

TERMS AND CONDITIONS OF BUSINESS/ENGAGEMENT

1. This document sets out the services we will be providing to you and the basis on which we will be acting. It forms the basis of the contract between Garbetts Limited and yourself, but where appropriate it is amended by any specific agreements.
2. In the event of conflict the precedence for agreement between us is as follows:
 - i. (highest precedence) Any letter or email which is clearly intended to be a contractual agreement
 - ii. Any engagement letter or other service level agreement specific to you
 - iii. Any generic service description for our service packages
 - iv. This document

3. Within this document "You" refers to any client of Garbetts, being an individual, a partnership and/or its partners, a company and/or its directors or a charity and/or its trustees (the entity). In the case of a corporate entity, charity or LLP, the responsibility for preparing accounts and administering taxes is a personal one of the directors, trustees or partners hence this contract is jointly and severally with the directors, officers, trustees or partners as applicable rather than the entity itself.

For convenience we will invoice the entity on their behalf, save that if the entity defaults the directors, officers, trustees, partners will be liable. The signatories to this document for the client warrants that they have the authority of all other parties to enter into this agreement, and indemnifies Garbetts Limited on this basis.

4. This contract is not designed to prejudice your statutory or common law rights, nor does it bind you to using our services for any set length of time. This agreement can be terminated in writing by either party by way of letter to the latest address held, with no notice required. For the avoidance of doubt, contract terminations should be clearly marked as such.

This agreement is intended to operate under English Law. Any clause deemed unenforceable stands alone and does not render the rest of the agreement void.

5. Please read through the document and if you have any queries let us know. If not, please could you sign the "contents noted" line on the back of one of the copies and return this to us.

6. The practice

- a. "Garbetts" is the trading name of Garbetts Limited, registered in England number 2988424. The director of Garbetts Limited is Paul Garbett FCCA, company secretary Robert Garbett. The registered office is Arnold House, 2 New Road, Brading, Isle of Wight, PO36 0DT. Some professional services are provided by related companies, including Garbetts Group Limited, Garbetts Nominees Limited and Garbetts Consulting Limited. This agreement extends to services provided by those entities.
- b. Garbetts holds a practising certificate from the Chartered Association of Certified Accountants (ACCA), and also is a Registered Auditor under the Companies Act 1989.
- c. Garbetts is registered with the ACCA to undertake a range of investment business activities, but we normally only offer investment advice as an integral part of other professional services. However we have links with a number of independent financial advisors, and can introduce clients to them. You are entitled to receive information about any commissions received from third parties, and this under the terms of this agreement you consent to us retaining such commissions, for example from bankers or insurance providers.
- d. In order to keep our costs reasonable, some of our staff work with us on a sub contract or outsourced basis, either from our offices, their offices or from their home. We accept full responsibility for the work they carry out.
- e. We only offer advice on, and carry out services relating to, UK accounting and tax matters. We may offer general advice about overseas matters, but not jurisdiction specific advice.

7. Fees - Routine Services

- a. Our accountancy quotations are designed to include within one annual fee all the routine services which you are likely to need during the course of a year and builds in an allowance for ad hoc queries and advice so that we do not have charge for this separately. All quotations are ex vat.

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Arnold House 2 New Road Brading Isle of Wight PO36 0DT Telephone 01983 400350 Facsimile 01983 404016 E-Mail: office@garbetts.com www.garbetts.com

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b. Our quotations are fixed for two years, and are then subject to review in line with inflation. Obviously they will also be subject to review if there is a major change in the nature or size of your business or the services you require.

c. Unless agreed otherwise our quotation does not include:

- Regular weekly, monthly or quarterly bookkeeping.
- Preparation of VAT returns.
- Preparation of regular weekly or monthly payroll calculations for staff.
- Tax enquiries (including Self Assessment enquiries, VAT inspections and PAYE/NI inspections).
- Income confirmations for mortgage, borrowing or tenancy purposes.
- LEA grant forms, and similar applications.
- Applications for Tax Credits or similar benefits administered through the tax system.

We are, of course, happy to provide a quotation to encompass the above.

d. Annual invoices are normally raised on completion of the annual accounts, or for tax only clients, completion of the tax return. Where work has been started but cannot be completed due to a delay outside of our control, eg you not making papers available to finalise accounts, then we reserve the right to invoice part or all of the quoted fee.

e. Where services such as regular VAT returns, bookkeeping or payroll are provided we may invoice quarterly or monthly within the context of the annual fee agreement between us.

f. Invoices are due for payment within fourteen days of the invoice date, by cash, cheque or credit card and we reserve the right to charge interest on overdue accounts at the rate of 2% per month. Queries on invoices must be raised within fourteen days of the date of issue.

g. We prefer payments by standing order. Our fees are computed on an annual basis, however where payments are made by standing order each payment is deemed to be a stand alone contract for services during the month of payment.

For clients paying by standing order, an annual vat invoice is provided for the calendar year. Fee invoices covered by standing order are for accounting and control only.

If standing orders are unpaid or missed, and your account is in debit (money owed to us) we may make an administration charge of up to £10 per missed payment.

Where standing orders are cancelled, or two standing orders in a row are unpaid, any outstanding balance becomes payable in full.

h. In the event of credit terms being breached we may levy credit charges and interest in accordance with Late Payment of Commercial Debts (Interest) Act 1988 as amended by EC Directive 2000/35/EC.

i. At our discretion we may request payment in advance for work, or withhold aspects of completed work pending settlement of our fees.

j. No discount or refund is given for contracted services not used.

k. Very occasionally if presented with very poor quality information and records a previously quoted fixed fee may have to be withdrawn; if this is the case then you will be advised as soon as possible, and will be given the option of continuing to engage us on an hourly rate, or to terminate the engagement.

l. Where the contract between you and ourselves is cancelled by either party:

- a pro rata fee may apply from ourselves for the current financial year. This will not exceed the annual quoted fee on a pro rata basis.
- fees may be due for the previous financial year in respect of work in hand. These will not exceed the annual quoted fee.

Part year charging is based upon our valuation of work carried out at our normal charge rates, subject to the caps above. As well as specific accounts and tax return assignment, the valuation takes into account work flow management, ad hoc advice and general service overheads.

8. Fees - Non Routine and Non Fixed Price Services

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a. From time to time many businesses need some extra assistance, and non routine work of this nature is subject to a separate charge. Typical examples of non routine issues are:

- Buying or selling a business.
- Raising business or personal finance.
- Preparation of business plans or forecasts.
- Tax planning and mitigation strategies and strategic tax / financial planning
- Tax enquiries (including Self Assessment enquiries, VAT inspections and PAYE/NI inspections).
- Income confirmations for mortgage, borrowing or tenancy purposes.
- LEA grant forms, and similar applications.

We would stress that occasional telephone calls, requests for advice, etc, do not incur a separate charge -separate charges only arise where a significant amount of extra work is called for.

Where at all possible we will tell you if the work we are doing for you is outside of the quoted annual fee for routine services and therefore incurring extra charges, and where at all possible we will give you a quotation for the non routine work.

b. Our hourly rates for non routine work are currently (excluding VAT):

- £150 Principal/ director £400/£800 half day/full day)
- £100 Manager Grade staff
- £50 Senior technician grade staff
- £25 Junior technician grade staff

c. Invoices for non routine work are raised either on completion of the work or on a periodic basis and are due for payment within fourteen days by cash, cheque or credit card. We reserve the right to charge interest on overdue accounts at the rate of 2% per month. Queries on invoices must be raised within fourteen days of the date of issue. In the event of credit terms being breached we may levy credit charges and interest in accordance with Late Payment of Commercial Debts (Interest) Act 1988 as amended by EC Directive 2000/35/EC.

d. Where charges are covered by third parties, including insurers, the client remains responsible for settlement and observation of credit terms by the third party.

e. At our discretion we may request payment in advance for work, or withhold aspects of completed work pending settlement of our fees.

9. Responsibilities

a. Your Tax, VAT and NIC affairs are your responsibility; we act only as your agent. It is your responsibility to:

- i. maintain accurate records for accountancy, audit or taxation purposes;
- ii. consider the accuracy of accounts, tax returns or other documents which the practice prepares for you, before you sign them.
- iii. ensure that elections, forms, returns or accounts which are subject to a statutory time limit are made on time;
- iv. make sure we get copies or originals of all forms, assessments or other documents sent to you by HMRC or Companies House on which you wish us to advise or take action.

b. We will offer you as much assistance as possible in meeting the above. This will include, where possible and practical:

- i. giving you guidance on the records you need to keep and advising you of any significant errors or omissions which we discover;
- ii. ensuring that accounts, tax returns and other documents are an accurate reflection of the records and other information, written or verbal, which you have given us, and drawing to your attention any known uncertainties or errors;
- iii. ensuring that you are aware of relevant time limits and critical dates;

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- iv. ensuring that we process work you give us within the time scale necessary to meet relevant time limits provided that we have been given the necessary books and records within good time.
- c. If you are not VAT registered it is your responsibility to monitor the registration thresholds and contact us if you need to effect registration. Likewise if you use a vat scheme with a turnover limit it is your responsibility to monitor your continued eligibility for its use.
- d. We are not responsible for the detection of, or prevention of, fraud, theft or accidental losses within your business or personal affairs.

10. Preparation of Accounts

- a. We will prepare your accounts from your records, incorporating any other verbal or written information given. In preparing these accounts we will endeavour to identify and correct any material errors found in your records, and where appropriate advise you accordingly.
- b. We will draw your attention to any major deficiencies, errors or omissions which we discover in your records or accounting systems.
- c. It is your responsibility to maintain accurate and reliable accounting records for the purpose of our drawing up accounts.
- d. Unless specifically agreed we will not be responsible for maintaining or preparing a nominal ledger or Statutory Accounting Records under the Companies Act. Our own working papers do not constitute a nominal ledger or Statutory Accounting records.
- e. We will certify accounts with a non audit certification, confirming the work we have carried out on the accounts.
- f. For companies and charities, we will not file the accounts at Companies House or Charities Commission – this is your responsibility. For companies we will normally provide you with a set of abbreviated accounts which give the minimum disclosure for Companies House filing.

11. Tax compliance

- a. We will check and advise you of the correctness or otherwise of any assessments, computations, statements of tax liabilities, PAYE codings or demands for payment sent to you by HMRC provided, of course, that we have a copy of the relevant documentation.
- b. Under normal circumstances we automatically get sent copies of Self Assessment and Corporation Tax assessments raised by HMRC, but we do not get automatic copies of other HMRC assessments, including VAT, demands for payment, reminders or PAYE codings - these must therefore be forwarded to us if you require us to act upon them.
- c. Where requested we will prepare your business and/or personal tax returns as the engagement dictates, including, if requested between us spouse tax returns.
- d. We will prepare tax computations on your accounts, and will submit these to HMRC. In the case of Companies, these computations are submitted automatically after your accounts are sent to you for approval; in the case of individuals / partnerships these computations are sent with your Self Assessment return once you have approved it.
- e. Having prepared your accounts, tax returns or computations, if at all possible we will advise you of your approximate tax liabilities.
- f. The routine preparation of VAT returns and the calculation of PAYE/NIC liabilities are services which are only offered where they have been specifically quoted for. Annual directors only PAYE calculations can however be dealt with at your request as part of a basic business taxation service at no extra charge.
- g. Taxation services will normally cover the company and its directors (partnerships and their partners), but will not cover a director or partner where it is clear by either (i) express agreement or (ii) action that the director or partner wishes to make their own arrangements for taxation advice.
- h. We have your consent to make use of HMRC Electronic Filing opportunities where available.
- i. We require a Data Request form / questionnaire to be supplied to us for personal returns. Where this is not supplied we will endeavour to complete the form on information available, but accept no liability for omissions and inaccuracies.
- j. You must read through and returns we send you for approval and consider their accuracy and completes before signing them and authorising us to file them.

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12. Tax planning and mitigation, financial planning

- a. Where requested we will offer advice on Capital Gains Tax, Inheritance Tax and other capital taxes for either long term strategic planning or estate planning.
- b. Where requested we will offer advice on all Capital Gains Tax, Inheritance Tax, Income tax, Corporation Tax, NI and VAT for specific transactions.
- c. Our advice will be based on current law and practice, and we will highlight any known uncertainties or matters requiring clarification.
- d. We do not undertake to update our advice for subsequent changes in legislation, case law, practice or interpretation. If you require advice to be updated you must ask us to update the advice.
- e. Our advice is limited to taxation and financial matters. We do not offer advice on, not accept responsibility for, general legal or contractual matters.

13. Tax Enquiries

- a. Where engaged to represent you we will correspond with HMRC on your behalf and represent you at any formal interviews. We ask that you do not contact HMRC directly, as this can compromise our handling of the enquiry.
- b. We will copy all significant correspondence to you, and seek your approval on our proposed actions/responses as the enquiry progresses.
- c. If at any time you want to make voluntary disclosure of irregularities then you should advise us as soon as possible.
- d. We have three options for charging you:
 - i. Hourly rate in accordance with our charge rates for non routine / non fixed price work
 - ii. Fixed retainer, payable on a monthly basis by standing order until the end of the enquiry. The amount of the retainer is assessed according to our experience of your business and the likely costs of the enquiry. The retainer covers all of our staff time for correspondence, meetings and representation up to and including General Commissioners level. Representation in further appeals is not covered (unlikely in most cases).
 - iii. Insured - we recommend that all of our clients consider tax enquiry insurance. We have a suitable product available on request.

14. VAT returns and bookkeeping

- a. Where we are engaged to prepare vat returns and carry out basic bookkeeping we will do so from the records and information you provide to us. You retain responsibility for the completeness of this information.
- b. We accept responsibility for the accurate processing of the information given to us.
- c. The extent of our responsibilities and yours will be subject to specific agreement, between us.
- d. The specific output in terms of reports and returns will be subject to agreement between us.
- e. Where specifically agreed we will maintain, on your behalf, electronic records, and the electronic data will be your property. Where there is no specific agreement electronic data, including backup files, data files, programme files and passwords, are our property but you will be entitled to ask for transaction reports, audit trails and day books to be printed.
- f. Unless agreed to the contrary services are provided on a fixed fee, retainer basis, with no credit for unutilised services.

15. Payroll and CIS

- a. Our payroll service covers:
 - i. Provision of computer generated payslips.
 - ii. Provision of payroll summary for your records.
 - iii. Preparation of end of year returns P35/P14/P60
 - iv. Administration of monthly/quarterly remittances to HMRC.
 - v. Calculation and administration of SMP and SSP payments and recoveries. Other paperwork relating to SMP and SSP, eg medical certificates, requests for information from third parties are the responsibility of the client.

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- vi. Dealing with payroll deductions or additions to be made relating to Student Loans, Child Support, Court Orders or Working Families Tax Credit. The client is responsible for liaising with the relevant bodies and providing information to them as requested; our responsibility is solely to include the relevant items in the payroll.
- vii. HMRC queries relating to payroll deductions and calculation.
- b. Our payroll service does not cover:
 - i. Maintaining records of holiday or sickness absence.
 - ii. Matters related to contracts of employment or advice on employment law.
 - iii. HMRC queries on payroll matters other than deductions and calculations, eg benefits, minimum wage, working time directive.
 - iv. Site attendance for PAYE/NI compliance audits.
 - v. P11Ds (available by separate quotation for employees earning over £8,500 p.a.)
- c. Our CIS service covers:
 - i. Comprehensive service:
 - verification of new subcontractors
 - Monthly statements for the subcontractors (CIS voucher substitute)
 - Monthly return completion and submission
 - ii. Basic service
 - Monthly return completion and submission
- d. Our CIS service does not cover:
 - i. Maintenance of primary records (record keeping, payment schedules)
 - ii. Matters relating to contracts of engagement and status issues or advice
 - iii. HMRC queries on status matters
 - iv. Site attendance for CIS compliance audits.
- e. For all payroll and CIS matters we require notifications to us to be by email, fax or post. We will accept telephone instructions but do not accept responsibility for matters communicated by telephone.
- f. Unless agreed to the contrary services are provided on a fixed fee, retainer basis, with no credit for unutilised services.
- g. We do not advise on employment law, employment disputes or contracts of employment / service.

16. Charities

- a. We will not normally take responsibility for filing your accounts or annual return with the Charities Commission.
- b. We will not normally take responsibility for administration of Gift Aid and similar tax matters.

17. One off engagements and consultancy

- a. The scope of one off engagements and consultancy work will be agreed beforehand, along with the fee basis.
- b. Our advice is limited to taxation, financial, company law and general matters. We do not offer advice on, not accept responsibility for, general legal or contractual matters.
- c. For business sale and purchase transactions, we will only take responsibility for matters we have specifically agreed to advise on.

18. Company Secretarial

- a. When requested we will assist you with returns or documents to Companies House, although it is your responsibility to pay stamp duty, filing fees or other duty. We do not normally submit your annual return to Companies House due to the filing fee being due for payment by yourself; however we will normally be able to do so at no charge if you put us in funds for the filing fee prior to filing.

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- b. We are willing to allow our Brading address to be used as a registered office address for client companies. We will process or forward on to you any official post received; junk mail will however, at our discretion, be destroyed.

Registered Office facilities may be withdrawn in the event of Court Judgements, Bailiff visits or similar and are offered at our sole, revocable, discretion. When withdrawn we will change the registered office to the correspondence address we have on file for you. We have your implied authority to notify such a change to Companies House and third parties, and to release the address details we have on file for you.

- c. Where we are engaged to act in respect of a company formation, a separate fee applies and the following terms are imposed:
- i. officers from this practice or our agents (if engaged) will act as the first director/secretary of a company and transfer the appointments to your nominated officers on incorporation. This speeds up the formation process.
 - ii. We will not normally supply statutory records for a company (share register, minute book, company seal) – these are available at extra cost if required.
 - iii. A standard form of Memorandum and Articles of Association will be used.
- d. Unless specifically engaged to do so, our responsibilities do not extend to the maintenance of statutory records.
- e. Where we provide a Company Secretary in the form of Garbetts Nominees Limited, we act as nominee secretary only and do not take on the responsibilities outlined in this section.

19. Statutory Audit and Independent Examination

- a. The terms "audit" and "independent examination" have special meaning in terms of company and charity accounts,, Most companies, and many charities, are exempt from these requirements. Where a statutory audit or independent examination is required, a separate engagement letter will be necessary in respect of that service in a format set down by regulators. That engagement letter sits alongside, but does not supersede, this document.

20. Deadlines

- a. In order to meet filing deadlines, we require information from you no later than:
- 31 August after tax year end (5 April) for accounting papers for partnerships / sole traders
 - 4 months after year end for company / LLP accounting papers
 - 31 May after tax year end (5 April) for personal tax papers
 - 10th day of next month for VAT returns.
 - By agreement for payroll / CIS
- b. Where information is received late we will endeavour to complete returns on time but cannot guarantee this and accept no responsibility for late filing penalties. We may seek to agree with you a supplementary fee for prioritising work to achieve statutory deadlines, where you provide us with information late.

21. Contact details

- a. You are responsible for providing us with up to date postal, e-mail and telephone details.
- b. Any e-mail address used by you to correspond with us is deemed valid and confidential for reply purposes unless we are advised to the contrary.

22. Tax Credits

- a. Our fixed price services do not cover the preparation of tax credit claims or claims for similar benefits which are integrated with the tax system.

23. Limitation of liability

- a. Unless specifically agreed to the contrary Garbetts Limited will only be liable to you for advice in respect of:

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- i. Matters which have been specifically drawn to our attention; or
 - ii. Matters where we have specifically been asked to comment; or
 - iii. Matters where we have specifically advised you.
- b. Garbetts Limited will not be liable for failure to provide advice in respect of a matter which has not been drawn to our attention by yourself or where you have not sought our advice.
- c. Unless an extension has been agreed Garbetts Limited has a maximum liability to you equal to ten times the annual fees charged under this agreement, or ten times the fee charged for a specific piece of advice where a separate fee agreement exists.
- d. Where, on your request, we engage the services of specialists or third parties we do not accept liability for their work or advice.

24. Insurance

- a. We offer various insurance schemes for protection against tax enquiries and inspections. These insurance schemes are expressly offered on the basis of the policy conditions notified with the insurance, and are provided by the insurers concerned with Garbetts acting as introducer.
- b. In the event of any dispute concerning cover or claims, the insurers ruling is final.
- c. You will be liable for any excess under the insurance policy.
- d. Such insurance policies are not compulsory, but where not taken up, or where policy conditions are breached, you will be liable for any professional fees arising from matters which would otherwise have been covered by the insurance.

25. Ownership of papers

- a. Copies of correspondence with HMRC or tax returns prepared on your behalf belong to you. We will normally retain these copies on our files, but copies can be provided to you on request and at no charge (subject to c and d below)
- b. Working papers for accounts and returns, file notes and copies of our correspondence to you are our property and will not normally be released.

Our working papers do not constitute a nominal ledger nor do they qualify as Statutory Accounting information under the Companies Act.
- c. We archive files periodically, and a charge will be made for recovering papers from archive. By concession this charge may be waived for active clients. Where the client relationship is terminated files will normally be archived three months later, and a charge made for access after that date.
- d. We may levy a charge for providing copies of documents previously provided to you.
- e. On a change of accountant, subject to authority from yourself, which may be implied or express, we will
 - i. promptly release a copy of any trial balance, relevant lead schedules and breakdowns from the last completed accounts, and a copy of the last tax return / computations. This information will be provided without charge unless (c) or (d) above apply. Relevance of lead schedules and breakdowns to be released will be at our discretion, but will follow best professional practice and should be adequate for your new accountant to continue work for you.

We may withhold release of these papers if there are fees owed to us, pending payment of the balance outstanding.
 - ii. give consideration to supply of any further information requested, for which a charge may be levied.
- f. Where permitted by law Lien may be exercised on papers or records, including prime records belonging to you, for any fee balance due to us. The lien will be released promptly on payment.
- g. We have your consent to store papers electronically or manually, and to destroy manual backups of electronic paperwork.

26. Confidentiality

- a. We have an obligation to keep your affairs confidential.

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

- b. Correspondence between ourselves and yourselves, along with relevant schedules, should be kept confidential by yourself and not disclosed to third parties without our consent. You agree to indemnify us from any costs arising as a result of such disclosure in defending our selves or asserting our rights, such costs to include our own time at the charge rates quoted for non routine work.

This does not apply to documents which are clearly intended to be forwarded to third parties, eg tax returns and certified annual accounts.

- c. We have an implied authority to discuss your affairs with (i) any banker, lawyer or IFA acting for you (ii) any co director / partner / officer of your entity (iii) and your spouse. However we would not normally discuss personal information with an unrelated director / partner, nor business matters with a spouse not normally involved with the business.
- d. We have an implied authority to respond to any enquiry from a government department, law enforcement body, statutory agency or other legitimate third party where we have an obligation to do so at law, or where failure to do so may lead to a complaint against us.
- e. We will inform you if we become aware of any conflict of interest in our relationship with you, and seek to agree with you a procedure for managing any such conflict.

27. Complaints and disputes

- a. Any complaint about our services must, in the first instance, be put in writing to Mr Paul Garbett, Principal / MD of the practice., and clearly marked as a complaint.
- b. We will then investigate this complaint and report to you promptly. This investigation will normally be carried out by an independent staff member in the practice, who has not been involved with your affairs.
- c. Where a complaint cannot be agreed between us after investigation, you have the right to raise the matter with our regulator, and we will provide you with details on request as to how to do this. We will co-operate with our regulator in their investigation of the matter. You undertake to pay our costs, both external, eg legal fees, and internal at the charge rates quoted for non routine work, if the regulator does not uphold the complaint.

28. Credit terms

- a. Unless agreed otherwise, credit terms for invoices not being settled by standing order, including balances arising where a standing order arrangement is not honoured, are 14 days from invoice date or, in the case of a failed standing order, from demand.
- b. We reserve the right to charge interest on overdue accounts at the rate of 2% per month.
- c. Queries on invoices must be raised within fourteen days of the date of issue.
- d. In the event of credit terms being breached we may levy credit charges and interest in accordance with Late Payment of Commercial Debts (Interest) Act 1988 as amended by EC Directive 2000/35/EC
- e. Balances over 30 days old may be passed to our solicitors or to credit managers, and you agree to be liable for their charges and disbursements, including court costs, in addition to the principal sum and related interest / charges.
- f. As set out in clause 3 of this agreement, for corporate entities the directors or, where relevant, other officers, are responsible for settling the charges for a corporate body.

29. Data security and electronic systems

- a. We will take reasonable steps to ensure that data we hold about you electronically is kept securely. We will, however, not accept liability for any disclosure as a result of a physical or electronic security breach.
- b. Where you supply accounts data to us electronically we will hold this solely for the purposes of processing your accounts or taxes. You are responsible for maintaining and securing your own copies for business management and backup purposes.

TCB 2008 Amended 190210

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- c. Where we are engaged to input data on your systems, or to prepare data for input on your systems, including (i) transactions, (ii) year and adjustments (including running year ends), (iii) other adjustments, we will take appropriate care with regard to the accuracy of the input, however you must supervise the entries and satisfy yourself that they are correct, and raise any questions at the time of the input being undertaken or of amended data being provided electronically or manually. This reflects that the obligation to maintain accounting systems rests with the business and its controlling parties.
- d. Where we are contracted to provide accountancy, bookkeeping or vat preparation services using our own electronic systems then (c) above does not apply; we are responsible for the accuracy of data input, however you are responsible for checking accounts, returns and reports which we generate for you.
- e. Where we are contracted to provide accountancy, bookkeeping or vat preparation services using our own electronic systems then unless agreed otherwise the electronic data remains in our ownership, and we may impose stipulations on its release electronically. Paper copies will always be provided on request.

30. Miscellaneous

- a. We may from time to time hold money on your behalf. Such money will be held in trust in a client bank account, which is segregated from the firms funds.
- b. 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 and you wish to reply on that advice, you must ask for the advice to be confirmed in writing.
- c. We welcome the efficiency of communicating with clients by email and will take steps to ensure that any emails we send are virus free. However you are responsible for checking any emails, including attachments, from us for viruses. Email is an informal communication medium, and therefore the contents of an email to not constitute formal advice unless clearly stated to do so.
- d. Under UK law we have a responsibility to identify all clients and the sources of their assets for Anti Money Laundering purposes. We also have an obligation to report suspicious transactions. We will need you to co-operate with us in the provision of identification documentation, and in the provision of explanations about specific transactions or arrangements.

31. Updates to this document

- a. This document may be updated and changed by Garbetts Limited:
 - i. By 30 days notice being given on the terms of business section of our www site (www.garbetts.com/tcb).
 - ii. By immediate notice on our www site where circumstances dictate

We will endeavour to advise all clients of major changes to our terms of business.

- b. You can request a copy of the latest terms of business from our offices at any time.

Contents noted:

Signatory name: _____

Signature: _____

(companies, charities and partnerships):

Entity name: _____

In signing this document I confirm that I have the authority to bind the entity, its directors, trustees and partners in contract.

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*Garbetts Limited Chartered Certified Accountants and Registered Auditor Registered in England Number 2988424 Director: Paul R Garbett FCCA
Part of Garbetts Group Limited Registered in England Number 2886513 Directors: Paul R Garbett FCCA, Robert Garbett, Sandra Garbett BA (Hons) Law*