

MACKENZIES CHARTERED ACCOUNTANTS

ENGAGEMENT LETTER AND TERMS OF BUSINESS (BOOKKEEPING, MANAGEMENT ACCOUNTS, AND/OR VAT)

Dear Client,

We are required by the Institute of Chartered Accountants in England and Wales to periodically review and if necessary update our terms of engagement. This letter and the attached schedule of services together with our terms of business explains the basis on which we are to provide services as your accountants, tax agent and adviser, and sets out your and our respective responsibilities.

Mark Smith, Venetia Coombs, and Simon Johnston will be the directors responsible for this engagement.

1. SCOPE OF SERVICES

1.1 We have listed below the work which you have instructed us to carry out, the detail of which is contained in the attached schedules. These state your and our responsibilities in relation to the work to be carried out. If we agree to carry out additional services for you we will provide you with a new or amended engagement letter and schedules. Only the services which are listed in the attached schedules are included within the scope of our instructions. If there is additional work that you wish us to carry out which is not listed in the schedule, please let us know and we will discuss with you whether they can be included in the scope of our work.

1.2 The following schedules of services and our terms of business are attached to this engagement letter and should be read in conjunction with it.

Schedule 1	Bookkeeping
Schedule 2	Management accounts
Schedule 3	VAT returns (GB and using MTD for VAT)

2. LIMITATION OF LIABILITY

2.1 We will provide services as outlined in this letter with reasonable care and skill. Our liability to you is limited to losses, damages, costs and expenses caused by our negligence or wilful default. However, to the fullest extent permitted by law, we will not be responsible for any losses, penalties, surcharges, interest or additional tax liabilities where you or others 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 the tax authorities.

2.2 You will not hold us our directors 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 in connection with this agreement. You have agreed that you will not bring any claim in connection with services we provide to you against any of our partners or employees personally.

2.3 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.

2.4 We need you to consider the extent of our liability to you in respect of the professional services described within this engagement letter (the professional services). We propose that, having

considered both your circumstances and our own, that an amount equal to four times the VAT exclusive fees paid by to us, during the preceding twelve months, represents a fair maximum limit to our liability. By signing this letter of engagement you confirm your agreement to limit.

2.5 We confirm that the limit in respect of our total liability will not apply to any acts, omissions or representations that are in any way criminal, dishonest or fraudulent on the part of the firm, its directors or employees.

3. AGREEMENT OF TERMS

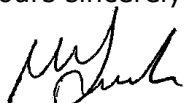
3.1 This engagement will start upon the signing of this agreement and its terms will apply to all previous work that we have carried out on your behalf.

3.2 This letter supersedes any previous engagement letter and once agreed will remain effective from the date of signature until it is replaced. You or we may agree to vary or terminate our authority to act on your behalf at any time without penalty. Notice of variation or termination must be given in writing.

3.3 Please confirm your agreement to the terms of this letter and the attached terms of business by signing and returning the enclosed copies.

3.4 If this letter and the attached terms of business are not in accordance with your understanding of our terms of appointment, please let us know.

Yours sincerely,



Mark Smith, Director

For and on behalf of Mackenzies Accountants Limited trading as Mackenzies Chartered Accountants

MACKENZIES CHARTERED ACCOUNTANTS

SCHEDULE 1 - BOOKKEEPING

This schedule should be read in conjunction with the engagement letter and the terms and conditions of business.

RESPONSIBILITIES AND SCOPE FOR ACCOUNTING SERVICES

1 Your responsibilities for the provision of information

- 1.1 You have undertaken to make available to us, as and when required, all the accounting records and related financial information, including minutes of management meetings, which we need to do our work. You will provide us with all information and explanations relevant to the purpose, preparation and maintenance of the accounting records, and you will disclose to us all relevant information in full.
- 1.2 You are responsible for ensuring that, to the best of your knowledge and belief, financial information, whether used by the business or for the financial statements, is accurate and complete. You are also responsible for ensuring that the activities of the business are conducted honestly, and for safeguarding the assets of the business and for taking reasonable steps to prevent and detect fraud and other irregularities.
- 1.3 You are responsible for ensuring that the business complies with the laws and regulations that apply to its activities, and for preventing non-compliance and detecting any that occurs.

PREPARATION AND MAINTENANCE OF ACCOUNTING RECORDS

2 Our responsibilities as accountants

- 2.1 We have agreed to carry out the following accounting and other services on your behalf:
 - write up the accounting records of the business and;
 - complete the postings to the nominal ledger.

3 Your responsibilities

- 3.1 You have agreed that you or your staff will:
 - keep the records of receipts and payments;
 - reconcile the balances monthly with the bank statements;
 - post and balance the purchases and sales ledgers;
 - extract a detailed list of ledger balances;
 - prepare details of the annual stocktaking, suitably priced and extended in a form which will enable us to verify the prices readily by reference to suppliers' invoices or provide us with a copy of the valuation report produced by your independent stocktakers; and
 - prepare details of work-in-progress at the accounting date and make available to us the documents and other information from which the statement is compiled

MACKENZIES CHARTERED ACCOUNTANTS

SCHEDULE 2 - PREPARATION OF MANAGEMENT ACCOUNTS

This schedule should be read in conjunction with the engagement letter and the terms and conditions of business.

RESPONSIBILITIES AND SCOPE FOR MANAGEMENT ACCOUNTS PREPARATION SERVICES

2 Your responsibilities as director(s)

- 2.1 As directors of the company you have statutory duties which are owed by you to the company. To assist with these duties you may require non-statutory financial statements (referred to as 'management accounts') to be prepared on an interim basis throughout the company accounting year.
- 2.2 You have undertaken to make available to us, as and when required, all the accounting records and related financial information, including minutes of management meetings, which we need to do our work. You will provide us with all information and explanations relevant to the purpose and compilation of the financial statements, and you will disclose to us all relevant information in full.
- 2.3 You are responsible for ensuring that, to the best of your knowledge and belief, financial information, whether used by the business or for the financial statements, is accurate and complete. You are also responsible for ensuring that the activities of the business are conducted honestly, and for safeguarding the assets of the business and for taking reasonable steps to prevent and detect fraud and other irregularities.
- 2.4 You are responsible for ensuring that the business complies with the laws and regulations that apply to its activities, and for preventing non-compliance and detecting any that occurs.

2 Our responsibilities as accountants

- 2.1 You have asked us to help you prepare management accounts which provide sufficient and relevant information to assist in your duties as director(s). We will compile the management accounts for your approval based on the accounting records that you maintain and the information and explanations you give us.
- 2.2 We will plan our work on the basis that no report on the management accounts is required by statute or regulation unless you inform us in writing to the contrary. We will make enquiries of management and undertake any procedures that we judge appropriate but are under no obligation to perform procedures that may be required for assurance engagements such as audits or reviews. If an assurance or agreed-upon-procedures engagement is to be undertaken, full details of what is to be undertaken and the result of that work need to be agreed in writing.
- 2.3 Our work will not be an audit of the management accounts in accordance with International Standards on Auditing (UK) so we will not be able to provide any assurance that the accounting records or the management accounts are free from material misstatement, whether caused by fraud, other irregularities or error, or to identify weaknesses in internal controls.
- 2.4 Since we will not carry out an audit, or confirm in any way the accuracy or reasonableness of the accounting records, we cannot provide any assurance whether the financial statements we prepare from those records will present a true and fair view.
- 2.5 We will advise you whether your records are adequate for preparation of the management accounts and recommend improvements on anything we come across during the course of our work.
- 2.6 We have a professional responsibility not to allow our name to be associated with financial information which we believe may be misleading. Therefore, although we are not required to search for such matters, if we become aware, for any reason, that the management accounts may be misleading, we will discuss the matter with you with a view to agreeing appropriate adjustments and/or disclosures. If adjustments and/or disclosures that we consider appropriate are not made or if we are not provided with appropriate information and, as a result, we consider that the management accounts are misleading, we will withdraw from the engagement.

2.7 As part of our normal procedures we may ask you to confirm in writing any information or explanations given to us orally during our work.

MACKENZIES CHARTERED ACCOUNTANTS

SCHEDULE 3 – VAT RETURNS (GB and using MTD for VAT)

This schedule should be read in conjunction with the engagement letter and the terms and conditions of business.

RESPONSIBILITIES AND SCOPE FOR VAT RETURN SERVICES

1 Initial registration

- 1.1 We will sign you up for MTD for VAT. By instructing us to sign up on your behalf you are agreeing to HMRC's terms of use. This may result in changes that may include changes to deadlines. You will complete HMRC's sign up process to enable submission of your VAT return.
- 1.2 You will need to authorise us as an agent on the HMRC portal using your Business Tax Account. This is completed online, and you will need your relevant official gateway ID. This authorises HMRC to communicate with us as your agent, although they consider that you should still take 'reasonable care' over your tax affairs.

2 Recurring compliance work

- 2.1 We will prepare your MTD for VAT returns on the basis of the information and explanations supplied by you, on a monthly, quarterly, or annual basis as appropriate.
- 2.2 We will keep all accounting records to meet the digital record keeping requirements of MTD for VAT, unless section 2.3 applies. You must ensure that the data provided to us is complete and accurate.
- 2.3 If the engagement for VAT is a file-only engagement we will not check the digital accounting records which you keep to meet the requirements of MTD for VAT and which you provide to us for preparation of the MTD for VAT returns. You may be required to provide us with your data digitally and we will tell you if/ when that is the case. If your software is incompatible with ours we will agree with you an appropriate solution which might include the use of alternative third party functionally compatible software and/or a spreadsheet(s) which satisfy the statutory requirement for digital linkage. Where your digital records are incompatible with our software, we may require an additional fee. You must also provide us with confirmation that your digital records are complete and accurate
- 2.4 Based on the information you provide to us, we will tell you how much VAT you should pay and when. Where appropriate, we will initiate repayment claims if tax has been overpaid. We will advise on the interest and penalty implications if UK VAT is paid late.
- 2.5 Where appropriate, we will calculate the partial exemption annual adjustment.
- 2.6 Where appropriate, we will calculate the annual Capital Goods Scheme adjustment.
- 2.7 We will forward to you the completed return calculations for you to review, before you approve the MTD for VAT return for onward transmission by us to HMRC.
- 2.8 You are responsible for ensuring that the business complies with the laws and regulations that apply to its activities, and for preventing non-compliance and detecting any that occurs.

3 Ad hoc and advisory services

- 3.1 The scope of our services provided to you will be only as set out above and all other services which we may offer are excluded. If you instruct us to do so, we will provide such other taxation, ad hoc and advisory services as may be agreed between us from time to time. These may be the subject of a separate engagement letter at our option. Where appropriate, we will agree with you a separate fee for any such work you instruct us to undertake. Examples of such work that you may wish to instruct us to undertake include:
 - a. reconciling VAT outputs with turnover
 - b. advising on ad hoc transactions

- c. reviewing and advising on a suitable partial exemption method to use in preparing the return;
- d. dealing with all communications relating to your UK VAT returns addressed to us by HMRC or passed to us by you;
- e. making recommendations to you about the use of cash accounting, annual accounting, flat-rate and other suitable methods of accounting for VAT;

3.2 If specialist advice is required, we may need to seek this from, or refer you to, appropriate specialists.

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

4.1 We will not accept responsibility if you act on advice given by us on an earlier occasion without first confirming with us that the advice is still valid in the light of any change in the law, practice or public policy or in your circumstances.

4.2 We will accept no liability for losses arising from changes in the law (or the interpretation thereof), practice or public policy that are first published after the date on which the advice is given.

5 Your responsibilities

5.1 You are legally responsible for ensuring that returns are correct and complete and in an appropriate digital format and capture the appropriate level of data; ensuring your record keeping is compliant with the new requirements for the digital recording; , filing any returns by the due date, and paying tax due on time. Failure to do any of these may lead to penalties, surcharges and/or interest.

5.2 Legal responsibility for approval of the return cannot be delegated to others. You agree to check the returns that we have prepared for you are correct and complete before approving them.

5.3 You are no less responsible for errors in unapproved returns, submitted on the basis of the information provided to and processed by us, than if you had confirmed your approval of the returns.

5.4 Where we are keeping your digital accounts records, you are responsible for providing us with the following information required for us to prepare the records:

- Access to your accounting records
- Sale invoices
- Purchase invoices
- Bank statements
- Details of bank and cash payments
- Details of bank and cash receipts
- Stock and work-in-progress details

We have also agreed that you will provide the following:

- A record of the amounts owed to the business
- A record of amounts owed by the business
- A list of accruals
- A list of prepayments
- Private use adjustments

5.5 To enable us to carry out our work, you agree:

- a. that all returns are to be made on the basis of full disclosure;
- b. that you are responsible for ensuring that the information provided is, to the best of your knowledge, accurate and complete; the returns are prepared solely on the basis of the information provided by you and we accept no responsibility for any VAT liabilities arising due to inaccuracies or omissions in the information that you provide which may lead to a misdeclaration on which penalties and interest may arise;
- c. to authorise us to approach such third parties as may be appropriate, for information we consider necessary to deal with the returns; and

- d. to provide us with all the records relevant to the preparation of your quarterly, monthly, or annual returns as soon as possible after the return period ends; we would ordinarily need a minimum of 10 working days before submission to complete our work (20 working days for annual returns). If the records are provided later or are incomplete or unclear, thereby delaying the preparation and submission of the return, we accept no responsibility for any 'default surcharge' penalty that may arise; if feasible, we may agree to complete your return within a shorter period.)
- 5.6 You will keep us informed of material changes in circumstances that could affect your VAT obligations. If you are unsure whether the change is material or not please tell us so that we can assess its significance.
- 5.7 You will forward to us HMRC statements of account, copies of notices of assessment, letters and other communications received from HMRC, in sufficient time to enable us to deal with them as may be necessary within the statutory time limits. Although HMRC have the authority to communicate with us when form 64-8 has been submitted, it is essential that you let us have copies of any correspondence received, because HMRC are not obliged to send us copies of all communications issued to you.
- 5.8 You are responsible for bringing to our attention any errors, omissions or inaccuracies in your VAT returns that you become aware of after the returns have been submitted in order that we may assist you to make a voluntary disclosure.
- 5.9 If you provide digital services to consumers in the EU, you are responsible either for registering for VAT in that member state, or for registering for OSS (non-Union scheme).
- 5.10 If you import goods from third countries into the EU of a value not exceeding €150 (excluding certain goods) for sale to a non-taxable person in the EU (destination country), you can use the IOSS scheme. The IOSS can also be used for supplies from GB of low value goods to consumers in Northern Ireland.
- 5.11 If you supply goods to non-taxable persons within the EU (eg France to Germany) then you will have to register in the Member State of destination (there is no de minimis threshold) or use the OSS Union scheme to declare the VAT due.

Mackenzies Chartered Accountants

Terms of business

The following terms of business apply to all engagements accepted by Mackenzies Accountants Limited trading as Mackenzies Chartered Accountants. All work is carried out under these terms except where changes are expressly agreed in writing.

1 Applicable law

1.1 This engagement letter shall be governed by and construed in accordance with English law. The Courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the engagement letter (including the firm's standard terms of business) and any matter arising from it. Each party irrevocably waives any right it may have to object to an 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.

1.2 Persons who are not party to this agreement shall have no rights under the [Contracts (Rights of Third Parties) Act 1999 / Contract (Third Party Rights)(Scotland) Act 2017] to enforce any term 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.

1.3 The advice we give you is for your sole use and is confidential to you and will not constitute advice for any third party to whom you may communicate it. We will accept no responsibility to third parties for any aspect of our professional services or work that is made available to them.

2 Client identification

2.1 In common with all accountancy and legal practices, the firm is required by law to:

- Maintain identification procedures for clients and beneficial owners of clients;
- Maintain records of identification evidence and the work undertaken for the client; and
- Report, in accordance with the relevant legislation and regulations.

2.2 We may use electronic checks as part of our identification procedures. We confirm that these electronic checks are not credit checks.

3 Quality of service

3.1 We aim to provide you with a fully satisfactory service and your engagement partner will seek to ensure that this is so. If, however, you are unable to deal with any difficulty through them and their team please contact Venetia Coombs 01622 358280 venetia@mkchartered.co.uk. We undertake to look into any complaint carefully and promptly and to 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. If we do not answer your complaint to your satisfaction you may of course take up the matter with the Institute of Chartered Accountants in England and Wales (ICAEW).

3.2 We are not licensed or authorised for the reserved legal activity of non-contentious probate. Consequently, any work we do for you on closely aligned activities, such as estate administration or inheritance tax advice, will not be covered by the ICAEW Probate Compensation Scheme, this service will not be covered by legal personal privilege and you will not have access to the Legal Ombudsman.

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 the firm's funds. The account will be operated, and all funds dealt with, in accordance with the Clients' Money Regulations of the ICAEW.

4.2 All client money will be held in an interest-bearing account. 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 Barclays Bank Plc for small deposits subject to the minimum period of notice for withdrawals. Subject to any tax legislation, interest will be paid gross.

4.3 If the total sum of money held on your behalf exceeds £10,000 for a period of more than 30 days, or such sum is likely to be held for more than 30 days, then the money will be placed in a separate 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.

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

5 Commissions or other benefits

5.1 It is the practice of some accountants to accept commissions or other benefits which may become payable to them or one of their associates in respect of transactions they or such associates arrange for you.

It is our policy not to accept such commissions and we would instead ask the service provider to either pay the commission directly to you as our client or alternatively reduce the fee that they charge to you. It by exception we do receive a commission directly, then we will pay it to you.

6 Investment advice - exempt regulated activities

6.1 Although we are not authorised by the Financial Conduct Authority to conduct Investment Business, we are licensed by the ICAEW to provide certain limited investment services where these are complementary to, or arise out of, the professional services we are providing to you.

6.2 Such assistance may include the following:

- 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) and assisting you and the authorised third party during the course of any advice given by that party. This may include comment on, or explanation of, the advice received (but we will not make 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. The firm may receive commission from such an introduction, in which case you will be fully informed of the expected size and nature of such commission at the time of the introduction.
- advising on the sale of a contractually based investment other than disposing of any rights or interests which you may have as a member of a personal pension scheme;
- advising and assisting you in transactions concerning shares or other securities not quoted on a recognised exchange;
- managing investments or acting as trustee (or donee of a power of attorney) where decisions to invest are taken on the advice of an authorised person;

6.3 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 valuation and methods;
- arrange any agreements in connection with the issue, sale or transfer of the company's shares or other securities;
- arrange for the issue of the new shares; and
- act as the addressee to receive confirmation of acceptance of offer documents etc.

7 Fees and payment terms

7.1 Our fees may depend not only on the time spent on your affairs by the partners and our staff and on the levels of skill and responsibility involved, but also the level of risk identified and any advice provided. Unless otherwise agreed, our fees will be billed at appropriate intervals during the course of the year and will be due on presentation.

7.2 We may indicate a fixed/indicative fee for the provision of specific services. We will not usually identify fixed fees for more than a year in advance as these may need to be revised in light of subsequent events. Where we estimate our fees for any specific work, this will not be binding unless this is clearly stated to you. Otherwise, our fees will be based on the hours worked by each member of staff necessarily engaged on your affairs, multiplied by their charge-out rate per hour, VAT being charged thereon.

We will usually provide you a fee quote via our online Quotient system and you will be asked to approve this fee quote electronically.

7.3 If it is necessary to carry out work outside the responsibilities outlined in this letter 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. Our fees will exclude out of pocket expenses. Out of pocket expenses (plus VAT (if applicable)) will be billed as incurred for reimbursement by you.

7.4 Invoices are payable in full before the report is signed and the accounts are made available for filing.

7.5 It is our normal practice to request that clients make arrangements to pay our fees by monthly direct debit. These direct debits will be applied to fees arising from work agreed in this letter of engagement for the current and ensuing years. Once we have been able to assess the amount of work and time involved we would be grateful if you would agree to pay an amount to us on a regular basis.

7.6 Our terms relating to payment of amounts invoiced and not covered by standing orders, where appropriate, are strictly 30 days net. Interest will be charged on all overdue debts at the rate 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.

8 Retention of and access to records

8.1 During the course of our work we will collect information from you and others acting on your behalf and will return any original documents to you following the [preparation of your accounts and returns.

8.2 Whilst certain documents may legally belong to you, we intend to destroy correspondence and other papers that we store 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 you must notify us of that fact in writing.

9 Electronic communication

9.1 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.

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

10 Data protection

10.1 To enable us to discharge the services agreed in this engagement letter, comply with related legal and regulatory obligations and for other related purposes including updating and enhancing client records and analysis for management purposes, as a data controller, we may obtain, use, process and disclose personal data about [you / your business / company / partnership / its shareholders / members / officers and employees] as described in our privacy notice. We confirm when processing data on your behalf that we will comply with the provisions of all relevant data protection legislation and regulation.

10.2 You are also an independent controller responsible for complying with data protection legislation and regulation in respect of the personal data you process and, accordingly where you disclose personal data to us you confirm that such disclosure is fair and lawful and otherwise does not contravene relevant requirements. Nothing within this engagement letter relieves you as a data controller of your own direct responsibilities and liabilities under data protection legislation and regulation.

10.3 Our privacy notice, which can be found on our website at <https://www.mkchartered.co.uk/disclaimer> explains how we process personal data in respect of the various services that we provide.

10.4 As part of our ongoing commitment to providing a quality service, our files are periodically reviewed by an independent regulatory or quality control body. These reviewers are highly experienced and professional people and, of course, are bound by the same rules for confidentiality as us.

Processing of customer personal data

10.5 Data protection legislation and regulation places obligations on you as a data controller where we act as a data processor to undertake the processing of personal data on your behalf, for instance where we operate a payroll service for you. We therefore confirm that we will at all times take appropriate measures to comply with relevant requirements when processing data on your behalf. In particular we confirm that we have adequate security measures in place and that we will comply with any obligations equivalent to those placed on you as a data controller. Terms relating to our responsibilities as a data processor are set out in paragraphs 10.6 to 10.9 below.

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

10.6.1 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;

10.6.2 Disclose and transfer the client personal data to [members of our firm's network,] our regulatory bodies or other third parties (for example, our professional advisors or service providers) 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;

10.6.3 Disclose the client personal data to courts, government agencies and other third parties as and to the extent required by law;

10.6.4 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.

10.6.5 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 cross-border data transfers outside of the United Kingdom; and
- iii. a general description of security measures implemented in respect of the client personal data;

10.6.6 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;

10.6.7 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;

10.6.8 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 section;

10.6.9 Where we transfer the client personal data to a country or territory outside the United Kingdom to do so in accordance with data protection legislation;

10.6.10 Notify you promptly if:

- 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
- 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 Office);

10.6.11 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; and

10.6.12 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.

10.7 Without prejudice to the generality of clause 10.1, 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.

10.8 Should you require any further details regarding our treatment of personal data, please contact our data controller.

10.9 The following details are also required by Article 28(3) of the GDPR:

10.9 1 **Subject matter and duration of the processing of client personal data**

The subject matter and duration of the processing of the client personal data are set out in the engagement letter between us..

10.9 2 **The nature and purpose of the processing of client personal data**

The processing of client personal data is in order to calculate payroll and deductions and arrange payments to HMRC and the client's employees.

10.9 3 **The types of client personal data to be processed**

Personal Data:

- Full name
- Date of birth
- Home address
- National Insurance number
- Tax code
- Salary

10.9 4 **The categories of data subject to whom the client personal data relates**

The client personal data relates to employees of the client and its subsidiaries if applicable.

11 Professional rules and practice guidelines

11.1 We will observe and act in accordance with the bye-laws, regulations and Code of Ethics of the ICAEW and accept instructions to act for you on this basis. 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 in our offices. The requirements are also available on the internet at [www.icaew.com/regulations].

11.2 We confirm that we are Statutory Auditors eligible to conduct audits under the Companies Act 2006. When conducting audit work we are required to comply with the FRC Ethical Standard and the International Standards on Auditing (UK) which can be accessed on the internet at <https://www.frc.org.uk/Our-Work/Audit-and-Actuarial-Regulation/Audit-and-assurance/Standards-and-guidance.aspx>.

12 Conflicts of interest

12.1 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. [Subject to our confidentiality clause] we confirm that we will notify you immediately should we become aware of any conflict of interest involving us and affecting the company.

12.2 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 our Code of Ethics, which can be viewed on the internet at the address above, in part 3, sub-section 310.

13 The Provision of Services Regulations 2009

13.1 We are registered to carry on audit work in the UK by the ICAEW. Details of our audit registration can be viewed at www.auditregister.org.uk under reference number C001019405.

13.2 Details of our current professional indemnity insurer can be found on our website at <https://www.mkchartered.co.uk/mackenzies-documents/terms-of-engagement/professional-indemnity-insurance>

14 Timing of our services

14.1 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.

15 Use of our name in statements or documents issued by you

15.1 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.

15.2 The copyright in any document prepared by us belongs to us in entirety unless the law specifically provides otherwise.

16 Interpretation

16.1 If there is a conflict between an engagement letter schedule and these terms of business then the engagement letter takes precedence.

16.2 We will provide services as outlined in this letter with reasonable care and skill. Our liability to you is limited to losses, damages, costs and expenses directly caused by our negligence, fraud or wilful default. However, to the fullest extent permitted by law, we will not be responsible for any losses, penalties, surcharges, interest or additional tax liabilities where you or others 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 the tax authorities.

16.3 You will not hold us, the owners of this firm and any staff employed by the firm, 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 in connection with this agreement. You have agreed that you will not bring any claim in connection with services we provide to you against any of the principals or employees personally.

16.4 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.

16.5 If any provision of this engagement letter or terms of business or its application is held to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of any other provision and its application shall not in any way be affected or impaired.

16.6 Advice we give you orally should not be relied upon unless we confirm it in writing. We endeavour to record all advice on important matters in writing. However, if you particularly wish to rely upon oral advice we give you during a telephone conversation or a meeting, you must ask for the advice to be confirmed in writing.

16.7 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 the light of any change in the law or your circumstances. We will accept no liability for losses arising from changes in the law or the interpretation thereof that occur after the date on which the advice is given.

16.8 Unless specifically instructed and agreed in advance we will not assist with the implementation of our advice.

17 Provision of cloud-based services

17.1 Where the firm provides accounting software in the Cloud, this will be provided by a third party (the 'Cloud Supplier'). The third party has signed a confidentiality agreement with the firm to ensure compliance with the relevant clauses in the firm's standard terms of business above, in particular, Fees and payment terms (7), Electronic communication (9), and Data protection (10).

17.2 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 the firm and the third party.

17.3 The firm cannot be held liable for any interruption of service provided by the Cloud Supplier. However, we will liaise with them regarding the resumption of a normal service as soon as possible.

18 Termination of our agreement

18.1 Either party to these terms of engagement may terminate the agreement by giving not less than 21 days notice in writing to the other party. We may, however, terminate our agreement immediately where you fail to cooperate with us, or we have reason to believe that you have provided us [or HMRC] with misleading information. Termination will be without prejudice to any rights that may have accrued to either of us prior to termination.

18.2 Should our contract be terminated; we will endeavour to agree with you the arrangements for the completion of work in progress at that time. We may, however, be 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.