

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

1 Definitions & Applicable law

- 1.1 References to "us", "we" or "our" refer to Moorgate Accountancy Ltd. References to "you", "your", "client" or the "Company" refer to the company and/or the directors referred to in the engagement letter for whom we are acting on any matter or for to whom we are providing any service.
- 1.2 "Principal" means Peter Seed, managing director of Moorgate Accountancy Ltd.
- 1.3 "Terms" means these Terms of Business.
- 1.4 Our engagement letter ("EL"), 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.
- 1.5 Where no specific EL is signed prior to the commencement of our work, your approval to any filing with any third party (including but not limited to HMRC, the Registrar of Companies, your workplace pension provider, your employees (in the case of payroll services), a mortgage lender or broker (in the case of a mortgage reference), a lettings agent, IFA, the Financial Conduct Authority, the Prudential Regulation Authority, the Solicitors Regulatory Authority, Charities Commission or any other party) shall be deemed as acceptance of these Terms.

2 Interpretation

- 2.1 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.

3 Confidentiality

- 3.1 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.
- 3.2 If you authorise another individual (the "Authorised Individual") to communicate with us about your affairs, we are entitled to rely on that individual to authorise the submission of tax returns, file accounts and/or communicate other of your decisions or approvals that we may have requested from you either directly or via the Authorised Individual. You agree that no breach of confidentiality has occurred in respect of communications with any Authorised Individual. We will only accept authorisation to communicate with an Authorised Individual by a written communication which may be by email or other electronic message that we are entitled to rely on.
- 3.3 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.
- 3.4 We reserve the right, for the purpose of promotional activity, training or for other business purposes, to mention that you are a client unless you expressly request that we do not. As stated above we will not disclose any confidential information.

4 Limitation of Liability

- 4.1 We will provide services as outlined in the letter of engagement and associated schedule of 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. 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.

4.2 You will not hold us, our principal, 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.

- 4.3 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.

5 Customer identification

- 5.1 As with other business services firms, we are required to identify our clients for the purposes of the UK anti-money laundering legislation. You agree that we may request from you, obtain and retain such information and documentation as we require for these purposes and/or make searches of appropriate databases. A failure to provide adequate documentation or representations for the purposes of identifying you is a serious breach of this agreement.

6 Client money

- 6.1 We will not hold any monies on your behalf.

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, another client or with any associate of Moorgate Accountancy Ltd, its directors or principal 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. 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.
- 8.2 We will not disclose your personal data without your express written consent unless requested to do so by an appropriate regulatory authority or UK enforcement agency in accordance with applicable law.
- 8.3 We will comply with the European Union General Data Protection Regulation ("GDPR") from 25th May 2018 as it affects businesses of our size.
- 8.4 We will not disclose personal data to third parties without your express written consent.
- 8.5 We hold personal data to comply with applicable legislation. Our policy is to retain personal data for at least seven years from the end of our accounting period in which you cease to be an active client of ours.

9 Electronic and other communication

- 9.1 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.
- 9.2 We may use electronic communication systems which allow you to electronically authorise documents including tax returns and other documents. Unless you advise us otherwise, we will be entitled to rely on any such electronic authorisations communicated to us if we reasonably believe that they have come from you.
- 9.3 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.

9.4 Any communication by us with you sent through the post system is deemed to arrive at your postal address two working days after the day that the document was sent.

10 Fees and payment terms

10.1 Our fees depend the level of skill and responsibility required to do the work and the importance and value of the advice that we provide together with the level of risk of legitimate challenge by a third party (e.g. HMRC).

10.2 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.

10.3 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.

10.4 Any fees paid to us are not refundable.

10.5 Monthly or periodically collected fees are to retain us for the services which we agree to provide. They are not payment for specific services unless otherwise indicated on the engagement letter.

10.6 Correspondence with HMRC or interaction with HMRC to resolve any matter or dispute, or reclaim of any amount e.g. CIS, VAT or PAYE is subject to an additional fee.

10.7 In some cases, you may be entitled to assistance with your professional fees, particularly in relation to any investigation into your tax affairs or returns 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 the amount and prompt settlement of our fees regardless of whether all or part are liable to be paid by your insurers.

10.8 We may bill monthly, quarterly and annually in advance and our invoices will be due for payment in 21 days. Our fees are generally quoted exclusive of VAT which will be added where it is chargeable. Where fees are quoted inclusive of VAT this will be stated in the engagement letter. 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.

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

10.10 It is our normal practice to agree fixed fees with our clients which are paid annually in advance or otherwise as agreed by us. Our bank details are set out in our engagement letter.

10.11 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 and/or to seek judicial means to recover any long overdue outstanding debt including the use of dedicated debt collection agencies and or the small claims judicial process. We intend to exercise these rights only where it is fair and reasonable to do so.

10.12 Clients who have outstanding invoices aged three months or more agree to set up a direct debit mandate to repay the outstanding invoices and to avoid future or agree to pay fully in advance (or otherwise agreed with us in writing) in order to continue receive our services.

10.13 Payments for services are due as stated in the engagement letter. If an engagement letter is returned signed by a prospective client more than 28 days after its issue date then we reserve the right to invoice the client from the date stated in the engagement letter.

10.14 If you do not accept that an invoiced fee is fair and reasonable you must notify us within 7 days of receipt, failing which you will be deemed to have accepted that payment is due.

10.15 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.

11 Implementation

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

12 Internal disputes within a client

12.1 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 normal place of business for the attention of the directors.

12.2 If we are unable to determine who we should communicate with due to internal disputes within a client we reserve the right to terminate our services by giving notice.

13 Investment advice (including insurance mediation services)

13.1 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.

14 Lien

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

15 Intellectual property rights

15.1 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.

16 Introduction to other service providers

16.1 Where we refer or introduce you to Service Providers we are aware of, we will not act as your agent and we will not have and you agree that we will not have any fiduciary duty to you in respect of any such introduction or referral. If we agree to act as your agent or in any fiduciary capacity we will not accept any commissions or introducers fees which may be payable to us.

16.2 We will not advise you to accept the services of any particular Service Provider. We may share our view on the services of any such professional or service provider based on our experience. You take full responsibility for deciding to use any Service Provider that we may introduce you to and agree to hold us harmless for any actions that may arise as a result of your engaging with the Service Providers.

17 Limitation of third party rights

17.1 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.

18 Period of engagement and termination

18.1 Unless otherwise agreed in our engagement letter ("EL"), our work will begin when we receive explicit acceptance the EL and the payment of any fees or the first instalment or our fees. Except as stated the EL we will not be responsible for periods before that date.

- 18.2 Each of us may terminate our agreement by giving not less than one calendar month's 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.
- 18.3 If fees are not paid in accordance with the EL we reserve the right to terminate (by giving notice) all services from the date at which a payment is missed. Services may not be resumed until all arrears are paid. A termination due to the non-payment of fees may give rise to penalties or other charges as a direct result of the termination of services (e.g. non filing of accounts, payroll, VAT or other HMRC returns). You will be responsible for any such penalties or charges and we will not be liable for such penalties and charges.
- 18.4 The provision of all services including but not limited to the preparation and filing of any tax return (e.g. Self-Assessment returns, CIS returns, VAT returns, PAYE returns) and/or accounts, correspondence with HMRC on any matter and work on any open matter ceases from the date we are given notice that you are terminating our services. We may, however, agree to complete any such work or carry on working within the notice period for an agreed fee.
- 18.5 In the event of termination of our contract for legal or regulatory reasons we shall not be carry out further work and shall not be responsible or liable for any consequences arising from termination.
- 19 Disengagement**
- 19.1 Should we resign or be requested to resign we will normally give you notice of what is outstanding. Our responsibility for the provision of any service ceases on the date of termination. Should we have no contact with you for a period of 6 weeks or more we may issue to your last known address a disengagement communication and cease to act.
- 20 We may rely on any information and explanations you provide to us during the course of our providing services to you. If we become aware that any of material information, explanation or representation made to us is false, misleading or recklessly negligent, we reserve the right to terminate our engagement.
- 21 Any outstanding amounts owed to us are required to be settled before disengagement and if they are not settled we reserve our rights to enforce settlement by using any and all legal means.
- 22 Use of our address as Registered Office and/or Registered Directors' Service address**
- 22.1 You agree to our opening any of your post received at any of our business addresses. We are not obliged to forward on any post and have absolute discretion to dispose of mail not related to your company or personal tax affairs.
- 22.2 We reserve the right to terminate your use of any of our business addresses as you Registered Office or Directors' Service address at any time.
- 22.3 If we are unable to make contact with you after trying to do so for a period of 4 weeks or more, we reserve the right to terminate any Registered Office and/or Director's Service Office address and change them to your last known residential address. In such circumstances you agree to indemnify us for any charges, fees costs or losses howsoever arising as a result of your Registered Office and/or Directors' Service Address being moved to your last known residential address. We also reserve the right to charge you £250 per calendar month from 4 weeks after we have tried to contact you.
- 23 Reliance on advice and changes in the law**
- 23.1 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. 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.
- 23.2 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.
- 24 Retention of papers**
- 24.1 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 Moorgate Accountancy are required by law to be retained as follows:
- 24.2 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
- 24.3 Companies, Limited Liability Partnerships, and other corporate entities:
- 6 years from the end of the accounting period.
- 24.4 Whilst certain documents may legally belong to you we may destroy correspondence and other papers that we store electronically or are more than seven years old.
- 24.5 If you do not wish us to destroy any documents that belong to you but do not want them returned we will charge you a fee for retaining them in our possession or changing the media on which they are stored. Any such fees will be the direct costs of storage plus 50%.
- 25 Meetings**
- We reserve the right to hold any meeting requested by a client, prospective client or former client or their representatives at our registered office, Moorgate House, 7b Station Road West, Oxted, Surrey, RH8 9EE or at Devonshire House, 29-31 Elmfield Road, Bromley, Kent, BR1 1LT, UK during normal business hours. We reserve the right to charge for time spent attending, travelling to and from client requested meetings at other than our registered office at a rate of one hundred and eighty pounds per hour plus VAT together with reimbursement for all travel related costs. We may waive such charges in our absolute discretion.
- 26 Statutory obligations**
- 26.1 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.
- 27 Quality control**
- 27.1 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 are bound by the same rules for confidentiality as our principal and staff.
- 28 Feedback and Complaints**
- 28.1 We are committed to providing you with a high quality service that is both efficient and effective. If you feel that you are not getting the level of service you require or wish to complain in relation to any aspect of our service please let us know immediately. We commit to consider all feedback and look into any complaint carefully and promptly and do everything reasonable to put it right.
- 29 The Provision of Services Regulations 2009**
- 29.1 We are required to hold professional indemnity insurance. Details about the insurer and coverage can be requested by writing to us at our registered office.
- 30 Changes to these Terms**
- 30.1 We reserve the right to change these Terms from time to time without notice. You agree to any changes in these terms. If you do not agree to any Terms at any time then you agree to inform us and terminate immediately. A link to our latest Terms can be found at www.moorgates.co.uk/terms.