

The following terms of business apply to all engagements accepted by Moorgate Accountancy Ltd and Moorgate Accountancy Services 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 and/or Moorgate Accountancy Services 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 and Moorgate Accountancy Services 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, any written or verbal communication which tacitly or directly instructs us to perform services on your behalf, or your engagement with our provision of services, for example, by the sending of source information to us or the discussion of the content of the source information, or receipt of draft or final documents prepared by us for your review shall be deemed 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 unless specifically agreed in our EL. Any client monies will be held in a Client Deposit account with HSBC which does not form part of our assets.
- 6.2 For the avoidance of doubt, the following are not treated as client money:
- Monthly fees collected by direct debit, standing order or cheque
 - Fees paid in advance
 - Overpayments and duplicated fee payments

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

10.1 All fees, costs, hourly charges or any amounts whatsoever referred to in these terms are subject to Value Added Tax at the prevailing rate.

10.2 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).

10.3 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.

10.4 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.

10.5 Any fees paid to us are not refundable.

10.6 Monthly or periodically collected fees are to retain us for the services which we agree to provide as set out in the EL. Fees may be collected in arrears or advance of the provision of the services agreed to be performed in the EL or otherwise.

10.7 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.

10.8 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.

10.9 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 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.

11 Payment Terms

11.1 Our standard payment term is 21 days after the date of the invoice unless a different settlement date is stated on the invoice.

11.2 We may bill for services monthly, quarterly and annually in advance with your agreement.

11.3 Where clients are not billed in advance for services provided, invoices will be raised when Draft Documents are sent for client review. Draft Documents includes any document that requires your approval including

but not limited to accounts, tax return, VAT return, any other return to HMRC, Companies House, Charities Commission or any other regulator requiring such document, payroll calculation, report, company valuation or reference.

11.4 The date at which the client finally acknowledges completion of the work shall not delay the settlement of the invoice in accordance with these terms.

11.5 We reserve the right to charge interest on late paid invoices at the rate of up to 1.5% per month on outstanding balances not settled within 30 days of the invoice date and not less than the amount as specified 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.

11.6 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.

11.7 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.

11.8 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.

11.9 If a client company, trust or other entity is unable or unwilling to settle our fees we reserve the right to seek payment from the individual (or parent company) giving us instructions on behalf of the client and we shall be entitled to enforce any sums due against the Group Company or individual nominated to act for you.

12 Implementation

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

13 Internal disputes within a client

13.1 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.

13.2 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.

14 Investment advice (including insurance mediation services)

14.1 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.

15 Lien

15.1 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.

16 Intellectual property rights

16.1 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.

17 Introduction to other service providers

17.1 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.
- 17.2 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.
- 17.3 If asked, we will provide referrals to a "whole of market" Independent Financial Advisor ("IFA") from which we may be paid referral fees. We receive up to 25% of any fees paid to an IFA. We only deal with IFA's who take referral fees out of their usual fees to clients. Any such fees reflect the value to the IFA of our providing an introduction and for ad hoc ongoing communication between us and the IFA. You have the right to inform the IFA that you do not wish us to be paid a referral fee.
- 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 ("EL"), our work will begin when we receive explicit acceptance the EL or 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.
- 19.2 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.
- 19.3 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.
- 19.4 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.
- 19.5 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.
- 20 Disengagement and termination**
- 20.1 In the event that you decide you do not wish us to continue to provide services under these Terms at any time, you shall immediately inform us in writing of your wish to terminate.
- 20.2 If you terminate after you have been provided draft documents to review, the full fee agreed will be payable irrespective of the termination. If no fee was agreed prior to the engagement, you will be liable for work done at a rate of £115 (one hundred and fifteen pounds) per hour spent by staff working on the engagement (before termination) or such other amount that may be agreed by us in our absolute discretion taking into account all of the circumstances.
- 20.3 Should we resign or be requested to resign we will normally give you notice of any fees or other amount what is outstanding.
- 20.4 Our responsibility for the provision of any service ceases on the date of termination.
- 20.5 It is your responsibility to ensure that you respond promptly to our communications. Should we have no contact with you for a period of 6 weeks or more or if you do not respond to our communications within 1 week of a filing deadline for any accounts or tax or other return, we may issue to your last known address a disengagement communication and cease to act. In that event, we will not be responsible for any penalties, fines or late payment interest or any other sanction.
- 20.6 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.
- 20.7 Any outstanding amounts owed to us are required to be settled before disengagement or termination and if they are not settled we reserve our rights to enforce settlement by using any and all legal means.
- 21 Use of our address as Registered Office and/or Registered Directors' Service address**
- 21.1 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.
- 21.2 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.
- 21.3 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.
- 22 Reliance on advice and changes in the law**
- 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. 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.
- 22.2 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.
- 23 Retention of papers**
- 23.1 You have a legal responsibility to retain documents and records relevant to your financial affairs.
- 23.2 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:
- 23.3 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
- 23.4 Companies, Limited Liability Partnerships, and other corporate entities:
- 6 years from the end of the accounting period.
- 23.5 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.
- 23.6 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%.

24 Meetings

- 24.1 We reserve the right to hold any meeting requested by a client, prospective client or former client or their representatives at our registered office, Downsview House, 141-143 Station Road East, Oxted, Surrey, RH8 0QE during normal business hours.
- 24.2 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 £180 (one hundred and eighty pounds) per hour together with reimbursement for all travel related costs. We may waive such charges in our absolute discretion.

25 Statutory obligations

- 25.1 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.

26 Quality control

- 26.1 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.

27 Feedback and Complaints

- 27.1 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.

28 The Provision of Services Regulations 2009

- 28.1 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.

29 Changes to these Terms

- 29.1 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.