

The following standard terms of business apply to all engagements accepted by Thomas Westcott (“us”, “our” or “we”) from you, the client. All work carried out is subject to these terms except where changes are expressly agreed in writing.

You will also have been issued with an engagement letter, setting out the details of the work that you have requested we undertake on your behalf. Any further or additional instructions from you must be confirmed in writing.

1 Professional obligations

1.1 We are a partnership and are registered with the Institute of Chartered Accountants in England and Wales as a firm of Chartered Accountants and can be found on the register at www.icaew.com.

1.2 As a member of the Institute of Chartered Accountants in England and Wales our conduct is subject to its Code of Ethics which can be found at www.icaew.com/regulations. This is available in English.

1.3 Where we become aware of errors made by HM Revenue & Customs you give us authority to correct them. We will not be liable for any loss, damage or cost arising from our compliance with statutory or regulatory obligations.

1.4 Details of the firm's professional registrations can be found at www.thomaswestcott.co.uk

Professional indemnity insurance

1.5 In accordance with the disclosure requirements of the Provision of Services Regulations 2009, our professional indemnity insurer is Royal and Sun Alliance, of St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL. 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 of America or Canada.

1.6 If for any reason circumstances arise that may result in a claim to our professional indemnity insurers, you give us your permission to notify them.

2 Fees

2.1 Our fees are calculated on the basis of time spent on your affairs, the levels of skill and responsibility involved, the importance and value of the advice provided to you, and the level of risk. In addition we may charge disbursements of travel, accommodation and other expenses incurred in dealing with your affairs.

2.2 Our fees are subject to VAT. A VAT invoice will be issued on receipt of your payment.

2.3 If it is necessary for us to carry out work that is outside the scope of the engagement currently in place with you, we will advise you of this. Any additional work will result in additional fees being charged. We would therefore like to point out that it is in your interests to ensure that the information you provide us with is completed to the agreed stage.

2.4 If we give you an estimate of our fees for carrying out any specific work, then that estimate will not be contractually binding unless we have explicitly stated that will be the case.

2.5 If we agree a fixed fee with you for providing a specific range of services this will be the subject of a separate agreement. This agreement will set out the period which the fixed fee relates to and the services covered by it.

2.6 If you withdraw your instructions from us or a matter otherwise fails to proceed we will be entitled to charge a reasonable amount for the work completed plus any disbursements incurred.

2.7 We are entitled to render a payment request on the completion of each separately identifiable and independent component of our annual work, as set out in the engagement letter issued to you, unless we agree otherwise in writing. We shall be entitled to refuse to carry out further work on your behalf if any payment from you is not received when due. We reserve the right at the outset of our instructions or at any other time to ask you to pay a reasonable amount on account of our future fees or disbursements likely to be incurred on your behalf.

2.8 Our terms relating to payments of amounts billed (including VAT) and not covered by standing orders, where appropriate, are strictly 30 days from the date of the request for payment.

2.9 Any queries you have on our invoices must be notified to us within 30 days of receipt or we shall deem you to have accepted that payment is due.

2.10 Where we have agreed that you will pay us on a standing order basis, we will discuss with you separately the amount and frequency of payments. These standing orders will be applied to fees arising from work agreed in our letter of engagement for the current and ensuing years. Where a scheduled monthly payment is not made any fees invoiced to you that are outstanding at that time will immediately become due for payment in entirety.

2.11 You may have an insurance policy or membership of a trade or professional body that entitles you to assistance with payment of our fees in some situations. A particular example would be assistance with an investigation by HM Revenue & Customs. Unless you arranged the insurance through us then you will need to advise us of any such cover you have. Please note that you remain liable for our fees regardless of whether all or part are liable to be paid by your insurers.

2.12 We reserve the right to charge interest on overdue accounts at the current rate under the Late Payment of Commercial Debts (Interest) Act 1998. We also reserve the right to terminate our engagement and cease acting if payment of any fees billed is unduly delayed.

2.13 In the event that we cease to act for you then you agree to meet all reasonable costs of providing information to your new advisers.

2.14 Where tax or other repayments are mandated to us we have the right to deduct the repayment from our fee account. We will not be liable to you for any penalties you incur or any other losses caused by the non-payment of a disbursement by us where you have not put us in funds.

3 Help us to give you the right service

3.1 If at any time you would like to discuss with us how our service to you could be improved, or if you are dissatisfied with the service you are receiving, please let us know by contacting Mr Michael Marsh.

3.2 We undertake to look into any complaint carefully and promptly and do all we can to explain the position to you. 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.

3.3 In the unlikely event that we cannot meet our liabilities to you, you may be able to claim compensation under the Chartered Accountants' Compensation Scheme

4 Commissions or other benefits

4.1 In some circumstances, commissions or other benefits may become payable to us or one of our associates in respect of transactions we or such associates arrange for you. If this happens we will notify you in writing of the amount and terms of payment. The fees that would be otherwise payable by you will not be abated by such amounts unless agreed otherwise. You consent to such commission or other benefits being retained by us or, as the case may be, by our associates, without our, or their, being liable to account to you for any such amounts.

5 Client monies

5.1 We may at times hold money on your behalf. Any such money will be held on trust in a client bank account, which is held separately to funds that belong to us. 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.

5.2 To avoid excessive amounts of administration, interest will only be paid to you on balances in excess of £1,000 in accordance with those Regulations.

6 Retention of and access to records

6.1 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. You have a legal responsibility to retain these records. The law requires individuals, trustees and partnerships to keep records in relation to trading or rental income 6 years from the 31 January following the end of the tax year to which they relate. Other records should be kept for 22 months after the end of the tax year they relate to. Companies, Limited Liability Partnerships and other corporate entities are required to keep records for 6 years from the end of the accounting period.

6.2 While certain documents may legally belong to you, unless you tell us not to, 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.

6.3 Notwithstanding the provisions of Clauses 6.1 and 6.2 above, we reserve the right to retain possession of any papers or documents until all our fees and disbursements have been paid (i.e. exercise a lien).

7 Conflicts of interest and independence

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

7.2 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 the Code of Ethics of the Institute of Chartered Accountants in England and Wales which can be viewed at www.icaew.com/regulations.

8 Applicable law

8.1 This engagement letter is governed by, and construed in accordance with, English law. The Courts of England will have exclusive jurisdiction in relation to any claim, dispute or difference concerning this engagement letter and any matter arising from it. Each party irrevocably waives any right it may have 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.

8.2 If any provision in these terms of business or any associated engagement letter, or its application, are found to be invalid, illegal or otherwise unenforceable in any respect, the validity, legality or enforceability of any other provisions shall not in any way be affected or impaired.



9 Internet communication

- 9.1 Unless you tell us otherwise we will at times use email or other electronic means to communicate with you.
- 9.2 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.
- 9.3 It is the responsibility of the recipient to carry out a virus check on any attachments received.

10 Data Protection Act 1998 and confidentiality

- 10.1 To enable us to discharge the services agreed under our engagement, and for other related purposes including updating and enhancing client records, analysis for management purposes and statutory returns, crime prevention and legal and regulatory compliance, we may obtain, use, process and disclose personal data about you / your business / company / partnership / its officers and employees.
- 10.2 Sections 11 and 12 of the Data Protection Act 1998 place express obligations on you as a data controller where we as a data processor undertake the processing of personal data on your behalf. An example would be where we operate a payroll service for you. We therefore confirm that we will at all times comply with the requirements of the Data Protection Act 1998 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.
- 10.3 As detailed at Clause 19.1 we own a separate organisation, Thomas Westcott Financial Management Limited, which is able to give advice on investments and mortgages. We would like to pass certain details about you and your financial affairs to Thomas Westcott Financial Management Limited so that Thomas Westcott Financial Management Limited may contact you from time to time by letter or telephone about products and services they offer which may interest you. These details may include your name and contact details, date of birth, and any other of your personal and financial circumstances that we have obtained whilst acting for you. Your details will not be passed to any other organisation, apart from Thomas Westcott Financial Management Limited for these purposes.
- If you would prefer that we do not pass your details to Thomas Westcott Financial Management Limited, please notify us by contacting Mr Michael Marsh.
- 10.4 Communication between us is confidential and we shall take all reasonable steps to keep your information confidential except where we are required to disclose it by law, by regulatory bodies, by our insurers or as part of an external peer review. Any subcontractors we use will be bound by the same confidentiality requirements.

11 Contracts (Rights of Third Parties) Act 1999

- 11.1 Persons who are not party to this agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any 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.
- 11.2 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.

12 The Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007

- 12.1 In common with all accountancy and legal practices, the firm is required by the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007 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.
- 12.2 We have a duty under section 330 of the Proceeds of Crime Act 2002 to report to the National Crime Agency (NCA) if we know, or have reasonable cause to suspect, that another person is involved in money laundering. Failure on our part to make a report where we have knowledge or reasonable grounds for suspicion would constitute a criminal offence.
- 12.3 The offence of money laundering is defined by section 340(11) of the Proceeds of Crime Act and includes concealing, converting, using or possessing the benefits of any activity that constitutes a criminal offence in the UK. It also includes involvement in any arrangement that facilitates the acquisition, retention, use or control of such a benefit.
- 12.4 This definition is very wide and would include such crimes as deliberate tax evasion, deliberate failure to inform the tax authorities of known underpayments or excessive repayments, fraudulent claiming of benefits or grants, or obtaining a contract through bribery. Clearly these examples are by no means exhaustive.
- 12.5 We are obliged by law to report any instances of money laundering to NCA without your knowledge or consent. In consequence, neither the firms' principals nor staff may enter into any correspondence or discussions with you regarding such matters.

- 12.6 We are not required to undertake work for the sole purpose of identifying suspicions of money laundering. We shall fulfil our obligations under the Proceeds of Crime Act 2002 in accordance with the guidance published by the Consultative Committee of Accountancy Bodies.

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

13 General limitation of liability

- 13.1 We will provide services as outlined in this letter with reasonable care and skill. 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.
- 13.2 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.
- 13.3 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.

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

- 14.1 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 Draft/interim work

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

16 Advice

- 16.1 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.
- 16.2 Unless specifically instructed and agreed in advance we will not assist with the implementation of our advice.

17 Intellectual property rights

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

18 Interpretation

- 18.1 If there is a conflict between the engagement letter and these terms of business then the engagement letter takes precedence.

19 Investment services

- 19.1 Since we are not authorised by the Financial Conduct Authority, if during the provision of services to you, we identify that you may need advice on investments, pensions, mortgages or other financial services we may refer you to Thomas Westcott Financial Management Limited (a separate organisation wholly owned by this firm). Please see clause 10.3 of these terms of business in this regard. Thomas Westcott Financial Management Limited is an appointed representative of Investacc Limited which is authorised and regulated by the Financial Conduct Authority to provide investment business advice. However, as we are licensed by the Institute of Chartered Accountants in England and Wales, we may be able to provide certain investment services that are complementary to, or arise out of, the professional services we are providing to you.
- 19.2 In the unlikely event that we cannot meet our liabilities to you, you may be able to claim compensation under the Chartered Accountants' Compensation Scheme in respect of exempt regulated activities undertaken.

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

- 20.1 Unless agreed specifically in a separate engagement letter, we are not responsible for your compliance with the International Tax Compliance (United States of America) Regulations 2013, produced as a result of FATCA. In particular, we are not responsible for the categorisation of any UK entity into either a Financial Institution (FI) or an active or passive Non-Financial Foreign Entity (NFFE) nor, if a Financial Institution, for its registration with the US Internal Revenue Service (IRS) and subsequent submission of the required annual returns to HM Revenue & Customs.
- 20.2 However, if requested to do so we can provide advice on the completion of the forms supplied by Financial Institutions under these Regulations, or under Common Reporting Standards, and used by them to determine the status of an entity. We can also provide advice on setting up the appropriate systems to identify and report on your clients or beneficiaries who are foreign citizens affected by FATCA or Common Reporting Standards.