

Albert Goodman Standard Terms of Business

- Payroll Services Only

The following standard terms of business apply to all engagements accepted by Albert Goodman LLP or by Albert Goodman Lewis Limited (a wholly owned subsidiary of Albert Goodman LLP). All work carried out is subject to these terms except where changes are expressly agreed in writing.

1. Professional obligations

1.1 Details of the professional registrations for both Albert Goodman LLP and Albert Goodman Lewis Limited can be found at www.albertgoodman.co.uk

1.2 We will observe and act in accordance with the bye-laws and regulations of the Institute of Chartered Accountants in England and Wales (ICAEW) together with their ethical code and Professional Conduct in Relation to Taxation document. We 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 became aware of them. We will not be liable for any loss, damage or cost arising from our compliance with statutory or regulatory obligations.

1.3 In accordance with the disclosure requirements of the Provision of Services Regulations 2009, our professional indemnity insurer is Chubb European Group Plc, 100 Leadenhall Street, London, EC3A 3BP. The territorial coverage is worldwide.

2. Confidentiality

2.1 Where you give us confidential information we shall at all times keep it confidential, except as required by law or as provided for in regulatory, ethical or other professional statements applicable to this engagement.

2.2 We may, on occasions, subcontract work on your affairs to other tax or accounting professionals. The subcontractors will be bound by our client confidentiality terms.

3. Conflicts of interest and independence

3.1 We reserve the right to act during this engagement for other clients whose interests might compete with yours or are or may be adverse to yours. We will notify you immediately should we become aware of any conflict of interest to which we are subject in relation to you.

3.2 We have safeguards that can be implemented to protect the interest of different clients if a conflict arises. Where conflicts are identified which cannot be managed in a way that protects your interests then we will discuss with you but we may be unable to provide further services.

4. Investment services

4.1 Although we are not authorised by the Financial Conduct Authority (FCA) to conduct investment business, we are licensed by the ICAEW to provide certain investment services where these are complementary to, or arise out of, the professional services we are providing to you.

4.2 In particular, we may:

- Advise you on investments generally, but not recommend a particular investment or type of investment;
- Refer you to a Permitted Third Party (PTP) (an independent firm authorised by the FCA), assist you and the PTP during the course of any advice given by that party and comment on, or explain, the advice received (but not make alternative recommendations). The PTP will issue you with their own terms and conditions letter, will be remunerated separately for their services and will take full responsibility for compliance with the requirements of the Financial Services and Markets Act 2000;
- Advise you in connection with the disposal of an investment, other than your rights in a pension policy or scheme;
- Advise and assist you in transactions concerning shares or other securities not quoted on a recognised exchange;
- Assist you in making arrangements for transactions in investments in certain circumstances; and
- Manage investments or act as trustee (or donee of a power of attorney) where decisions to invest are taken on the advice of an authorised person.

In some cases the PTP will be Albert Goodman Financial Planning Limited (AGFP) who are authorised and regulated by the FCA to advise you on certain types of investments. AGFP is a separate limited company, controlled by Albert Goodman LLP. We will share your information with AGFP where a referral has taken place or where we consider this is in your best interests.

4.3 In respect of corporate clients 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 new shares; and
- Act as the addressee to receive confirmation of acceptance of offer documents etc.

4.4 In the unlikely event that we cannot meet our liabilities to you, you may be able to claim compensation under the Chartered Accountant's Compensation Scheme in respect of exempt regulated activities undertaken.

4.5 We are not authorised by the Financial Conduct Authority. However, we are included on the Register maintained by the Financial Conduct Authority so that we can 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

4.6 We are regulated by the Institute of Chartered Accountants in England and Wales to provide certain credit related services where these are complementary to or arise out of the professional services we are providing to you. Such services may include credit broking and entering into regulated credit agreements as a lender. If during the provision of professional services to you, you need advice beyond what we are permitted to do, we may refer you to someone who is authorised by the Financial Conduct Authority as we are not.

5. Cloud Accounting

5.1 Where the firm provides access to accounting software in the Cloud, or, the firm chooses to use software in the cloud in order to discharge its services to you, this will be provided by a third party (the 'Cloud Supplier'). We have confirmed that the third party complies with the Data Protection Act.

5.2 The service provided by the Cloud Supplier will be a discrete web based hosted facility, and you agree that access will also be provided to the firm and the third party.

5.3 The firm cannot be held liable for any interruption of service provided by the Cloud Supplier. However, we will liaise with them to help ensure that normal service is resumed as soon as possible.

6. Provision of probate-type services

6.1 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.

7. Commissions or other benefits

7.1 It is not our normal practice to accept commissions or other benefits from introductions to other professionals or transactions we arrange for you.

7.2 In the event that such a commission or benefit should potentially be available to us we undertake to advise you of the amount and terms of payment prior to the introduction or transaction being completed and to agree with you the basis which it will be dealt with and in particular how it will interact with any fees we may charge you for the work we are undertaking.

8. Client monies

8.1 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 our own funds. The account will be operated, and all funds dealt with, in accordance with the Clients' Money Regulations of the Institute of Chartered Accountants in England and Wales.

8.2 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 in any calendar year exceeds £25. Any such interest would be calculated using the prevailing rate applied by NatWest for small deposits subject to the minimum period of notice for withdrawals. Subject to any tax legislation, interest will be paid gross.

8.3 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.

8.4 In the unlikely event of us holding any unclaimed monies we reserve the right to pay such monies to a registered charity in line with the guidelines set out in the Client's Money Regulations referred to above. We will not do this unless we have been unable to contact you for at least five years and we have taken reasonable steps to trace you and return the money.

9. Fees

9.1 Our fees are computed on the basis of time spent on your affairs by our partners, directors and staff and on the levels of skill and responsibility involved. Disbursements represent travel, accommodation and other expenses incurred in dealing with your affairs. Unless otherwise agreed, we will charge our fees separately for each of the main classes of work completed, and we will bill them at appropriate intervals during the course of the year.

9.2 If it is necessary to carry out work outside the responsibilities outlined in our engagement letters it will involve additional fees. Accordingly we would like to point out that it is in your interest to ensure that your records etc. are provided to us in the format and standard agreed.

9.3 Unless covered by a standing order arrangement our fee notes are due for payment 30 days from date of issue.

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

9.5 In the event that we cease to act in relation to your affairs you agree to meet all reasonable costs of providing information to new advisers. In particular you agree to meet these costs where we are required by law to provide information to a successor adviser.

9.6 Insofar as we are permitted to so by law or by professional guidelines, we reserve the right to exercise a lien over all funds, documents and records in our possession relating to all engagements for you until all outstanding fees and disbursements are paid in full.

9.7 In the event that we cease to act in relation to your company's affairs you agree to meet all reasonable costs of providing information to the company's new advisers. In particular you agree to meet these costs where we are required by law to provide information to a successor firm.

10. Retention of and access to records

10.1 During the course of our work we will collect information from you and others acting on your behalf and will return any original documents to you following the completion of our work. You should retain these records for at least seven years from the end of the accounting period to which they relate. You should retain them for longer if HM Revenue & Customs enquire into your tax return.

10.2 Whilst certain documents may legally belong to you, we have ownership of any documents prepared by us in order to carry out our duties as auditor, accountant or tax advisor, including, but not exclusively, draft copies of financial statements, correspondence with third parties and working papers. We intend to destroy correspondence and other papers that we store which are more than seven years old, other than documents which we consider to be of continuing significance. If you require retention of any document you must notify us of that fact in writing.

11. Quality control

11.1 As part of our ongoing commitment to providing a quality service, our files are periodically subject to an independent regulatory or quality review. Our reviewers are highly experienced and professional people and are, of course, bound by the same requirements of confidentiality as our partners, directors and staff.

12. Help us to give you the right service

12.1 Our aim is to provide a high quality service to our clients that is prompt, efficient and pro-active.

12.2 If at any time you would like to discuss with us how our service to you could be improved, or if you are dissatisfied with the service you are receiving, please let us know, by telephoning or writing to the partner or director dealing with your affairs.

12.3 In order for us to provide you with a high quality service on an ongoing basis it is essential that you provide us with relevant records and information when requested, reply to correspondence in a timely manner and otherwise follow the terms of the agreement between us set out in this Standard Terms of Business and associated Engagement letters. We therefore reserve the right to cancel the engagement between us with immediate effect in the event of:

- Your insolvency, bankruptcy or other arrangement being reached with creditors;
- Failure to pay our fees by the due dates;
- Either party being in breach of their obligations where this is not corrected within 30 days of being asked to do so.

13. Complaints Procedure

13.1 As set out in Section 10, we aim to provide a high quality service to our clients. If at any time you are dissatisfied with the service you have received please contact the partner or director dealing with your affairs. We undertake to look into any complaint carefully and promptly, to do all we can to explain the position to you and to do everything reasonable to address your concerns.

13.2 If the individual dealing with your affairs is unable to resolve the matter to your satisfaction please contact our managing partner, Iain McVicar.

13.3 If the matter still cannot be resolved to your satisfaction you may of course take the matter up with the Institute of Chartered Accountants in England and Wales.

14. Applicable law

14.1 This engagement letter is governed by, and construed in accordance with English law. The Courts of England will have exclusive jurisdiction in relation to any claim, dispute or difference concerning this engagement letter and any matter arising from it. Each party irrevocably waives any right it may have to object to any action being brought in those courts, to claim that the action has been brought in an inappropriate forum, or to claim that those courts do not have jurisdiction.

14.2 If any provision in this Standard Terms of Business or any associated engagement letter, or its application, are found to be invalid, illegal or otherwise unenforceable in any respect, the validity, legality or enforceability of any other provisions shall not in any way be affected or impaired.

15. Changes in the Law

15.1 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 light of any change in the law or your circumstances.

15.2 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.

16. Internet and email communication

16.1 Unless you instruct us otherwise we may, where appropriate, communicate with you and with third parties via email or by other electronic means. However, internet communications are capable of data corruption and therefore we do not accept any responsibility for changes made to such communications after their despatch. It may therefore be inappropriate to rely on advice contained in an email without obtaining written confirmation of it. We do not accept responsibility for any errors or problems that may arise through the use of internet communication and all risks connected with sending commercially sensitive information relating to your business are borne by you. If you do not agree to accept this risk, you should notify us in writing that email is not an acceptable means of communication.

16.2 It is the responsibility of the recipient to carry out a virus check on any attachments received.

17. Data Protection

17.1 In this clause [17], 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 letter of engagement 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).

17.2 We shall both comply with all applicable requirements of the data protection legislation. This clause 17 is in addition to, and does not relieve, remove or replace, either of our obligations under the data protection legislation.

17.3 We both acknowledge that for the purposes of the data protection legislation, you are the data controller and we are the data processor. Our letter of engagement and attached schedule 1 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.

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

- a.** 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;
- b.** 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;
- c.** disclose the client personal data to courts, government agencies and other third parties as and to the extent required by law;
- d.** 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 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;
- e.** 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.
- f.** 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;
- g.** ensure that only those personnel who need to have 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;
- h.** notify you if we appoint a sub-processor (but only if you have given us your prior written consent, such consent not to be reasonably withheld or delayed) and ensure any agreement entered into with the relevant sub-processor includes similar terms as the terms set out in this clause [17];
- i.** where we transfer the client personal data to a country or territory outside the EEA to do so in accordance with data protection legislation;
- j.** 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);
- k.** 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;
- l.** 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.

17.5 Without prejudice to the generality of clause 17.2, 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.

17.6 Should you require any further details regarding our treatment of personal data, please contact our data protection point of contact.

18. Contracts (Rights of Third Parties) Act 1999

18.1 Persons who are not party to this agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the Act.

18.2 The advice that we give to you is for your sole use and is confidential to you and does not constitute advice to any third party to whom you may communicate it. We accept no responsibility to third parties for any aspect of our professional services or work that is made available to them.

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

19.1 In common with all accountancy and legal practices we are required by the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007 to:

- Maintain identification procedures for clients and beneficial owners of clients;
- Maintain records of identification evidence and the work undertaken for the client; and
- Report in accordance with the relevant legislation and regulations.

19.2 Under anti-money laundering legislation we are obliged to confirm the identity of individuals and companies and the beneficial owners of organisations and trusts before accepting new instructions, and to review this from time to time. To avoid the need to request detailed identity information from you, we may use approved external services which review publicly available information on companies and individuals. Our current procedures consist of a search with Experian for the purposes of verifying identity. To do so Experian may check details supplied against any particulars on any database (public or otherwise) to which they have access. They may also use details in the future to assist other companies for verification purposes. A record of the search will be retained and a footprint left on your credit file. This will not have a negative impact on your credit file and will show as an 'identity search'. Should these checks, for any reason, fail adequately to confirm identity and beneficial ownership, we may ask for further identification evidence. If you do not provide satisfactory evidence or information within a reasonable time, we may have to stop acting for you. In that event, you will be charged for any work we have already done.

19.3 The offence of money laundering is defined by S340(11) of the Proceeds of Crime Act and includes concealing, converting, using or possessing the benefits of any activity that constitutes a criminal offence in the UK. It also includes involvement in any arrangement that facilitates the acquisition, retention, use or control of such a benefit.

19.4 We are obliged by law to report any instances of money laundering to NCA without your knowledge or consent. In consequence, none of our partners, directors or staff may enter into any correspondence or discussions with you regarding such matters.

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

20. Foreign Account Tax Compliance Act (FATCA) and common reporting standards

20.1 Unless agreed specifically in a separate engagement letter, we are not responsible for your compliance with the International Tax Compliance (United States of America) Regulations 2013, produced as a result of FATCA. In particular, we are not responsible for the categorisation of any UK entity into either a Financial Institution (FI) or an active or passive Non-Financial Foreign Entity (NFFE) nor, if a Financial Institution, for its registration with the US Internal Revenue Service (IRS) and subsequent submission of the required annual returns to HM Revenue & Customs.

20.2 However, if requested to do so we can provide advice on the completion of the forms supplied by Financial Institutions under these Regulations, or under Common Reporting Standards, and used by them to determine the status of the entity. We can also provide advice on setting up the appropriate systems to identify and report on your clients or beneficiaries who are foreign citizens affected by FATCA or Common Reporting Standards.

21 General limitation of liability

21.1 Unless there is an explicit agreement in writing to the contrary, the advice that we give to you is for your sole use and does not constitute advice to any third party to whom you communicate it.

21.2 We will provide our professional services with reasonable care and skill and in accordance with applicable professional standards. We will re-perform any work that is not in compliance with this undertaking if it is brought to our attention within a reasonable time of work being performed. However, we will not be held responsible for any losses, penalties, surcharges, interest or additional tax liabilities arising from the supply by you or others of incorrect or incomplete information, or your or others' failure to supply any appropriate information or your failure to act on our advice or respond promptly to communications from us or other relevant authorities.

21.3 You will not hold us, our partners, directors or staff, responsible to the fullest extent permitted by law, for any loss suffered by you arising from any misrepresentation, whether 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, directors or staff on a personal basis.

21.4 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.

22. Use of our name in statements or documents issued by you

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

23. Internal disputes within a client

23.1 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 (unless we have agreed otherwise) 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 the parties, we will continue to supply information to the registered office for the attention of the directors. If conflicting advice, information or instructions are received from different directors in the business, we will refer the matter back to the board of directors and take no further action until the board has agreed the action to be taken. In certain cases we reserve the right to cease acting for the business entirely.

24. Draft / interim work or oral advice

24.1 In the course of providing services to you we may provide advice or reports or other work products in draft or interim form, or orally. However, final written work products will always prevail over any draft, interim or oral statements. Where you request it, we will provide you with written confirmation of matters stated orally.

25. Interpretation

25.1 If any provision of our engagement letter or terms of business is held to be void for whatever reason, then that provision will be deemed not to form part of this contract, and no other provisions will be affected or impaired in any way. In the event of any conflict between these terms of business and the engagement letter, the relevant provision in the engagement letter will take precedence.

26. PraxityTM

26.1 We are an independent accounting firm allowed to use the name PraxityTM in relation to our practice. We are not connected by ownership with any other firm using the name Praxity and we will be solely responsible for all work carried out by us on your behalf. In deciding to instruct us you acknowledge that we have not represented to you that any other firm using the name Praxity will in any way be responsible for the work that we do.

27. Disengagement

27.1 If we resign or are asked to resign, we will normally issue a disengagement letter to ensure that our respective responsibilities are clear.

Schedule 1

This Schedule includes certain details of the Processing of Customer Personal Data as required by Article 28(3) of the GDPR.

1. Subject matter and duration of the processing of client personal data

The subject matter and duration of the processing of the client personal data are set out in the letter of engagement between us.

2. The nature and purpose of the processing of client personal data

The nature of the processing is defined within the letter of engagement. The purpose of our processing is the fulfilment of this contract.

3. The types of client personal data to be processed

Personal Data

We will process the personal data which you will provide to us in order to conduct the agreed work as specified in the letter of engagement. We would anticipate this to be:

Full Name

Address

Date of Birth

Bank details

National Insurance Number

Tax code information

Earnings

Special Personal Data

We will only process any special personal data where you make it available to us and it is necessary for the performance of the letter of engagement. Where relevant we would only anticipate this being:

Trade Union Membership

Statutory Pay

4. The categories of data subject to whom the client personal data relates

We will hold data on your employees, and where we process CIS the relevant contractors, in order to execute the requirements of the letter of engagement.

5. Your obligations and rights

Your obligations and rights are set out in the letter of engagement between us.