

1 TERMS AND CONDITIONS

1.1 Introduction

1.1.1 The following pages set out the terms and conditions under which we agree to act. These terms and conditions (as updated from time to time) form part of the letter of engagement between us. They should be considered in conjunction with the following documents provided to you, to which you have also agreed:

- i. The Scope
- ii. The individual Schedules of Services
- iii. The Privacy Notice
- iv. The Letter of Engagement

1.1.2 These terms and conditions shall remain in force unless and until they are replaced by updated terms and conditions.

1.2 Applicable Law

1.2.1 Our engagement with you and the provision of the services provided are governed by the law and practice of England & Wales. Accepting the letter of engagement and these terms confirms both of our agreements that the courts of England & Wales will have exclusive jurisdiction over any claim or dispute over any matter in respect of the engagement.

1.3 Professional Body

1.3.1 We are subject to regulation by Institute of Chartered Accountants in England and Wales (ICAEW).

1.3.2 The website of our professional body is www.icaew.com where you can find details of our firm in the register of members along with the code of ethics and the regulatory framework with which we are required to comply.

1.4 Client Money

1.4.1 Client money is money in any currency or form that we receive from a client or hold for a client which is not immediately due to us in accordance with our agreement. Fees paid in advance for agreed services to be provided are not client money and will not be required to offset these against our fees.

1.4.2 We operate a client bank account in accordance with the rules and requirements of our professional body ICAEW details of the specific requirements can be found at www.icaew.com

1.5 Investment Advice and Other Advisory Services

1.5.1 Investment business is regulated under the Financial Services and Markets Act 2000.

1.5.2 If during the provision of professional services to you, you need advice on investments, we may have to refer you to someone who is authorised by the Financial Conduct Authority as we are not authorised to give such advice. However, as we are licensed by the Institute of Chartered Accountant 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. 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.

1.5.3 We have various working associations with independent Professional Advisors e.g., Tax Consultants, and Independent Financial Advisors (IFA's) with specialisms in Life Assurances, General Insurances and Protection Products, Capital Allowances and Research and Development Specialists, and IFA's that offer Pensions, Investment advice and Planning.

- 1.5.4 In order for us to offer clients the best and most relevant and comprehensive financial advice, we will routinely seek advice from our Associates concerning a client's situation on a strictly confidential basis in financial areas where we are not qualified or permitted to provide.
- 1.5.5 When we are confident that a client would benefit from the potential advice available, we will seek to arrange an introduction between the Associate and client but only after the client's prior consent.
- 1.5.6 Our Professional Associations are strictly limited and monitored by us to only include those Professional contacts for whom we have a good and satisfactory knowledge of their Professional standing, financial expertise, and experience to provide clients with the most objective and best advice.

1.6 Commissions Received Excluding Investment Business Commissions

- 1.6.1 In some circumstances we may receive commissions or other financial benefits for introductions to other professionals or transactions we arrange for you.
- 1.6.2 Our time in dealing with other professionals or arranging transactions on your behalf will be offset against any commissions or fees received and you agree that we can retain any commissions or fees received above our professional time spent without being liable to account to you for any such amounts. Please be assured that where we may receive financial benefits, we ensure that clients are not in any way recharged for our commission or benefits by our Associates, over and above their normal charges and that they do not offer any reduction or refunds to our clients for their direct charges to you because we might choose to refuse to accept any referral benefits offered to us.
- 1.6.3 The following are examples of likely commissions that may be received from introductions. These are examples only, and may not cover all receipts in the future, but we will advise you when a commission will be payable.

Provided service	Type of firm paying commission	Basis/rate of commission	Frequency
R&D Services	R&D tax specialist	% of claim	one off
Capital Allowance Services	Capital allowance specialist	% of claim	one off
Financial Advisory Services	Independent Financial Advisor	% of Fee	one off
Insurance Protection	Financial Protection Broker	Introductory fee	one off

1.7 Data Protection

- 1.7.1 We will comply with the General Data Protection Regulations and the Data Protection Act 2018 as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2020 which merge the previous requirements of the Data Protection Act with the requirements of the General Data Protection Regulation ((EU) 2016/679) when dealing with your personal data.
- 1.7.2 GDPR provides that: Personal data only includes information relating to natural persons who:
 - i. can be identified or who are identifiable, directly from the information in question; or
 - ii. who can be indirectly identified from that information in combination with other information.
- 1.7.3 This will include but is not limited to a name, identification number, location data and an online identifier.
- 1.7.4 When providing accountancy services we will usually be acting as a controller under the regulations. We will be controllers as we will make decisions about processing activities when providing the agreed service to you.
- 1.7.5 We may act as a processor when providing certain services such as payroll. In this case you would be the controller and we would act on your instructions.
- 1.7.6 We ensure that we comply with the principles as set out in the GDPR (for more information see www.ico.org.uk) when collecting and processing data. These principles are:
 - i. Lawfulness, fairness and transparency

- ii. Purpose limitation
- iii. Data minimisation
- iv. Accuracy
- v. Storage limitation
- vi. Integrity and confidentiality
- vii. Accountability

1.7.7 In order to comply with these principles we will:

Provide you with a privacy notice which should be read in conjunction with the letter of engagement, schedules of services and these terms and conditions.

Ensure that the information that we collect and process is limited to that necessary for:

- i. Providing the agreed services
- ii. Complying with legal and regulatory obligations
- iii. Contacting you with details of other services (where consent has been given)
- iv. Other legitimate reasons necessary to protect against claims or disciplinary action.

1.7.8 In order to comply with the regulations of our professional body ICAEW our files may be subject to review by a professional body, regulator or another qualified third party to ensure our continued compliance with those regulations.

1.8 Anti-Money Laundering Compliance

1.8.1 We are supervised by the Institute of Chartered Accountants in England and Wales for anti-money laundering compliance. We are required to obtain information to identify and verify our clients. This may be done by requesting the information from you and/or by making searches of appropriate databases designed for the purpose.

1.8.2 We will not usually be able to start working for you until such time as this information is received.

1.9 Bribery Act 2010

1.9.1 In accordance with the requirements of the Bribery Act 2010 we have policies and procedures in place to prevent the business and staff from offering or receiving bribes.

1.10 Conflicts of Interest

1.10.1 Where there is a conflict of interest in our relationship with you or in our relationship with you and another client we will notify all parties and where possible apply appropriate, agreed safeguards to protect the interests of all parties.

1.10.2 Where suitable safeguards cannot be applied we may be unable to provide further services.

1.10.3 We reserve the right to act for other clients whose interests are not the same as or are adverse to yours, subject, of course, to the obligations of confidentiality referred to below.

1.11 Professional Indemnity Insurance

1.11.1 We are required by our professional body ICAEW to have professional indemnity insurance.

1.11.2 Our insurer is QBE European Operations, 30 Fenchurch Street, London, EC3M 3BD. The territorial coverage is Worldwide excluding USA & Canada.

1.12 Complaints

1.12.1 We aim to provide an excellent service at all times. However should you be dissatisfied in any way please contact Matt Jackson. This may be done by writing to 132a Bournemouth Road, Chandlers Ford, Eastleigh,

Hants, SO53 3AL, or by telephoning this office, or by emailing Matt Jackson at matthew.jackson@northoverco.co.uk.

- 1.12.2 We undertake to look into any complaint carefully and promptly and to take all reasonable measures to resolve the position to your satisfaction. If we do not deal with your complaint to your satisfaction you may take up the matter with our professional body ICAEW. At that point, if appropriate, we shall also provide you with details of an approved body that you may wish to contact with regard to a possible alternative dispute resolution process.
- 1.12.3 We are not licensed or authorised for the reserved legal activity of non-contentious probate. Consequently, any work we do for you on closely aligned activities, such as estate administration or inheritance tax advice, will not be covered by the ICAEW Probate Compensation Scheme, this service will not be covered by legal personal privilege and you will not have access to the Legal Ombudsman

1.13 Confidentiality

- 1.13.1 In accordance with our code of ethics all communication between us is confidential. Information will not be disclosed unless authorised by you (for a specific item or generally via the privacy notice) or where required by law or regulation.

1.14 Disengagement

- 1.14.1 When we cease to act for you a disengagement letter may be issued. This will ensure that our respective responsibilities are clear and agreed.
- 1.14.2 Should we be unable to contact you we may issue a disengagement letter to your last known address and cease to act.
- 1.14.3 Each of us may terminate this engagement by giving not less than 30 days notice in writing to the other party, except where you fail to cooperate with us or we have reason to believe that you have provided us or HMRC with misleading information, in which case we may terminate this engagement immediately.
- 1.14.4 Termination shall be without prejudice to any rights that may have accrued to either party prior to termination.
- 1.14.5 We shall also have the right to terminate this engagement and cease to work for you in the event that you fail to pay our invoices or if you fail to provide us with complete timely or accurate information to enable us to carry out the services we have agreed to perform for you.
- 1.14.6 In the event of termination of this engagement we will endeavour to agree with you the arrangements for completion of the work in progress at the time, unless we are required for legal or regulatory purposes to cease work immediately. In that event, we shall not be required to carry out further work and shall not be responsible or liable for any consequences arising from termination.
- 1.14.7 At the time of termination of this engagement (for whatever reason) we will invoice you for all work carried out to the point of termination (in so far as not already invoiced) at our normal hourly rates.
- 1.14.8 Our engagement with you will cease once we have completed all work that we have agreed to perform for you under this engagement.
- 1.14.9 Once our engagement with you has terminated or ceased (for whatever reason) we shall owe you no further duties to act for you or to advise beyond the date of termination or cessation of the engagement.

1.15 Communication

- 1.15.1 We will communicate with you and any agreed third party by a secure method as agreed.
- 1.15.2 If you have provided us with your email address, we shall accept that as your authorisation to communicate with you by email, unless you withdraw that authorisation. Where you have agreed to receive electronic communications you acknowledge:

- i. Although we take all reasonable care there is a risk of non-receipt, delays, misdirection or interception by a third party
- ii. Although we use up to date virus protection software to reduce the risk you are responsible for virus checking any emails and attachments
- iii. However careful parties are there is a risk associated with electronic communication which you accept in return for speed and efficiency.

1.15.3 In order to ensure that communication is effective you are required to notify us promptly of any change of postal or email address.

1.16 Fees, Payment Terms & Timetable

- 1.16.1 Unless a fixed fee has been agreed, we will provide you with an indication of fees based on standard hourly rates. Our fees are calculated on the basis of time spent on your affairs, level of skill and responsibility involved, the importance and value of the advice provided to you, and the level of risk. A current list of rates is available on request.
- 1.16.2 Unless agreed to the contrary, any estimate of our fees or a fixed fee quotation does not include any disbursements, or the costs of any third party, which shall be added to our invoices.
- 1.16.3 Where information is provided later than agreed in the key dates schedule an additional fee may be charged to ensure that the deadline for completion and submission of the information is met.
- 1.16.4 Any work to be carried out beyond that in a fixed fee quotation will be charged at our normal hourly rates, details of which are available on request. We reserve the right to increase our hourly rates at reasonable intervals (at least annually), without notice.
- 1.16.5 Where the quote for the work is dependent on the volume of transactions, for example employee numbers or number of invoices, a regular review will be undertaken for any changes and the fee will be updated accordingly.
- 1.16.6 Any fees quoted or estimated are stated exclusive of VAT, which shall be added to our invoices if and when VAT is chargeable.
- 1.16.7 We may request from you one or more payments on account of our fees and disbursements.
- 1.16.8 Invoices for our fees will be issued to you at appropriate intervals in accordance with the agreement and payment plan.
- 1.16.9 Our fees are due for payment within 14 days of the date of issue of the relevant invoice.
- 1.16.10 We may agree to spread payment of your fees by way of monthly payments – by standing order or direct debit – over a period of up to one year. Any monthly standing order or direct debit agreed between us will be calculated with the expectation that your payments will be sufficient to settle the invoiced amount upon completion of the assignment to which the standing order or direct debit relates. Where, during the course of an assignment, it becomes necessary to revise the estimate of fees, we shall explain the revised estimate to you in writing, and require you to amend the monthly standing order or direct debit accordingly.
- 1.16.11 In any situation where our fees are expected to be paid by a third party (eg by an insurance provider in relation to an HMRC investigation), until those fees have been paid in full, you shall remain liable for our fees.
- 1.16.12 We reserve the right to suspend or stop work on your affairs entirely where any fees due from you remain outstanding 14 days after the issue of the relevant invoice. We intend to exercise these rights only where it is reasonable and fair to do so.
- 1.16.13 We reserve the right to charge interest on all late payments. Where applicable this will be charged under the Late Payment of Commercial Debts (Interest) Act 1998.

- 1.16.14 In respect of a client that is not a natural person, where that client is unable or unwilling to settle our fees, or where fees are overdue (as described above), we shall seek payment from the natural person (or parent entity) who gave us instructions on the client's behalf, and we shall be entitled to enforce any fees due against them.
- 1.16.15 If you do not accept that an invoiced fee is fair and reasonable you must notify us within 30 days of receipt, failing which you will be deemed to have accepted that payment is due.
- 1.16.16 Our fees will usually be increased in accordance with annual inflation.

1.17 Lien

- 1.17.1 In so far as permitted to do so by law and professional guidelines, we reserve the right to exercise a lien over all funds, documents and records in our possession relating to all assignments undertaken for you until all outstanding fees and disbursements are paid in full.

1.18 Advice

- a. We will assist in implementing advice only where this has been agreed in writing.
- b. Advice given is valid at the time it is given. If you are implementing plans yourself at a later date you need to confirm that there have been no changes in any relevant facts or to laws and regulations that will impact on the validity of the advice.
- c. Advice given orally should not be relied upon unless confirmed in writing.
- d. Advice given by a non-principal should not be relied upon unless confirmed in writing by a principal.
- e. Any advice given is for the use of the addressee of the engagement letter only. We accept no responsibility to any party who is not a party to this agreement.
- f. Any advice given to you should not be passed to a third party without our express permission.
- g. Any advice can only be used for the purpose for which it is given.

1.19 Delivery of Our Services

- a. You agree to provide full and accurate information necessary for us to advise in relation to your affairs. We will rely on the information and documentation being true, correct and complete, and will not, (unless agreed otherwise in writing) audit the information or those documents. We are not responsible for any inaccuracies in the information provided to us by you or third parties, and our advice is based on that information.
- b. If we ask for information to be provided to us by a specific date, we shall not be responsible for any losses arising if you provide information after that date, for example, in relation to the completion of tax returns, even if you provide the information prior to the filing deadline for the return.
- c. We strongly recommend that you instruct us sufficiently in advance so that we have time to give properly considered advice prior to any deadline.
- d. If you delay in providing information to us, such that we are unable to provide the agreed services, we may seek to resign from the engagement.
- e. You authorise us to approach such third parties as may be appropriate for information that we consider necessary to perform the engagement.
- f. When dealing with HMRC on your behalf we are required to be honest and to take reasonable care to ensure that your returns are correct. To enable us to do this, you are required to be honest with us and to provide us with all necessary information in a timely manner. For more information about 'Your Charter' for your dealings with HMRC, visit

<https://www.gov.uk/government/publications/hmrc-charter> To the best of our abilities, we will ensure that HMRC meet their side of the Charter in their dealings with you.

- g. You confirm that we may contact HMRC to advise them of any errors that we consider to be material that we identify in your reported tax affairs without your prior written consent (although we will, of course, advise you of such action if we are legally able to).

1.20 Intellectual Property Rights

- 1.20.1 We will retain all copyright in any document we prepare for you unless the law specifically provides otherwise.

1.21 Internal Disputes

- 1.21.1 If the client is a business; if there is a dispute between the owners and/or managers of the business we will continue to communicate with the Nominated Individual but will copy in all persons whose email details have been provided to us.
- 1.21.2 If conflicting advice, instructions or information is received from different individuals at the client, we will refer all matters to the board of directors/partnership/LLP/spouses (as appropriate) and will take no further action until the client has confirmed the course of action to be taken as an entity.

1.22 Limitation of Liability

- 1.22.1 We will provide our services with reasonable care and skill. Our liability to you arising from the services, whether arising in contract, tort, breach of statutory duty or otherwise is limited to £1,350,000. We shall not be liable to you for any indirect or consequential loss including loss of profit, loss of goodwill, loss of business opportunity or loss of anticipated saving.
- 1.22.2 We will provide our services with reasonable care and skill. Our liability to you is limited to losses, damages, costs and expenses directly caused by our negligence or wilful default.

1.23 Exclusion of Liability Relating to Non-Disclosure or Misrepresentation Etc.

- 1.23.1 We will not be responsible or liable for any loss, damage or expense incurred or sustained if information material to the service we are providing is withheld or concealed from us or misrepresented to us. This applies equally to fraudulent acts, misrepresentation or wilful default on the part of any party to the transaction and their directors, officers, employees, agents or advisers.
- 1.23.2 This exclusion shall not apply where such misrepresentation, withholding or concealment is or should (in carrying out the procedures which we have agreed to perform with reasonable care and skill) have been evident to us without further enquiry beyond that which it would have been reasonable for us to have carried out in the circumstances.

1.24 Limitation of Third-Party Rights

- 1.24.1 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.

1.25 Exclusion of Liability for Loss Caused by Others

- 1.25.1 We will not be liable if losses, penalties, interest or additional tax liabilities are caused by the acts or omissions of any other person or due to the provision to us of incomplete, misleading or false information or if they are caused by a failure to act on our advice or a failure to provide us with relevant information.
- 1.25.2 In particular, where we refer you to another firm for advice on matters outside the remit of our engagement, even if connected or related to the engagement, who you then instruct directly, we accept no responsibility in relation to the work carried out by that firm and will not be liable for any losses caused by them.

1.26 Indemnity for Unauthorised Disclosure

- 1.26.1 You agree to indemnify us and our agents in respect of any claim, including but not limited to any claim for negligence, (such indemnity to extend to all liabilities, costs, expenses, damages and losses, including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and including payment at our usual rates for the time spent by us in defending it, and all and other reasonable professional and management costs and expenses) arising out of any unauthorised disclosure of our advice and opinions, whether in writing or otherwise.

1.27 Limitation of Aggregate Liability

- 1.27.1 The Engagement Letter specifies an aggregate limit of liability, and that sum shall be the maximum aggregate liability of this firm, company or LLP, its principals, partners, directors, members, subcontractors or members, agents, consultants and employees (and of any former principals, partners, directors, members, subcontractors agents, consultants and employees) to all persons to whom the Engagement Letter is addressed and also to any other person that we have agreed with you may rely on our work.
- 1.27.2 **You have agreed that you will not bring any claim of a kind that is included within the subject of the limit against any of our principals, partners, directors, members, subcontractors, agents, consultants, subcontractors or employees on a personal basis, or any former principals, partners, directors, members, agents, consultants, subcontractors or employees.**

1.28 Period of Engagement & Termination

- 1.28.1 The start date our responsibility for assignments commences will be as specified within the engagement letter.
- 1.28.2 Where no start date has been added in the key dates table or agreed in any other way, then the service will commence from the start date stated in the engagement letter or the date you sign and return it to us, whichever is the later. Except as stated in the engagement letter, we will not be responsible for periods prior to the start date.
- 1.28.3 When notice is given by either party the date that our responsibility for the service ends will be set out in the disengagement letter. (Please see 'Disengagement' above for more details).

1.29 Retention of Papers

- 1.29.1 We will return documents that belong to you when the assignment is complete unless specifically agreed with you. If we continue to hold records for you we will agree how they should be treated when we cease to act.

1.30 Agreed Further Services

- 1.30.1 We will carry out such further additional services beyond those listed in the Schedules as we may agree with you in writing. Such additional services will be subject to our usual hourly rates and the terms of this Engagement letter and terms and conditions. Any advice given under this clause may only be relied upon if confirmed by us in writing.