

MACKENZIES CHARTERED ACCOUNTANTS

ENGAGEMENT LETTER AND TERMS OF BUSINESS (LIMITED COMPANY)

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 and Venetia Coombs 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 Preparation of statutory financial statements in compliance with the Companies Act 2006

Schedule 2 Company taxation services

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 Logika Limited trading as Mackenzies Chartered Accountants

MACKENZIES CHARTERED ACCOUNTANTS

SCHEDULE 1 - PREPARATION OF STATUTORY FINANCIAL STATEMENTS IN COMPLIANCE WITH THE COMPANIES ACT 2006

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

RESPONSIBILITIES AND SCOPE FOR FINANCIAL STATEMENTS PREPARATION SERVICES

1 Your responsibilities as director(s)

- 1.1 As directors of the company, you are responsible for preparing financial statements which give a true and fair view and which have been prepared in accordance with the Companies Act 2006 (the Act). As directors you must not approve the financial statements unless you are satisfied that they give a true and fair view of the assets, liabilities, financial position and profit or loss of the company.
- 1.2 In preparing the financial statements, you are required to:
 - select suitable accounting policies and then apply them consistently;
 - make judgements and estimates that are reasonable and prudent; and
 - prepare the financial statements on the going concern basis unless it is inappropriate to presume that the company will continue in business.
- 1.3 You are responsible for keeping adequate accounting records that set out with reasonable accuracy at any time the company's financial position, and for ensuring that the financial statements comply with United Kingdom Accounting Standards (United Kingdom Generally Accepted Accounting Practice and with the Companies Act 2006 and give a true and fair view.
- 1.4 You are also responsible for safeguarding the assets of the company and hence for taking reasonable steps to prevent and detect fraud and other irregularities.
- 1.5 If audit exemption is being taken, you are also responsible for deciding whether, in each financial year, the company meets the conditions for exemption from an audit, as set out in section 477 or 480 of the Companies Act 2006, and for deciding whether the exemption cannot be claimed that year.
- 1.6 You are responsible for ensuring that the company complies with laws and regulations that apply to its activities, and for preventing non-compliance and detecting any that occurs.
- 1.7 You have undertaken to make available to us, as and when required, all the company's accounting records and related financial information, including minutes of management, shareholders and directors meetings, that we need to do our work.
- 1.8 If financial information is published, which includes a report by us or is otherwise connected to us, on the company's website or by other electronic means, you must inform us of the electronic publication and get our consent before it occurs and ensure that it presents the financial information and chartered accountants report properly. We have the right to withhold consent to the electronic publication of our report or the financial statements if they are to be published in an inappropriate manner.
- 1.9 You must set up controls to prevent or detect quickly any changes to electronically published information. We are not responsible for reviewing these controls nor for keeping the information under review after it is first published. You are responsible for the maintenance and integrity of electronically published information, and we accept no responsibility for changes made to any information after it is first posted.

2 Our responsibilities as accountants

- 2.1 You have asked us to help you prepare the financial statements in accordance with the requirements of the Companies Act 2006, to enable profits to be calculated to meet the requirements of current tax legislation and that provide sufficient and relevant information to complete a tax return. We will compile the financial statements for your approval based on the accounting records [that you maintain] and the information and explanations that you give us.
- 2.2 We shall plan our work on the basis that no report on the financial statements is required by statute or regulation for the year, 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. Where an assurance or agreed upon procedures engagement is to be undertaken, then the full details of what is to be undertaken and the result of that work needs to be agreed in writing.
- 2.3 You have told us that the company is exempt from an audit of the financial statements. We will not check whether this is the case. However, if we find that the company is not entitled to the exemption, we will inform you of this.
- 2.4 Our work will not be an audit of the financial statements in accordance with International Standards of Auditing (UK and Ireland). So we will not be able to provide any assurance that the accounting records or the financial statements are free from material misstatement, whether caused by fraud, other irregularities or error nor to identify weaknesses in internal controls.

- 2.5 Since we will not carry out an audit, nor confirm in any way the accuracy or reasonableness of the accounting records, we cannot provide any assurance whether the financial statements that we prepare from those records will present a true and fair view.
- 2.6 We will advise you on whether your records are adequate for preparation of the financial statements and recommend improvements.
- 2.7 We have a professional duty to compile financial statements that conform with generally accepted accounting principles from the accounting records and information and explanations given to us. The accounting policies on which the financial statements have been compiled will be disclosed in an accounting policy and will be referred to in our accountants' report. We will not compile financial statements where the accounting principles, or the accounting policies selected by management are inappropriate.
- 2.8 We also have a professional responsibility not to allow our name to be associated with financial statements which we believe may be misleading. Therefore, although we are not required to search for such matters, should we become aware, for any reason, that the financial statements may be misleading, we will discuss the matter with you with a view to agreeing appropriate adjustments and/or disclosures in the financial statements. In circumstances where adjustments and/or disclosures that we consider appropriate are not made or where we are not provided with appropriate information, and as a result we consider that the financial statements is misleading, we will withdraw from the engagement.
- 2.9 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.

3 Form of the accountants' report.

- 3.1 The accountants' report helps users derive comfort from the involvement of chartered accountants who are subject to the ethical and other guidance issued by the ICAEW in relation to the preparation of the financial information or statements. It also helps prevent users from deriving unwarranted assurance from the financial information or statements where no audit or assurance work has been performed and no opinion is expressed by the accountants.
- 3.2 We will report to the Board of Directors, as appropriate, that in accordance with this engagement letter and to assist you to fulfil your responsibilities, we have not carried out an audit but have compiled the financial statements from the accounting records and from the information and explanations supplied to us. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the Company and the Company's Board of Directors, as a body for our work or for this report.

4 Timing of accounts preparation

- 4.1 We ask that you provide us with your accounting records as soon as possible after your accounting year end. Your tax return will be based upon the figures shown in your accounts so to enable us to prepare your tax return before any applicable deadline; it is in your interest to provide us with your accounting records promptly.
- 4.2 We will endeavour to prepare your accounts promptly once you have provided your accounting records to us. If you wish us to prepare your accounts by a certain date please discuss this with the Mackenzies manager who usually deals with your affairs. Please help us to prepare your accounts quickly and efficiently by answering any questions that may arise and by providing any missing information promptly.

5 Our fees

- 5.1 For new clients it is likely that when you first became a client of Mackenzies we will have agreed with you a fee for the preparation of your accounts.
- 5.2 For clients where we have prepared your accounts for the prior year/period then, unless we agreed with you otherwise, your fee will increase by no more than 5% compared to the previous year. This is on the basis that your nature and size of your business is essentially the same as the previous period and that you have continued to maintain your accounting records to a similar standard and have provided us with your accounting records promptly and have answered any questions efficiently. We are always happy to provide a written fee quote prior to commencing any job, if you require a quote then please speak to a director or to the manager usually responsible for your job.
- 5.4 Where proper accounting records have not been maintained or where information has not been provided to us quickly and efficiently we reserve the right to increase our fee to cover the additional time cost incurred by us.

6 Company secretarial

- 6.1 A private company is required to file its financial statements at Companies House within nine months of the year end. The company will be liable to a fine if it fails to do so. We accept no responsibility for fines or regulatory action taken against the directors where the statutory financial statements are not available for filing.
- 6.2 We have agreed to act as your agent, and to; submit the financial statements to the Registrar of Companies, complete and submit the company's annual return, complete and submit any other forms which are required by law to be filed at Companies House, provided that you keep us fully informed of any relevant changes or events which are required to be notified to Companies House, within one week of the change or event and maintain the statutory books.

MACKENZIES CHARTERED ACCOUNTANTS SCHEDULE 2 – COMPANY TAX SERVICE

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

Recurring compliance work

1. We will use appropriate software to apply iXBRL tags to items in the accounts as we consider appropriate for the purposes of submission of the accounts to HMRC.
2. We will, to the extent we consider necessary, manually amend or apply tags where the software has not applied automatic tagging or where we consider any automatic tagging to have been inappropriate.
3. We will provide you with detailed information regarding the tagging applied for your approval.
4. We will prepare the company's corporate tax self assessment (CTSA) return. After obtaining the approval and signature of an authorised nominated director, we will submit it to HM Revenue & Customs (HMRC). We will not accept liability for any financial penalty or loss or other damage arising from any rejection of the iXBRL accounts by HMRC or otherwise as a result of incorrect or inappropriate tagging.
5. We will prepare the corporation tax computation and supporting schedules required for preparation of the company tax return from accounts, information and explanations provided to us on your behalf.
6. We will tell you how much tax the company should pay and when. If appropriate, we will initiate repayment claims when tax has been overpaid. We will advise on the interest and penalty implications if corporation tax is paid late.
7. We will inform you if instalment payments of corporation tax are due for an accounting period and the dates they are payable. We will calculate the quarterly instalments which should be made on the basis of information supplied by you by the date agreed.
8. We will advise you as to possible tax return related claims and elections arising from information supplied by you. Where instructed by you, we will make such claims and elections in the form and manner required by HMRC.

Ad hoc and advisory work

9. Where you have instructed us to do so, we will also provide such other taxation advisory and ad hoc services as may be agreed between from time to time. These may be the subject of a separate engagement letter, at our option. Where appropriate we will discuss and agree an additional fee for such work when it is commissioned by you. Examples of such work include:
- Advising you when corporation tax is due on loans by the company to directors or shareholders or their associates, and calculating the payments due or the amount repayable when the loans are repaid; and
 - Dealing with any enquiry opened into the company's tax return by HMRC;
 - Preparing any amended returns which may be required and corresponding with HMRC as necessary.
10. Where specialist advice is required on occasions we may need to seek this from or refer you to appropriate specialists.

Changes in the law

11. 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 or your circumstances.
12. We will accept no liability for losses arising from changes in the law or the interpretation thereof that are first published after the date on which the advice is given

Your responsibilities

13. The Directors, on behalf of the company, are legally responsible for:
- Ensuring that the CTSA return (including tagging) is correct and complete;
 - Filing any returns by the due date; and
 - Making payment of tax on time.

Failure to do this may lead to automatic penalties, surcharges and/or interest.

The signatory to the return cannot delegate this legal responsibility to others. The signatory agrees to check that returns we have prepared for the company are complete before he/she approves and signs them.

14. To enable us to carry out our work the Directors agree:
- To provide us with approved accounts for the company.

- That all returns are to be made on the basis of full disclosure of all sources of income, charges, allowances and capital transactions;
- To provide full information necessary for dealing with the company's affairs: we will rely on the information and documents being true, correct and complete and will not audit the information or those documents;
- To authorise us to approach such third parties as may be appropriate for information that we consider necessary to deal with the company's affairs;
- To provide us with information in sufficient time for the company's CTSA return to be completed and submitted by the due date following the end of the tax year. In order that we can do this we need to receive all relevant information within 5 months of your accounting reference date. Where feasible we may agree to complete your return within a shorter period but may charge an additional fee for so doing;
- To provide information on matters affecting the company's tax liability for the accounting period in respect of which instalments are due at least four weeks before the due date of each instalment. This information should include details of trading profits and other taxable activities up to the date the information is provided, together with estimates to the end of the accounting period; and
- To provide us with information on advances or loans made to directors, shareholders or their associates during an accounting period and any repayments made or write offs authorised at the latest within three months of the end of the relevant accounting period.

15. The Directors will keep us informed of material changes in circumstances that could affect the tax liabilities of the company. If the Directors are unsure whether the change is material or not please let us know so that we can assess its significance.

16. You will forward to us HMRC statements of account, copies of notices of assessment, letters and other communications received from HMRC in 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 signed and 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.

17. The work carried out within this engagement will be in respect of the company's tax affairs. Any work to be carried out for the directors on a personal basis will be set out in a separate letter of engagement.

18. If you are not already registered for VAT then you are responsible for monitoring the monthly turnover to establish whether the company is liable to register for VAT, if it is not already registered. If you do not understand what you need to do, please ask us. If the company exceeds the VAT registration threshold, and you wish us to assist in notifying HMRC of the Company's liability to be VAT registered we will be pleased to assist in the VAT registration process. You should notify us of your instructions to act in relation to the company's VAT registration in good time to enable a VAT registration form to be submitted within the time limit of one month following the month in which the current VAT registration turnover threshold was exceeded. We will not be responsible if we are not notified in time and a late registration penalty is incurred.

19. Our services as set out above are subject to the limitations on our liability set out in the engagement letter and in paragraph 18 of our standard terms and conditions. These are important provisions which you should read and consider carefully.

20. Additional clause applicable only if the company is a member of a Groups and/or Consortia

20.1 In relation to groups and consortia of which the company is a member, and in respect of which you have instructed us to act; we will provide the following additional services:

20.2 Where instructed we will advise on the tax treatment of intra-group payments of dividends, charges and interest.

20.3 We will advise on the eligibility of companies to make elections in relation to such payments.

20.4 We will prepare and submit to HMRC elections relating to intra-group payments of dividends, charges and interest.

20.5 We will deal with all communications relating to elections addressed to us by HMRC.

20.6 Where instructed, in respect of claims for group and consortium relief:

- We will advise as required on claims for group and consortium relief and the interaction with other reliefs;
- We will prepare and submit to HMRC appropriate claims;
- We will adjust corporation tax computations and returns to reflect the surrender and receipt of group and consortium reliefs; and
- We will advise on arrangements for payment of tax and the surrender and set-off of tax refunds within the group

Mackenzies Chartered Accountants

Terms of business as at 1st March 2013

The following terms of business apply to all engagements accepted by Logika 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 Our engagement letter, the schedules of services 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 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.

2. 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/or make searches of appropriate databases.

3. Client money

3.1 We may, from time to time, hold money on your behalf. The money will be held in trust in a client bank account, which is segregated from the firm's funds. The account will be operated, and all funds dealt with, in accordance with the Clients' Money Regulations of the Institute of Chartered Accountants in England and Wales.

3.2 All client monies will be held in an interest-bearing account. To avoid excessive administration, interest will only be paid to you where the amount earned on the balances held on your behalf in any calendar year exceeds £25.00. 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 we will put the money in a designated interest-bearing client bank account and pay the interest to you. Subject to any tax legislation, interest will be paid gross.

3.3 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 whom 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.

4. Commissions or other benefits

4.1 In some circumstances we may receive commissions or other benefits for introductions to other professionals or in respect of transactions which we arrange for you. Where this happens we will notify you in writing of the amount and terms of payment and receipt of any such commissions or benefits. The same will apply where the payment is made to or the transactions are arranged by a person or business connected with ours. The fees you would otherwise pay will not be reduced by the amount of the commissions or benefits.

5. Complaints

5.1 We are committed to providing you with a high quality service that is both efficient and effective. However, should there be any cause for complaint in relation to any aspect of our service please contact Venetia Coombs. We agree to look into any complaint carefully and promptly and do everything reasonable to put it right. If you are still not satisfied you can refer your complaint to our professional body, the Institute of Chartered Accountants in England and Wales.

6. Confidentiality

6.1 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.

6.2 Mackenzies currently operates from four offices, Maidstone, Shanklin, Freshwater and New Delhi. To provide you with an efficient and cost effective service, we may allocate the work carried out on your behalf to any Mackenzies office (current and future); all of our staff are bound by our client confidentiality terms. We will never physically send your information or records offshore, our employees based at our New Delhi office may only view data / scanned records remotely via a terminal sever link to our secure server based in the UK, no data or information is transferred offshore.

6.3 Mackenzies do not outsource or use sub-contractors, all of our staff are employed by Logika Limited (UK) or Logikal Solutions Pvt. Limited (India), both wholly owned subsidiary companies of The Logikal Group Limited a company controlled by Mark Smith and Venetia Coombs.

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

7. Conflicts of interest

7.1 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. 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 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. We reserve the right to provide services for other clients whose interests are not the same as yours or are adverse to yours subject of course to the obligations of confidentiality referred to above.

8. Data protection

8.1 We confirm that we will comply with the provisions of the Data Protection Act 1998 when processing personal data about you [and your family]. In order to carry out the services under our engagement letter and for related purposes such as updating and enhancing our client records, analysis for management purposes and statutory returns, legal and regulatory compliance and crime prevention we may obtain, process, use and disclose personal data about you.

9. Disengagement

9.1 Should we resign or be requested to resign we will normally issue a disengagement letter to ensure that our respective responsibilities are clear. Should we have no contact with you for a period of 6 months or more we may issue to your last known address a disengagement letter and hence cease to act.

10. Electronic and other communication

10.1 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.

10.2 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. 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.

10.3 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.

11. Fees and payment terms

11.1 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.

11.2 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.

11.3 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.

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

11.5 Unless we have agreed with you a monthly Direct Debit arrangement, we will bill you periodically upon completion of work, and our invoices will be due for payment 30 days of issue. 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.

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

11.7 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.

11.10 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.

11.11 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, directors, 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.

12. Implementation

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

13. Intellectual property rights

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

14. Interpretation

14.1 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.

15. Internal disputes within a client

15.1 If we become aware of a dispute between the parties who own or are in some way involved in the ownership and management of the business, it should be noted that our client is the business and we would not provide information or services to one party without the express knowledge and permission of all parties. Unless otherwise agreed by all parties we will continue to supply information to the registered office/normal place of business for the attention of the 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.

16. Investment advice

16.1 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 as we are not.

17. Lien

17.1 Insofar as we are permitted to do so by law or professional guidelines, we reserve the right to exercise a lien over all funds, documents and records in our possession relating to all engagements for you until all outstanding fees and disbursements are paid in full.

18. Limitation of third party rights

18.1 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.

19. Period of engagement and termination

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

19.2 Each of us may terminate our agreement by giving not less than 21 days notice in writing to the other party except where you fail to cooperate with us or we have reason to believe that you have provided us or HMRC with misleading information, in which case we may terminate this agreement immediately. Termination will be without prejudice to any rights that may have accrued to either of us prior to termination.

19.3 In the event of termination of our 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.

20. Professional rules and statutory obligations

20.1 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 will 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/en/members/regulations-standards-and-guidance. 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 Ethical Standards for Auditors which can be accessed on the internet at <http://www.frc.org.uk/Our-Work/Codes-Standards/Audit-and-assurance/Standards-and-guidance/Standards-and-guidance-for-auditors/Ethical-standards-for-auditors.aspx>.

21. Quality control

21.1 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 our directors and staff.

22. Reliance on advice

22.1 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.

23. Retention of papers

23.1 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:

Individuals, trustees and partnerships: with trading or rental income: 5 years and 10 months after the end of the tax year, otherwise: 22 months after the end of the tax year.

Companies, Limited liability Partnerships, and other corporate entities: 6 years from the end of the accounting period.

23.2 Whilst certain documents may legally belong to you, we may 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.

24. The Provision of Services Regulations 2009

24.1 We are registered to carry on audit work in the UK and Ireland by the Institute of Chartered Accountants in England and Wales. Details of our audit registration can be viewed at www.auditregister.org.uk under reference number C001019405.

24.2 Our professional indemnity insurer is Chartis Insurance UK Limited of The Chartis Building, 58 Fenchurch Street, London EC3m 4AB. The territorial coverage is worldwide excluding professional business carried out from an office in the United States of America or Canada and excludes any action for a claim brought in any court in the United States or Canada.