yours or are or may be adverse to yours. We confirm that we will notify you immediately should we become aware of any conflict of interest involving us and affecting you 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. 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.
- 7.2 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 below.

8 Confidentiality

- 8.1 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.
- 8.2 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.
- 8.3 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, physical separation of teams, and separate arrangements for storage of, and access to, information.
- 8.4 You will agree that the effective implementation of such steps or safeguards as described above will provide adequate measures to avoid any real risk of confidentiality of being impaired.
- 8.5 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. You may additionally need to consider your data protection responsibilities.
- 8.6 If we use external or cloud based systems, we will ensure confidentiality of your information is maintained.

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8.7 We reserve the right, for the purpose of promotional activity, training or other business purposes, to mention that you are a client. As stated above, we will not disclose any confidential information.

8.8 This clause applies in addition to our obligations as to data protection below.

9 Quality control

9.1 As part of our ongoing commitment to providing a quality service, our files are periodically subject to an independent regulatory or quality review. Our reviewers are highly experienced and professional people and are, of course, bound by the same requirements of confidentiality as our partners and staff.

10 Dealing with HM Revenue & Customs

10.1 When dealing with HM Revenue & Customs 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, see www.hmrc.gov.uk/charter/index.htm. To the best of our abilities, we will ensure that HMRC meet their side of the Charter in their dealings with you.

10.2 We will take account of the steps and checks suggested by HMRC in their 'Agent Toolkits'. However use of the Toolkits is voluntary and we may not follow all of the suggestions in the Toolkits as we have alternative quality control procedures. We expect you to review your returns prior to their submission thereby reducing the possibility of inaccuracies and potential penalties. To further reduce the possibility you will remain responsible for maintaining good quality supporting records for each return, for providing us with all relevant information and explanations and for acting on any advice that we give you.

10.3 We provide taxation services under the guidance of the Professional Conduct in Relation to Taxation which has been prepared by all the major professional bodies and HMRC acknowledges that this guidance is an acceptable basis for dealings between members of the professional bodies and HMRC.

11 Draft/interim work or oral advice

11.1 In the course of our providing services to you we may provide advice or reports or other work products in draft or interim form, or orally. However, final written work products will always prevail over any draft, interim or oral statements.

11.2 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 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.

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12 Help us to give you the right service

- 12.1 We are committed to providing you with a high quality of service that is both efficient and effective. If at any time 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 telephoning either your contact partner, or Wende Hubbard our Managing Partner.
- 12.2 We undertake to look into any complaint carefully and promptly and to do all we can to explain the position to you. If you feel that we have given you a less than satisfactory service, we undertake to do everything reasonable to address your concerns. If you are still not satisfied, you may of course take up matters with the Institute of Chartered Accountants in England and Wales.
- 12.3 In order for us to provide you with a high quality service on an ongoing basis it is essential that you provide us with relevant records and information when requested, reply to correspondence in a timely manner and otherwise follow the terms of the agreement between us set out in this Standard Terms of Business and associated Engagement letters. We therefore reserve the right to cancel the engagement between us with immediate effect in the event of:
- your insolvency, bankruptcy or other arrangement being reached with creditors;
 - failure to pay our fees by the due dates;
 - either party being in breach of their obligations where this is not corrected within 30 days of being asked to do so.
- 12.4 For consumer agreements, 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 a ADR provider if we cannot resolve your complaint using our internal procedures. This is in addition to your ability to complain to the ICAEW.

13 Applicable law

- 13.1 Our engagement letter, the schedules of services and our Standard Terms and 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 our 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.

14 Changes in the law, in practice or in public policy

- 14.1 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.

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- 14.2 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.

15 Internet communication

- 15.1 Unless you instruct us otherwise we may, where appropriate, communicate with you and with third parties via email or by other electronic means. However, internet communications are capable of data corruption and therefore we do not accept any responsibility for changes made to such communications after their despatch.

It may therefore be inappropriate to rely on advice contained in an e-mail without obtaining written confirmation of it. We do not accept responsibility for any errors or problems that may arise through the use of internet communication and all risks connected with sending commercially sensitive information relating to your business are borne by you. If you do not agree to accept this risk, you should notify us in writing that e-mail is not an acceptable means of communication.

We will never change our bank details without confirming this to you by posted letter. Any emailed or telephone communications appearing to be from us which are not confirmed by post are fake and we accept no liability for any loss caused to you through accepting such communications as genuine. Similarly, always give us by hand or by post (as well as by email) details of your bank account.

- 15.2 It is the responsibility of the recipient to carry out a virus check on any attachments received.

16 Data Protection

- 16.1 In this clause 16, 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 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).

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16.2 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.

16.3 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 for this purpose you may use or refer to our privacy policy and payroll services privacy notice (see 16.5.c) below);
- 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.

You will fully indemnify and hold us harmless for any loss caused to us if any personal data or confidential information is disclosed to us without you having obtained the relevant data subject's full informed consent to pass it to us.

16.4 Should you require any further details regarding our treatment of personal data, please contact Sean Farnell, the Partner responsible for data security.

16.5 We shall only process the client personal data:

- a) in order to provide our services to you and perform any other obligations in accordance with our engagement with you;
- b) in order to comply with our legal or regulatory obligations; and
- c) where it is necessary for the purposes of our legitimate interests, which would include identifying possible opportunities for your business, and those interests are not overridden by the data subjects' own privacy rights. Our privacy policy available at <https://www.burgisbullock.com/docs/privacy-policy.pdf> and payroll privacy notice at <https://www.burgisbullock.com/docs/payroll-services-privacy-notice-v4.pdf> contain further details as to how we may process client personal data.

16.6 For the purpose of providing our services to you, we may disclose the client personal data to members of our firm's connected entities, our regulatory bodies or other third parties (for example, our professional advisors or service providers). The third parties to whom we disclose such personal data may be located outside of the European Economic Area (EEA). 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.

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- 16.7 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.
- 16.8 We shall maintain commercially reasonable and appropriate security measures, including administrative, physical and technical safeguards, to protect against unauthorised or unlawful processing of the client personal data and against accidental loss or destruction of, or damage to, the client personal data.
- 16.9 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.
- 16.10 Upon the reasonable request of the other, we shall each co-operate with the other and take such reasonable commercial steps or provide such information as is necessary to enable each of us to comply with the data protection legislation in respect of the services provided to you in accordance with our engagement letter with you in relation to those services.

17 Limitation of third party rights

- 17.1 Persons who are not party to this agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

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- 17.2 The advice that we give to you is for your sole use and does not constitute advice to any third party to whom you may communicate it, unless we have expressly agreed in writing 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 aspect of our professional services or work that is made available to them.

18 Client identification

- 18.1 In common with other professional services firms, we are required by the *Proceeds of Crime Act 2002* and the *Money Laundering, Terrorist Financing and Transfer for Funds (Information on the Payer) Regulations 2017* (MLR 2017) to:

- maintain identification procedures for clients, beneficial owners of clients, and persons purporting to act on behalf of clients;
- maintain records of identification evidence and the work undertaken for the client; and
- report, in accordance with the relevant legislation and regulations.

We have a statutory obligation under the above legislation to report to the National Crime Agency (NCA) any reasonable knowledge or suspicion of money laundering. Any such report must be made in the strictest confidence. In fulfilment of our legal obligations, neither the firm's principals nor may staff enter into any correspondence or discussions with you regarding such matters.

- 18.2 If we are not able to obtain satisfactory evidence of your identity and where applicable that of the beneficial owners, we will not be able to proceed with the engagement.

- 18.3 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 high value cash payments of €10,000 or more (or equivalent in any currency) in exchange for goods, you should inform us.

- 18.4 Any personal data received from you to comply with our obligations under the 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.

19 Foreign Account Tax Compliance Act (FATCA) and Common Reporting Standards

- 19.1 Unless agreed specifically in writing, we are not responsible for your compliance with the International Tax Compliance (United States of America) Regulations 2013, produced as a result of FATCA. In particular, we are not responsible for the categorisation of any UK entity into either a Financial Institution (FI) or an active or passive Non-Financial Foreign Entity (NFFE) nor, if a Financial Institution, for its registration with the US Internal Revenue Service (IRS) and subsequent submission of the required annual returns to HM Revenue & Customs.

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VAT No: 272 5074 63

Offices at: Leamington Spa ■ Leicester ■ London ■ Nuneaton ■ Rugby ■ Stratford Upon Avon

A full list of partners is available on request

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19.2 However, if requested to do so we can provide advice on the completion of the forms supplied by Financial Institutions under these Regulations, or under Common Reporting Standards, and used by them to determine the status of any entity. We can also provide advice on setting up the appropriate systems to identify and report on your clients or beneficiaries who are foreign citizens affected by FATCA or Common Reporting Standards.

20 Staff

20.1 Our staff are assigned to you on the mutual understanding that you will not offer employment to those who have been involved during the engagement, or have had dealings with you, within twelve months of completing the engagement, unless written consent has been obtained from us. If such consent is given, we reserve the right to bill an appropriate fee of 25% of the annual salary on appointment plus VAT.

21 General limitation of liability

21.1 We will provide our professional 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, subject to the financial limit set out in our engagement letter or schedule of services. However, to the fullest extent permitted by law, we will not be held responsible for any losses, penalties, surcharges, interest or additional tax liabilities where you supply incorrect or incomplete information or fail to supply any appropriate information or where you fail to act on our advice or respond promptly to communications from us or other relevant authorities (e.g. HMRC). Further, we will not be liable to you for any delay or failure to perform our obligations if the delay or failure is caused by circumstances outside our reasonable control.

21.2 You will not hold us, our partners and staff, responsible, to the fullest extent permitted by law, for any loss suffered by you arising from any misrepresentation (intentional or unintentional), supplied to us orally or in writing. This applies equally to fraudulent acts, misrepresentation or wilful default on the part of any party to the transaction and their directors, officers, employees, agents or advisors. However, 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 delay.

21.3 You agree that in connection with services we provide to you, you will not bring any claim against any of our partners or staff personally.

21.4 Our work is not, unless there is a legal or regulatory requirement, to be made available to third parties without our written permission and we will accept no responsibility to third parties for any aspect of our professional services or work that is made available to them.

21.5 You agree to indemnify us and our agents in respect of any claim (including any claim of 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.

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22 Intellectual property rights and use of our name

- 22.1 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. You are not permitted to use our name in any statement or document that 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.

23 Provision of cloud-based services

- 23.1 Where our firm provides accounting software in the Cloud, this will be provided by a third party (the 'Cloud Supplier').
- 23.2 The service provided by the Cloud Supplier will be a discrete web based hosted facility, and you agree that access will also be provided to our firm and the third party.
- 23.3 Our firm cannot be held liable for any interruption of service provided by the Cloud Supplier. However, we will liaise with them to help ensure that normal service is resumed as soon as possible.

24 Internal disputes within a client

- 24.1 If we become aware of a disputes 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/normal place of business for the attention of all directors/proprietors. If conflicting advice, information or instructions are received from different directors/principals in the business, we will refer the matter back to the board of directors/the partnership and take no further action until the board/partnership has agreed the action to be taken.

25 Disengagement

- 25.1 If we resign or are asked to resign, we will normally issue a disengagement letter to ensure that our respective responsibilities are clear.

26 Interpretation

- 26.1 If any provision of our engagement letter, the schedule of services or Standard Terms of Business is held to be void for whatever reason, then that provision will be deemed not to form part of this contract, and no other provisions will be affected or impaired in any way. In the event of any conflict between these standard terms of business and the engagement letter or schedule of services, the relevant provision in the engagement letter or schedule of services will take precedence.

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