

STANDARD TERMS AND CONDITIONS OF BUSINESS

The following standard terms and conditions of business apply to all engagements accepted by TWP Accounting LLP. All work carried out is subject to these terms except where changes are expressly agreed in writing.

1 PROFESSIONAL RULES AND PRACTICE GUIDELINES

- 1.1 We will observe and act in accordance with the bye-laws, regulations and Code of Ethics of the Institute of Chartered Accountants in England and Wales (ICAEW) and accept instructions to act for you on this basis. In particular you give us authority to correct errors made by HM Revenue & Customs (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. We confirm that we are Statutory Auditors eligible to conduct audits under the Companies Act 2006. When conducting audit work we are required to comply with the Revised Ethical Standard 2016 and the International Standards on Auditing (UK) which can be accessed on the internet at www.frc.org.uk/auditors/audit-assurance/standards-and-guidance

2 APPLICABLE LAW

- 2.1 Our engagement letter, the schedules of services and our standard terms and conditions of business are governed by, and 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, schedules and the firm's standard terms and conditions and any matter arising from it on any basis. Each party irrevocably waives any right it may have to object to any action being brought in those courts, to claim that the action has been brought in an inappropriate forum, or to claim that those courts do not have jurisdiction.
- 2.2 We will not accept responsibility if you act on advice previously given by us without first confirming with us that the advice is still valid in the light of changes in the law or your circumstances. We will accept no liability for losses arising from changes in the law, or the interpretation thereof, that occur after the date on which the advice is given.

3 CLIENT IDENTIFICATION

- 3.1 As with other professional firms, we are required to implement due diligence procedures to identify our clients for the purposes of UK anti-money laundering legislation and maintain appropriate records of evidence to support our customer due diligence. We are likely to request from you, and retain, some information and documentation for these purposes and/or to make searches of appropriate databases. If we are not able to obtain satisfactory evidence of your identity within a reasonable time, there may be circumstances in which we are not able to proceed with the appointment.

4 OTHER SERVICES AND RELIANCE ON ADVICE

- 4.1 We will be pleased to assist you generally in tax matters if you advise us in good time of any proposed transactions and request advice. We would, however, warn you that because tax rules change frequently you must ask us to review any advice already given if a transaction is delayed, or if an apparently similar transaction is to be undertaken.
- 4.2 It is our policy to confirm in writing advice upon which you may wish to rely. 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 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.

5 INVESTMENT ADVICE – EXEMPT REGULATED ACTIVITIES

5.1 Although we are not authorised by the Financial Conduct Authority to conduct Investment Business, we are licensed by the ICAEW to provide certain limited investment services where these are complementary to, or arise out of, the professional services we are providing to you.

5.2 Such assistance may include the following:

- advising you on investments, generally, but not recommending a particular investment or type of investment;
- referring you to a Permitted Third Party (PTP) (an independent firm authorised by the Financial Conduct Authority (FCA)) and assisting you and the authorised third party during the course of any advice given by that party. This may include explanation of the advice received (but will not make alternative recommendations). The PTP will issue you with his own terms and conditions letter, will be remunerated separately for his services and will take full responsibility for compliance with the requirements of the Financial Services Markets Act 2000. The firm may receive commission from such an introduction, in which case you will be fully informed of the expected size and nature of the commission at the time of the introduction.
- advising on the sale of a contractually based investment other than disposing of any rights or interests which you may have as a member of a personal pension scheme;
- advising and assisting you in transactions concerning shares or other securities not quoted on a recognised stock exchange;
- managing investments or acting as trustee (or donee of a power of attorney) where decisions to invest are taken on the advice of an authorised person;

5.3 We may also, on the understanding that the shares or other securities of the company are not publicly traded:

- advise the company, existing or prospective shareholders in relation to exercising rights, taking benefits or share options, valuations and methods of such valuations;
- arrange any agreements in connection with the issue, sale or transfer of the company's shares or other securities;
- arrange for the issue of the new shares; and
- act as the addressee to receive confirmation of acceptance of offer documents etc.

INSURANCE MEDIATION ACTIVITIES

5.4 Although we are not authorised by the Financial Conduct Authority, we are included on the register maintained by the Financial Conduct Authority so that we might carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the ICAEW. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/register.

5.5 If you are dissatisfied in any way with our services described in this section, you should follow the procedures set out in the "Quality of Service" section below. 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.

6 COMMISSIONS OR OTHER BENEFITS

6.1 In some circumstances we may receive commissions or other benefits for introductions to other professionals or in respect of transactions which we arrange for you. Where this happens you will be notified in writing of the expected size and nature of such commission or benefits or the possibility that they may arise from the introduction and of the amount and

terms of payment and receipt of any such amounts. For referrals for general investment advice or to tax scheme providers, you agree that we can retain the commission or other benefits without being liable to account to you for any such amounts. For other referrals for regulated investment business, such as insurance, life products and pensions, we will seek to obtain your express written consent to retain these amounts unless you exercise your right to require us to remit the amounts of commission to you.

7 CLIENT MONEY

- 7.1 We may, from time to time, hold money on your behalf. The money will be held in trust in a client bank account, which is segregated from the firm's funds. The account will be operated, and all funds dealt with, in accordance with the Clients' Money Regulations of the ICAEW.
- 7.2 In order to avoid an excessive amount of administration, interest will only be paid to you where the amount of interest that would be earned on the balances held on your behalf earned on the balances held on your behalf in any calendar year exceeds £25. Any such interest would be calculated using the prevailing rate for small deposits subject to the minimum period of notice for withdrawals. Subject to any tax legislation, interest will be paid gross.
- 7.3 If the total sum of money held on your behalf exceeds £10,000 for a period of more than 30 days, or such sum is likely to be held for more than 30 days, then the money will be placed in a separate interest-bearing client bank account designated to you. All interest earned on such money will be paid to you. Subject to any tax legislation, interest will be paid gross.
- 7.4 We will return monies held on your behalf promptly as soon as there is no longer any reason to retain those funds. If any funds remain in our client account that are unclaimed and the client to whom they relate has remained untraced for five years or we as a firm cease to practise then we may pay those monies to a registered charity.

8 FEES AND PAYMENT TERMS

- 8.1 Our fees may depend not only on the time spent on your affairs by the partners and our staff and on the levels of skill and responsibility involved, but also the level of risk identified and any advice provided.
- 8.2 If we provide you with an estimate of our fees for any specific work, then the estimate will not be contractually binding unless we explicitly state that will be the case.
- 8.3 Where requested we may indicate a fixed fee for the provision of specific services or an indicative range of fees for a particular assignment. It is not our practice to identify fixed fees for more than a year ahead as such fee quotes need to be reviewed in the light of events. If it becomes apparent to us, due to unforeseen circumstances, that a fee quote is inadequate, we reserve the right to notify you of a revised figure or range and to seek your agreement thereto.
- 8.4 In some cases, you may be entitled to assistance with your professional fees, particularly in relation to any investigation into your tax affairs by HMRC. Assistance may be provided through the TWP Accounting LLP's tax fee protection scheme which has been set up in conjunction with Professional Fee Protection (PFP) or via membership of a professional or trade body. Other than where such insurance is arranged through us you will need to advise us of any such insurance cover you have. You will remain liable for our fees regardless of whether all or part are liable to be paid by your insurers.
- 8.5 It is our normal practice to request that clients make arrangements to pay a proportion of their fee on a monthly direct debit. These regular payments will be applied to fees arising from work agreed in the letter of engagement for the current and ensuing years and to periodically adjust the monthly payment by reference to actual billings.
- 8.6 Unless otherwise agreed, our fees will be billed at appropriate intervals during the course of the year and will be due on presentation. Our fees are exclusive of VAT which will be added

where it is chargeable. 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.

- 8.7 Unless otherwise agreed to the contrary our fees do not include the costs of any third party, counsel or other professional fees.
- 8.8 We reserve the right to charge interest on late paid invoices at the rate of 3% above bank base rates under the Late Payment of Commercial Debts (Interest) Act 1998. We also reserve the right to suspend our services or to cease to act for you on giving written notice if payment of any fees is unduly delayed. We intend to exercise these rights only where it is fair and reasonable to do so.
- 8.9 If you do not accept that an invoiced fee is fair and reasonable you must notify us within 21 days of receipt, failing which you will be deemed to have accepted that payment is due.
- 8.10 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.

9 LIEN

- 9.1 Insofar as we are permitted to do 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 outstanding fees and disbursements are paid in full.

10 IMPLEMENTATION AND INTERPRETATION

- 10.1 We will only assist with implementation of our advice if specifically instructed and agreed in writing.
- 10.2 If any provision of our engagement letter, schedules of services or terms of business is held to be void, that provision will be deemed not to form part of this contract. In the event of conflict between these terms of business and the engagement letter or schedules of services, the relevant provision in the engagement letter or schedules will take precedence.

11 INTELLECTUAL PROPERTY RIGHTS AND USE OF OUR NAME

- 11.1 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.
- 11.2 You are not permitted to use our name in any statement of document you may issue unless our prior written consent has been obtained. The only exception to this restriction would be statements or documents that, in accordance with applicable law, are to be made public.

12 INTERNAL DISPUTES WITHIN A CLIENT

- 12.1 If we become aware of a dispute between the parties who own the business, or who are in some way involved in its ownership and management, 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 registered office or normal place of business for attention of the directors/proprietors. If conflicting advice, information or instructions are received from different directors/principals in the business we will refer the matter back to the board of directors/the partnership or other governing body and take no further action until they have agreed the action to be taken.

13 LIMITATION OF LIABILITY

- 13.1 We will provide our services as agreed in our engagement letter 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.

- 13.2 You will not hold us 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, members or employees personally.
- 13.3 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.
- 13.4 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.
- 13.5 Where the engagement letter specifies an aggregate limit of liability, then that sum shall be the maximum aggregate liability of this LLP, its members, agents and employees to all persons to whom the engagement letter is addressed and also any other person that we have agreed with you may rely on our work. By signing the engagement letter you agree that you have given proper consideration to this limit and accept that it is reasonable in all the circumstances. If you do not wish to accept it you should contact us to discuss it before signing the engagement letter.

14 RETENTION OF PAPERS

- 14.1 You have a legal responsibility to retain documents and records relevant to your financial affairs. During the course of our work we may collect information from you and others relevant to your tax and financial affairs. Documents and records relevant to your tax affairs are required by law to be retained as follows:

Individuals, trustees and partnerships:

- with trading income 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;

Companies, Limited liability Partnerships and other corporate entities:

- 6 years from the end of the accounting period;

- 14.2 Although certain documents may legally belong to you, we may destroy correspondence and other papers that we store electronically or otherwise that are more than seven years old, except documents we think may be of continuing significance. You must tell us if you wish us to keep any document for any longer period.

15 CONFLICTS OF INTEREST

- 15.1 We will inform you if we become aware of any conflict of interest in our relationship with you or in our relationship with you and another client 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.
- 15.2 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. In resolving the conflict, we would be guided by ICAEW's Code of Ethics, which can be viewed at www.icaew.com/en/membership/regulations-standards-and-

[guidance/ethics](#) During and after our engagement, you agree that we reserve the right to act for other clients whose interests are or may compete with or be adverse to yours, subject, of course, to our obligations of confidentiality and the safeguards set out in the paragraph on confidentiality below.

16 CONFIDENTIALITY

- 16.1 Unless we are authorised by you to disclose information on your behalf, we confirm that if you give us confidential information we will, at all times keep it confidential, except as required by law, by our insurers, or as provided for in regulatory (including external peer reviews), ethical or other professional statements relevant to our engagement. This will apply during and after this engagement.
- 16.2 You agree that, if we act for other client who are or become your competitors, to comply with our duty of confidentiality it will be sufficient for use to take steps as we think appropriate to preserve the confidentiality of information given to us by you, both during and after this engagement. These may include taking the same of similar steps as we take in respect of our own information.
- 16.3 In addition, if we act for other clients whose interests are or may be adverse to yours, we will manage the conflict by implementing additional safeguards to preserve confidentiality. Safeguards may include measures such as separate teams, physical separation of teams, and separate arrangements for storage of, and access to, information.
- 16.4 You agree that the effective implementation of such steps or safeguards as described above will provide adequate measures to avoid any real risk of confidentiality being impaired.
- 16.5 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.
- 16.6 If we use external or cloud based systems, we will ensure confidentiality of your information is maintained.
- 16.7 We reserve the right, for the purposes of promotional activity, training or for other business purpose, to mention that you are a client. As stated above we will not disclose any confidential information.

17 QUALITY OF SERVICE

- 17.1 We are committed to providing you with a high quality service that is both efficient and effective. If, at any point you would like to discuss with us how our service to you could be improved, or if you are dissatisfied with the service you are receiving, please let us know by contacting the Managing Partner.
- 17.2 We agree to look into any complaint carefully and promptly and do all we can that is reasonable to explain the position to you. If we do not answer your complaint to your satisfaction you may of course take up the matter with our professional body, ICAEW.

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 we 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 advice, information or material produced as part of our work for your 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 THE PROVISION OF SERVICES REGULATIONS 2009

- 19.1 We are registered to carry on audit work in the UK by ICAEW. Details of our audit registration can be viewed at www.auditregister.org.uk under reference C001526182.
- 19.2 In accordance with our professional body rules, we are required to hold professional indemnity insurance. Details about our insurer and coverage can be found at www.twpaccounting.co.uk or at our offices. The territorial coverage is worldwide excluding professional business carried out from an office in the United States of America or Canada and excludes any action for a claim brought in any court in the United States or Canada.

20 ELECTRONIC COMMUNICATION AND OTHER COMMUNICATION

- 20.1 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.
- 20.2 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.
- 20.3 Any communication by us with you sent through the post or DX system is deemed to arrive at your postal address two working days after the day that the document was sent.

21 DATA PROTECTION

In the paragraphs [21A and 21B], the following definitions shall apply:

‘client personal data’ means any personal data provided to us by you, or on your behalf, for the purpose of providing our services to you, pursuant to our engagement letter with you;

‘data protection legislation’ means all applicable privacy and data protection legislation and regulations including PECR, the GDPR and any applicable national laws, regulations and secondary legislation in the UK relating to the processing of personal data and the privacy of electronic communications, as amended, replaced or updated from time to time;

‘controller’, ‘data subject’, ‘personal data’, and ‘process’ shall have the meanings given to them in the data protection legislation;

‘GDPR’ means the General Data Protection Regulation ((EU) 2016/679); and

‘PECR’ means the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003).

21A DATA PROTECTION – DATA CONTROLLER

- 21A.1 We shall each be considered an independent data controller in relation to the client personal data. Each of us will comply with all requirements and obligations applicable to us under the data protection legislation in respect of the client personal data.
- 21A.2 You shall only disclose client personal data to us where:
- you have provided the necessary information to the relevant data subjects regarding its use (and you may use or refer to our privacy policy available at <http://www.twpaccounting.co.uk/privacy-policy/> for this purpose;
 - you have a lawful basis upon which to do so, which, in the absence of any other lawful basis, shall be with the relevant data subject’s consent;

- you have complied with the necessary requirements under the data protection legislation to enable you to do so; and
- you indemnify us against us against any losses arising from your failure to provide the necessary information to the relevant data subjects.

21A.3 Should you require any further details regarding our treatment of personal data, please contact Andrew Goddon, partner of TWP Accounting LLP.

21A.4 We shall only process the client personal data:

- in order to provide our services to you and perform any other obligations in accordance with our engagement with you;
- in order to comply with our legal or regulatory obligations; and
- where it is necessary for the purposes of our legitimate interests and those interests are not overridden by the data subjects' own privacy rights. Our privacy policy (available at <http://www.twpaccounting.co.uk/privacy-policy/>) contains further details as to how we may process client personal data.

21A.5 For the purpose of providing our services to you, pursuant to our engagement letter, we may disclose the client personal data to our regulatory bodies or other third parties (for example, our professional advisors or service providers). The third parties to whom we disclose such personal data may be located outside of the European Economic Area (EEA). We will only transfer your personal data to companies which are recognised as providing an adequate level of protection or where we can be satisfied that alternative arrangements are in place to protect your privacy rights.

21A.6 We may disclose the client personal data to other third parties in the context of a possible sale, merger, restructuring or financing of or investment in our business. In this event we will take appropriate measures to ensure that the security of the client personal data continues to be ensured in accordance with data protection legislation. If a change happens to our business, then the new owners may use our client data in the same way as set out in these terms.

21A.7 We shall maintain commercially reasonable and appropriate security measures, including administrative, physical and technical safeguards, to protect against unauthorised or unlawful processing of the client personal data and against accidental loss or destruction of, or damage to, the client personal data.

21A.8 In respect of the client personal data, provided that we are legally permitted to do so, we shall promptly notify you in the event that:

- we receive a request, complaint or any adverse correspondence from or on behalf of a relevant data subject, to exercise their data subject rights under the data protection legislation or in respect of our processing of their personal data;
- we are served with an information, enforcement or assessment notice (or any similar notices), or receive any other material communication in respect of our processing of the client personal data from a supervisory authority as defined in the data protection legislation (for example in the UK, the Information Commissioner's Officer); or
- we reasonably believe that there has been any incident which resulted in the accidental or unauthorised access to, or destruction, loss, unauthorised disclosure or alteration of, the client personal data.

21A.9 Upon the reasonable request of the other, we shall each co-operate with the other and take such reasonable commercial steps or provide such information as is necessary to enable each of us to comply with the data protection legislation in respect of the services provided to you in accordance with our engagement letter with you in relation to those services.

21B DATA PROTECTION – DATA PROCESSOR

21B.1 We shall both comply with all applicable requirements of the data protection legislation. This clause 21B is in addition to, and does not relieve, remove or replace, either of our obligations under the data protection legislation.

21B.2 We both acknowledge that for the purposes of the data protection legislation, you are the data controller and we are the data processor. Our privacy policy (available at <http://www.twpaccounting.co.uk/privacy-policy/>) sets out the scope, nature and purpose of processing by us, the duration of the processing and the types of personal data and categories of data subject.

21B.3 In respect of the client personal data, unless otherwise required by applicable laws or other regulatory requirements, we shall:

- process the client personal data only in accordance with your lawful written instructions, in order to provide you with the services pursuant to our engagement with you and in accordance with applicable data protection legislation;
- disclose and transfer the client personal data to our regulatory bodies or other third parties (for example, our professional advisors or service providers) as and to the extent necessary in order to provide you with the services pursuant to our engagement with you in relation to those services;
- disclose the client personal data to courts, government agencies and other third parties as and to the extent required by law;
- maintain written records of our processing activities performed on your behalf which shall include: (i) the categories of processing activities performed; (ii) details of any on cross border data transfers outside of the European Economic Area (EEA); and (iii) a general description of security measures implemented in respect of the client personal data;
- maintain commercially reasonable and appropriate security measures, including administrative, physical and technical safeguards, to protect against unauthorised or unlawful processing of any client personal data and against accidental loss or destruction of, or damage to, such client personal data;
- return or delete all the client personal data upon the termination of the engagement with you pursuant to which we agreed to provide the services;
- ensure that only those personnel who reasonably require access to the client personal data are granted access to it and that all of the personnel authorised to process the client personal data are bound by a duty of confidentiality;
- only transfer your personal data to companies which are recognised as providing an adequate level of protection or where we can be satisfied that alternative arrangements are in place to protect your privacy rights;
- where we transfer the client personal data to a country or territory outside the EEA to do so in accordance with data protection legislation;
- notify you promptly if:
 - i. we receive a request, complaint or any adverse correspondence from or on behalf of a relevant data subject, to exercise their data subject rights under the data protection legislation or in respect of the client personal data; or
 - ii. we are served with an information or assessment notice, or receive any other material communication in respect of our processing of the client personal data from a supervisory body (for example, the Information Commissioner's Officer);
- notify you, without undue delay, in the event that we reasonably believe that there has been a personal data breach in respect of the client personal data;

- at your cost and upon receipt of your prior written notice, allow you, on an annual basis and/or in the event that we notify you of personal data breach in respect of the client personal data, reasonable access to the relevant records, files, computer or other communication systems, for the purposes of reviewing our compliance with the data protection laws.
- disclose the client personal data to courts, government agencies and other third parties as and to the extent required by law;

21B.4 Without prejudice to the generality of clause 21B.1, you will ensure that you have all necessary appropriate consents and notices in place to enable the lawful transfer of the client personal data to us.

21B.5 Should you require any further details regarding our treatment of personal data, please contact Andrew Goddon, partner of TWP Accounting LLP.

22 DISENGAGEMENT

22.1 If we resign or be requested to resign we will normally issue a disengagement letter to ensure that our respective responsibilities are clear. Should we have no contact with you for a period of a year or more we may issue to your last known address a disengagement letter and hence cease to act.

23 QUALITY CONTROL

23.1 As part of our ongoing commitment to providing a quality service, our files are periodically reviewed by an independent regulatory or quality control body for the purposes of our membership of the UK 200 Group and ICAEW. These reviewers are highly experienced and professional people and, of course, are bound by the same requirements of confidentiality as our principals and staff.

23.2 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 provide us with all the necessary information in a timely manner. For more information about 'Your Charter' for your dealings with HMRC, visit www.gov.uk/government/publications/your-charter. To the best of our abilities, we will ensure that HMRC meet their side of the Charter in their dealings with you.

24 PERIOD OF ENGAGEMENT AND TERMINATION

24.1 Unless otherwise agreed in our engagement letter, our work will begin when we receive implicit or explicit acceptance of that letter. Except as stated in that letter we will not be responsible for periods before that date.

24.2 Each of us may terminate our agreement in writing by giving not less than 21 days' notice in writing to the other party except where if 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 you may have accrued to either or us prior to the termination.

24.3 We reserve the right to terminate the engagement between us with immediate effect in the event of: your insolvency, bankruptcy or other arrangement being reached with creditor; an independence issue or change in the law which means we can no longer act; failure to pay our fees by due dates; or either party being in breach of their obligations if this is not corrected within 30 days of being asked to do so.

24.4 In the event of termination of our contract, we will endeavour to agree with you the arrangements for the completion of work in progress at that time, unless we are required for legal or regulatory reasons to cease work immediately. In that event, we will not be required to carry out further work and shall not be responsible or liable for any consequences arising from termination.