

Mr James Dunstan
99 Duckpool Road
Newport
Gwent
NP19 7EP

8 January 2014

Dear James

Terms of Engagement and Standard Terms of Business

We are pleased to acknowledge your acceptance of TaxAssist Accountants as your appointed accountant and tax advisor.

We enclose two copies of our terms of engagement that set out the terms under which we agree to act and our standard terms of business.

Please read the contents carefully. Providing that they meet with your approval, I would be grateful if you could sign and date a copy of the enclosed letter and return it to me. The other copy is to be retained for your own records. If we are required to carry out any additional work for you in the future, we will send a further letter for you to sign outlining the additional services which will then apply to your circumstances.

In addition under the current money laundering legislation it is necessary for us to formally verify the addresses and the identifications of all directors and retain documentary proof on our files. We would therefore be grateful if you would kindly let us have sight of the following at our next meeting:

1. Proof of identity - such as passport or driving license
2. Proof of address - such as a recent utility bill or council tax bill

If you have any queries or would like to discuss any aspects of this letter and its enclosures, please do not hesitate to contact us.

Yours sincerely

A handwritten signature in blue ink, appearing to read "John Thomas".

John Thomas
TaxAssist Accountants

Terms of Engagement and Standard Terms of Business

Please sign and return this copy - Ref: DUN003

This sets out the basis on which we are to act, our respective responsibilities and our Standard Terms of Business.

Personal Tax**Recurring compliance work**

- We will prepare your self assessment tax returns together with any supplementary pages required from the information and explanations that you provide to us. After obtaining your approval and signature, we will submit your returns to HM Revenue & Customs (HMRC).
- We will calculate your income tax, national insurance contributions (NIC) and any capital gains tax liabilities and tell you how much you should pay and when. We will advise on the interest, penalty and surcharge implications if tax or NIC is paid late. We will also check HMRC's calculation of your tax and NIC liabilities and initiate repayment claims if tax or NIC has been overpaid.
- Other than as regards tax credits (see below) we will advise you as to possible tax return related claims and elections arising from information supplied by you. Where instructed by you, we will make such claims and elections in the form and manner required by HMRC.
- We will review PAYE notices of coding provided to us and advise accordingly.

Ad hoc and advisory work

- Where you have instructed us to do so, we will also provide such other taxation ad hoc and advisory services as may be agreed between us from time to time. These may be the subject of a separate engagement letter at our option. Where appropriate we will discuss and agree an additional fee for such work when it is commissioned by you. Examples of such work include:
 - Advising on ad hoc transactions, preparing additional supplementary pages to your tax return and calculating any related liabilities;
 - Dealing with any enquiry opened into your tax return by HMRC;
 - Preparing any amended returns which may be required and corresponding with HMRC as necessary; and
 - Advising on the rules relating to and assisting with VAT registration.
- Where specialist advice is required on occasions we may need to seek this from or refer you to appropriate specialists.

Tax Credits

- If we agree to advise you on tax credits we will issue a separate letter or schedule to cover this area. Tax credits are, in effect, a social security benefit. Your entitlement or otherwise will depend not only on your own circumstances but also those of your household and we would require all relevant information to advise in this regard.

Changes in the law

- We will not accept responsibility if you act on advice given by us on an earlier occasion without first confirming with us that the advice is still valid in the light of any change in the law or your circumstances.
- We will accept no liability for losses arising from changes in the law or the interpretation thereof that are first published after the date on which the advice is given.

Your responsibilities

- You are legally responsible for:
 - Ensuring that your self assessment tax returns are correct and complete;
 - Filing any returns by the due date; and
 - Making payment of tax on time.

Failure to do this may lead to automatic penalties, surcharges and/or interest.

Taxpayers who sign their returns cannot delegate this legal responsibility to others. You agree to check that returns that we have prepared for you are complete before you approve and sign them.

- To enable us to carry out our work you agree:
 - That all returns are to be made on the basis of full disclosure of all sources of income, charges, allowances and capital transactions;
 - To provide full information necessary for dealing with your affairs: we will rely on the information and documents being true, correct and complete and will not audit the information or those documents;
 - To authorise us to approach such third parties as may be appropriate for information that we consider necessary to deal with your affairs; and
 - To provide us with information in sufficient time for your tax return to be completed and submitted by the due date of 31 January following the end of the tax year.

In order that we can do this we need to receive all relevant information by 30 September. Where feasible we may agree to complete your return within a shorter period but may charge an additional fee for so doing

- You will keep us informed of material changes in your circumstances that could affect your tax liability. If you are unsure whether the change is material or not please let us know so that we can assess its significance.
- You will forward to us HMRC statements of account, copies of notices of assessment, letters and other communications received from HMRC in time to enable us to deal with them as may be necessary within the statutory time limits. Although HMRC have the authority to communicate with us when form 64-8 has been signed and submitted it is essential that you let us have copies of any correspondence received because HMRC are not obliged to send us copies of all communications issued to you.

Fee Protection Insurance

- We are able to offer fee protection insurance for certain services to cover the cost of our fees arising from HM Revenue & Customs investigations. If you would like further details of this service please let us know.

Agreement of Terms

- Our Services are supplied only on the terms set out in this document and the Standard Terms of Business below. We should be grateful if you would confirm your agreement to these terms by signing the enclosed letter and returning it to us. However, we shall be entitled to rely on your implied consent should you continue to instruct us or request we start work on the accounts.
- Once it has been agreed, this letter and the Standard Terms of Business below will remain effective until they are replaced.
- The following standard terms of business apply to all engagements accepted by TaxAssist Accountants. All work carried out is subject to these terms except where changes are expressly agreed in writing.

Standard Terms of Business**Professional Obligations**

- Communication between us is confidential and we shall take all reasonable steps to keep confidential your information except where we are required to disclose it by law, by regulatory bodies, by our insurers or as part of an external peer review. Unless we are authorised by you to disclose information on your behalf this undertaking will apply during and after this engagement.
- 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.
- We reserve the right, for the purpose of promotional activity, training or for other similar business purpose, to mention that you are a client. As stated above we will not disclose any confidential information.
- We reserve the right to act during this engagement for other clients whose interests 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.

Firm's Tax Planning Policy

- Although we will actively seek to minimise your tax liabilities wherever possible, we do not promote or advise on aggressive tax avoidance schemes. We are bound by our network's code of ethics which includes a requirement to uphold the reputation of our network and profession and not to participate in any scheme which could bring either into disrepute.

Investment Services

- We are not authorised by the Financial Services Authority to conduct Investment Business. If you require investment business services we will refer you to a firm authorised by the Financial Services Authority.

Commissions or Other Benefits

- Commissions or other benefits may sometimes become payable to us in respect of introductions to other professionals or transactions we arrange for you, in which case you will be notified in writing of the amount, the terms of payment and receipt of any such commissions or benefits. You consent to such commissions or other benefits being retained by us without our being liable to account to you for any such amounts. Moreover, you accept that fees otherwise payable by you are not to be reduced on account of any such commissions or benefits received by us.

Client Monies

- We may, from time to time, hold money on your behalf. Such money will be held in trust in a client bank account, which is segregated from the firm's funds. The account will be operated, and all funds dealt with, in accordance with current guidelines.
- 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 will be calculated using the prevailing rate applied by our bank for small deposits subject to the minimum period of notice for withdrawals. Subject to any tax legislation, interest will be paid gross.

- 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.
- We are required under the client money regulations to appoint an alternate to administer the client bank account in the event of the death or incapacity of the principal. The alternate appointed by this firm is TaxAssist Direct Limited Support Centre in Norwich.

Fees

- TaxAssist Accountants operate a fixed fee policy for a fixed scope of work for all clients. We hope that this offers our clients peace of mind and offers absolute clarity over the price you will be charged for the work we have outlined.
- Our fixed fee is determined by (amongst a number of factors), the standard of books and records that you keep and levels of skill and responsibility involved. This price will have been set prior to this letter of engagement for an agreed period.
- If it is necessary to carry out work outside the responsibilities outlined in this letter it will involve additional fees. Accordingly we would like to point out that it is in your interest to ensure that your records are completed to the agreed stage.
- 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.
- We reserve the right to increase our fees subject to prior notice by at least inflation on an annual basis.
- It is our normal practice to request that clients make arrangements to pay a proportion of their fee by direct debit. These direct debit payments will be applied to fees arising from work agreed in this letter of engagement for the current and ensuing years. Once we have been able to assess the amount of work and time involved we would be grateful if you would agree to pay an amount to us on a regular basis. If our engagement is terminated for any reason then these prepayments will be applied as set out in the Period of Engagement and termination section below.
- Our terms relating to payment of amounts invoiced and not covered by direct debits, where appropriate, are strictly 21 days net. We reserve the right to add an interest charge at a rate of 2% per month simple interest together with any solicitors and/or collection agents costs incurred on any bills remaining unpaid 21 days after presentation.
- We also reserve the right to suspend our services or 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.
- 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 insurance policies you hold or via membership of a professional or trade body. Other than where such insurance was arranged through us you will need to advise us of any such insurance cover that you have. You will remain liable for our fees regardless of whether all or part are liable to be paid by your insurers.

Finder's fee

- If one of our employees is offered and accepts a job by you during or within one year of leaving us we reserve the right to charge a finder's fee of 20% of the starting salary.

Retention of and Access to Records

- We will retain copyright in any document prepared by us during the course of carrying out the engagement save where the law specifically provides otherwise.
- 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 preparation of your financial statements and returns. You should retain these records for at least seven years from the end of the accounting year to which they relate.
- Whilst certain documents may legally belong to you, 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.
- We reserve the right to use subcontractors to prepare aspects of our work and you acknowledge that your books and records may not necessarily be stored or located at this office for the duration of the assignment.

Interpretation

- If any provision of this engagement letter or enclosed schedules is held to be void, then that provision will be deemed not to form part of this contract and the remainder of this agreement shall be interpreted as if such provision had never been inserted. In the event of any conflict between these terms of business and the engagement letter or appendices, the relevant provision in the engagement letter or schedules will take precedence.

Quality Control

- As part of our ongoing commitment to providing a quality service, our files are periodically subject to a quality review process. Our reviewers are highly experienced and professional people and are, of course, bound by the same requirements of confidentiality as our principals and staff.

Help Us to Give You the Right Service

- 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.
- We undertake to look into any complaint carefully and promptly and to do all we can to explain the position to you. If you feel that we have given you a less than satisfactory service, we undertake to do everything reasonable to address your concerns.

Applicable Law

- If you are based in England or Wales this engagement letter is governed by, and construed in accordance with English and Welsh law. The Courts of England and Wales 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.
- If you are based in Scotland then this engagement letter is governed by, and construed in accordance with Scottish law. The Courts of Scotland 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.
- If you are based in Northern Ireland then this engagement letter is governed by, and construed in accordance with Northern Irish law. The Courts of Northern Ireland 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.

Electronic Communications

- Unless you instruct 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.
- 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 e-mail 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 e-mail is not an acceptable means of communication.

Data Protection Act 1998

- We confirm that we will comply with the provisions of the Data Protection Act 1998 when processing personal data about you and your employees (where applicable) and your/their families (where applicable). In order to carry out the services of this engagement and for related purposes such as updating and enhancing our client records, analysis for management purposes and statutory returns, legal and regulatory compliance and crime prevention we may obtain, process, use and disclose personal data about you.
- Your Personal Data will typically include your name, address, details of your financial affairs and other information about you relevant to providing you with the services. We may also use your Personal Data for related purposes including updating and enhancing client records, analysis for management purposes and statutory returns, crime prevention and legal and regulatory compliance. We may also use your Personal Data for marketing purposes so that we can keep you up-to-date about issues relevant to our services and to provide you with information about our services.
- We may disclose your Personal Data to third parties so that we can provide the services to the high standards we consider appropriate. Such Third Parties may include banks, insurance companies, independent financial advisors, and any company to which we are under licence (including our franchisor.) We may disclose your Personal data to those that need the information such as Government Agencies, subcontractors and outsourcers and those we choose to such as independent financial advisors. Such parties may contact you with a list of the third parties on request. In signing this engagement letter, you agree that we may transfer your Personal Data outside the European Economic Area. You should be aware that if we do, we will ensure that the country or territory has adequate level of protection in relation to the processing of that personal data. Details of the companies and countries involved will be provided on request. Please refer to the Data Protection act 1998.
- You may have a right of access, under the Data Protection Act 1998, to copies of the Personal Data that we hold about you. You should contact us if you have any queries about data protection or about the Personal Data we hold about you.

Contracts (Rights of Third Parties) Act 1999

- 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 that Act.
- The advice that we give to you is for your sole use 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.

Money Laundering

- All Accountancy Service Providers (which includes tax advisers, bookkeepers, payroll bureau) must comply with onerous duties imposed by the Proceeds of Crime Act 2002, the Terrorism Act 2000 and the Money Laundering Regulations 2007 (the 'Anti Money Laundering Legislation'), which are intended to inhibit the activities of terrorists and other criminals by denying them access to technical expertise. If we fail to perform these duties, we risk imprisonment.
- Before we accept your instructions, we may need to obtain 'satisfactory evidence' to confirm your identity and we may use electronic verification for this purpose. We may also need to obtain such evidence after we have begun to act on your instructions. Although a record of our enquiry will be entered on your record it will not affect your credit history.
- In certain circumstances, we may also need to obtain evidence confirming the identities of third parties, the source of any funds or other property, the purpose of any instructions or any other matter.
- We assume that our clients are honest and law abiding. However, if at any time, there appear to be grounds to suspect (even if we do not actually suspect) that your instructions relate to 'criminal property' or indeed any fraudulent activity, we are obliged to make a report to the Serious Organised Crime Agency ('SOCA') but we are prohibited from telling you that we have done so.
- 'Criminal property' is property in any legal form, whether money, real property, rights or any benefit derived from criminal activity. It does not matter who carried out the criminal activity or how removed the property is from the original crime. Even if you are honest in your dealings, if your property represents a benefit from someone else's crime, we must still make a report.
- Activity is considered 'criminal' if it is a crime under UK law, no matter how trivial, and whether carried out in the UK or abroad.

Limitation of Liability

- 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 or fraud.
- Exclusion of liability for loss caused by others - We will not be liable if such losses, penalties, surcharges, 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.
- Exclusion of liability in relation to circumstances beyond our control - We will not be liable to you for any delay or failure to perform our obligations under this engagement letter if the delay or failure is caused by circumstances outside our reasonable control.
- Exclusion of liability relating to the discovery of fraud etc - 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. 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.
- Indemnity for unauthorised disclosure - You agree to indemnify us and our agents in respect of any claim (including any claim for negligence) arising out of any unauthorised disclosure by you or by any person for whom you are responsible of our advice and opinions, whether in writing or otherwise. This indemnity will extend to the cost of defending any such claim, including payment at our usual rates for the time that we spend in defending it. You have agreed that you will not bring any claim in connection with services provided to you by the firm against any of our employees on a personal basis.

Lien

- In so far 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 all outstanding fees and disbursements are paid in full.

Period of Engagement and Termination

- Unless otherwise agreed in the engagement covering letter our work will begin when we receive your implicit or explicit acceptance of that letter. Except as stated in that letter we will not be responsible for periods before that date.
- Each of us may terminate this agreement by giving not less than 21 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 Revenue & Customs with misleading information, in which case we may terminate this agreement immediately. Termination will be without prejudice to any rights that may have accrued to either of us prior to termination.
- Should we have no contact with you for a period of 1 year or more we may issue to your last known address a disengagement letter and thereafter cease to act.
- In the event of termination of this contract, we may at our discretion complete and charge for the fixed scope of work we have agreed subject to you paying the balance of the agreed fee unless we are required for legal or regulatory reasons to cease work immediately. If we choose not to complete the work and the prepayments we have received so far do not cover the amount of work we consider we have already carried out, then we may require you to pay such sum as we reasonably consider is fair by way of an administration charge. At our discretion, all prepayments we have received so far may be retained by us in order to cover our costs in dealing with your work.

Complaints

- We are committed to providing you with a high quality service that is both efficient and effective. However, should there be any cause for complaint in relation to any aspect of our service please contact John Thomas. We agree to look into any complaint carefully and promptly and do everything reasonable to put it right. If you are still not satisfied you can refer your complaint to our professional body, the ACCA.

Signature

I confirm that I have read and understood the contents of this Engagement Letter and Standard Terms of Business and agree that it accurately reflects the services that I have instructed you to provide.

Signed Mr James Dunstan

Dated

Terms of Engagement and Standard Terms of Business

Please keep this copy for your records - Ref: DUN003

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- It is our normal practice to request that clients make arrangements to pay a proportion of their fee by direct debit. These direct debit payments will be applied to fees arising from work agreed in this letter of engagement for the current and ensuing years. Once we have been able to assess the amount of work and time involved we would be grateful if you would agree to pay an amount to us on a regular basis. If our engagement is terminated for any reason then these prepayments will be applied as set out in the Period of Engagement and termination section below.
- Our terms relating to payment of amounts invoiced and not covered by direct debits, where appropriate, are strictly 21 days net. We reserve the right to add an interest charge at a rate of 2% per month simple interest together with any solicitors and/or collection agents costs incurred on any bills remaining unpaid 21 days after presentation.
- We also reserve the right to suspend our services or 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.
- 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 insurance policies you hold or via membership of a professional or trade body. Other than where such insurance was arranged through us you will need to advise us of any such insurance cover that you have. You will remain liable for our fees regardless of whether all or part are liable to be paid by your insurers.

Finder's fee

- If one of our employees is offered and accepts a job by you during or within one year of leaving us we reserve the right to charge a finder's fee of 20% of the starting salary.

Retention of and Access to Records

- We will retain copyright in any document prepared by us during the course of carrying out the engagement save where the law specifically provides otherwise.
- 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 preparation of your financial statements and returns. You should retain these records for at least seven years from the end of the accounting year to which they relate.
- Whilst certain documents may legally belong to you, 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.
- We reserve the right to use subcontractors to prepare aspects of our work and you acknowledge that your books and records may not necessarily be stored or located at this office for the duration of the assignment.

Interpretation

- If any provision of this engagement letter or enclosed schedules is held to be void, then that provision will be deemed not to form part of this contract and the remainder of this agreement shall be interpreted as if such provision had never been inserted. In the event of any conflict between these terms of business and the engagement letter or appendices, the relevant provision in the engagement letter or schedules will take precedence.

Quality Control

- As part of our ongoing commitment to providing a quality service, our files are periodically subject to a quality review process. Our reviewers are highly experienced and professional people and are, of course, bound by the same requirements of confidentiality as our principals and staff.

Help Us to Give You the Right Service

- 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.
- We undertake to look into any complaint carefully and promptly and to do all we can to explain the position to you. If you feel that we have given you a less than satisfactory service, we undertake to do everything reasonable to address your concerns.

Applicable Law

- If you are based in England or Wales this engagement letter is governed by, and construed in accordance with English and Welsh law. The Courts of England and Wales 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.
- If you are based in Scotland then this engagement letter is governed by, and construed in accordance with Scottish law. The Courts of Scotland 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.
- If you are based in Northern Ireland then this engagement letter is governed by, and construed in accordance with Northern Irish law. The Courts of Northern Ireland 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.

Electronic Communications

- Unless you instruct 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.
- 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 e-mail 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 e-mail is not an acceptable means of communication.

Data Protection Act 1998

- We confirm that we will comply with the provisions of the Data Protection Act 1998 when processing personal data about you and your employees (where applicable) and your/their families (where applicable). In order to carry out the services of this engagement and for related purposes such as updating and enhancing our client records, analysis for management purposes and statutory returns, legal and regulatory compliance and crime prevention we may obtain, process, use and disclose personal data about you.
- Your Personal Data will typically include your name, address, details of your financial affairs and other information about you relevant to providing you with the services. We may also use your Personal Data for related purposes including updating and enhancing client records, analysis for management purposes and statutory returns, crime prevention and legal and regulatory compliance. We may also use your Personal Data for marketing purposes so that we can keep you up-to-date about issues relevant to our services and to provide you with information about our services.
- We may disclose your Personal Data to third parties so that we can provide the services to the high standards we consider appropriate. Such Third Parties may include banks, insurance companies, independent financial advisors, and any company to which we are under licence (including our franchisor.) We may disclose your Personal data to those that need the information such as Government Agencies, subcontractors and outsourcers and those we choose to such as independent financial advisors. Such parties may contact you with a list of the third parties on request. In signing this engagement letter, you agree that we may transfer your Personal Data outside the European Economic Area. You should be aware that if we do, we will ensure that the country or territory has adequate level of protection in relation to the processing of that personal data. Details of the companies and countries involved will be provided on request. Please refer to the Data Protection act 1998.
- You may have a right of access, under the Data Protection Act 1998, to copies of the Personal Data that we hold about you. You should contact us if you have any queries about data protection or about the Personal Data we hold about you.

Contracts (Rights of Third Parties) Act 1999

- 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 that Act.
- The advice that we give to you is for your sole use 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.

Money Laundering

- All Accountancy Service Providers (which includes tax advisers, bookkeepers, payroll bureau) must comply with onerous duties imposed by the Proceeds of Crime Act 2002, the Terrorism Act 2000 and the Money Laundering Regulations 2007 (the 'Anti Money Laundering Legislation'), which are intended to inhibit the activities of terrorists and other criminals by denying them access to technical expertise. If we fail to perform these duties, we risk imprisonment.
- Before we accept your instructions, we may need to obtain 'satisfactory evidence' to confirm your identity and we may use electronic verification for this purpose. We may also need to obtain such evidence after we have begun to act on your instructions. Although a record of our enquiry will be entered on your record it will not affect your credit history.
- In certain circumstances, we may also need to obtain evidence confirming the identities of third parties, the source of any funds or other property, the purpose of any instructions or any other matter.
- We assume that our clients are honest and law abiding. However, if at any time, there appear to be grounds to suspect (even if we do not actually suspect) that your instructions relate to 'criminal property' or indeed any fraudulent activity, we are obliged to make a report to the Serious Organised Crime Agency ('SOCA') but we are prohibited from telling you that we have done so.
- 'Criminal property' is property in any legal form, whether money, real property, rights or any benefit derived from criminal activity. It does not matter who carried out the criminal activity or how removed the property is from the original crime. Even if you are honest in your dealings, if your property represents a benefit from someone else's crime, we must still make a report.
- Activity is considered 'criminal' if it is a crime under UK law, no matter how trivial, and whether carried out in the UK or abroad.

Limitation of Liability

- 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 or fraud.
- Exclusion of liability for loss caused by others - We will not be liable if such losses, penalties, surcharges, 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.
- Exclusion of liability in relation to circumstances beyond our control - We will not be liable to you for any delay or failure to perform our obligations under this engagement letter if the delay or failure is caused by circumstances outside our reasonable control.
- Exclusion of liability relating to the discovery of fraud etc - 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. 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.
- Indemnity for unauthorised disclosure - You agree to indemnify us and our agents in respect of any claim (including any claim for negligence) arising out of any unauthorised disclosure by you or by any person for whom you are responsible of our advice and opinions, whether in writing or otherwise. This indemnity will extend to the cost of defending any such claim, including payment at our usual rates for the time that we spend in defending it. You have agreed that you will not bring any claim in connection with services provided to you by the firm against any of our employees on a personal basis.

Lien

- In so far 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 all outstanding fees and disbursements are paid in full.

Period of Engagement and Termination

- Unless otherwise agreed in the engagement covering letter our work will begin when we receive your implicit or explicit acceptance of that letter. Except as stated in that letter we will not be responsible for periods before that date.
- Each of us may terminate this agreement by giving not less than 21 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 Revenue & Customs with misleading information, in which case we may terminate this agreement immediately. Termination will be without prejudice to any rights that may have accrued to either of us prior to termination.
- Should we have no contact with you for a period of 1 year or more we may issue to your last known address a disengagement letter and thereafter cease to act.
- In the event of termination of this contract, we may at our discretion complete and charge for the fixed scope of work we have agreed subject to you paying the balance of the agreed fee unless we are required for legal or regulatory reasons to cease work immediately. If we choose not to complete the work and the prepayments we have received so far do not cover the amount of work we consider we have already carried out, then we may require you to pay such sum as we reasonably consider is fair by way of an administration charge. At our discretion, all prepayments we have received so far may be retained by us in order to cover our costs in dealing with your work.

Complaints

- We are committed to providing you with a high quality service that is both efficient and effective. However, should there be any cause for complaint in relation to any aspect of our service please contact John Thomas. We agree to look into any complaint carefully and promptly and do everything reasonable to put it right. If you are still not satisfied you can refer your complaint to our professional body, the ACCA.

Signature

I confirm that I have read and understood the contents of this Engagement Letter and Standard Terms of Business and agree that it accurately reflects the services that I have instructed you to provide.

Signed Mr James Dunstan

Dated