

Landin Wilcock & Co

Standard Terms of Business

The following standard terms of business apply to all engagements accepted by Landin Wilcock & Co. All work carried out is subject to these terms except where changes are expressly agreed in writing.

These standard terms of business are applicable to all types of entities (e.g. companies, LLPs, charities, friendly societies, academies, pension schemes, etc). Any reference therefore to 'director' or 'company' should be interpreted as appropriate for the entity (e.g. partner, trustee, governor, charity, LLP, etc).

1. Professional obligations

- 1.1. As required by the Provision of Services Regulations 2009 (SI 2009/2999), details of the firm's professional registrations, including audit registration where applicable, can be found on our website address www.landin-wilcock.co.uk.
- 1.2. We will observe and act in accordance with the bye-laws and regulations of our professional body, the Institute of Chartered Accountants in England and Wales (ICAEW) together with their code of ethics. We accept instructions to act for you on this basis. In particular, you give us authority to correct errors made by HM Revenue and Customs 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.

Professional indemnity insurance

- 1.3. In accordance with the disclosure requirements of the Provision of Services Regulations 2009 (SI 2009/2999), our professional indemnity insurer is **AIG UK Limited**. 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 of America or Canada.

2. Investment services

- 2.1. Since we are not authorised by the Financial Conduct Authority (FCA) to conduct investment business, we will be pleased to introduce you to a Permitted Third Party (PTP) who is authorised if you need advice on investments. However, as we are licensed by our professional body, we may be able to provide certain investment services that are complementary to, or arise out of, the professional services we are providing to you.
- 2.2. Such advice may include:
 - advise you on investments generally, but not recommend a particular investment or type of investment;
 - refer you to a 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 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 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.
- 2.3. For 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.
- 2.4. 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.
- 2.5. In relation to the conduct of insurance distribution activities, we are an ancillary insurance intermediary. Where the firm is providing insurance distribution services (including fee protection), 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 distribution 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 our professional body (see **Key Facts**). The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/register.

Financial Promotions

- 2.6. To enable us to provide you with a proper service, there may be occasions where we will need to contact you without your express permission concerning investment business matters. For example, it may be in your interests to sell a particular investment and we would wish to inform you of this. We may therefore contact you in such circumstances, but would only do so in our normal office hours. We shall of course comply with any restrictions you may wish to impose which you notify to us in writing.

3. Commissions or other benefits

- 3.1. In some circumstances, commissions or other benefits may become payable to us or to one of our associates in respect of transactions we or such associates arrange for you.
- 3.2. If this happens, we will notify you in writing of the amount and terms of payment and receipt of any such commissions or benefits. The fees that would otherwise be payable by you as described above will not be abated by such amounts. You consent to such commission or other benefits being retained by us or, as the case may be, by our associates, without our, or their, being liable to account to you for any such amounts.

4. Client monies

- 4.1. 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 the firm's 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.
- 4.2. 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 the Bank of England for small deposits subject to the minimum period of notice for withdrawals. Subject to any tax legislation, interest will be paid gross.
- 4.3. If the total sum of money held on your behalf is enough to give rise to a significant amount of interest or is likely to do so, 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.
- 4.4. We will return monies held on your behalf promptly as soon as there is no longer any reason to retain those funds.
- 4.5. 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 Clients' 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 monies.

5. Fees

- 5.1. Our fees are computed on the basis of time spent on your affairs by the principals and our staff, including sub-contractors or consultants where necessary, and on the levels of skill and responsibility involved. Disbursements represent travel, accommodation and other expenses incurred in dealing with your affairs.
- 5.2. If it is necessary to carry out work outside the responsibilities agreed with you for each service, we will advise you in advance. Any additional work will involve additional fees. Accordingly, we would like to point out that it is in your interests to ensure that your records etc are completed to the agreed stage.
- 5.3. Generally, unless otherwise agreed, invoices will be issued at appropriate intervals during the course of a year and become due for payment within **28 days**. We reserve the right to charge interest on overdue accounts at the rate under the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.4. We reserve the right to terminate our engagement and cease acting if payment of any fees billed is unduly delayed.
- 5.5. We accept settlement of fees by Mastercard and Visa.
- 5.6. For companies, as directors you guarantee to pay personally any fees (including disbursements) for services provided to the company that the company is unable to pay. This clause shall become effective in the event of a receiver or liquidator being appointed to the company or the company otherwise being wound-up.

- 5.7 In so far 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 engagement for you until all outstanding fees and disbursements are paid in full.
- 5.8. 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.
- 5.9. In the event that this firm ceases to act in relation to your company's affairs you agree to meet all reasonable costs for 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.

6. Retention of and access to records

- 6.1. 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 preparation and audit of your financial statements and returns if requested. You should retain these records for 6 years from the 31 January following the end of the tax year to which they relate. You should retain them for longer if H M Revenue and Customs enquire into your tax return.
- 6.2. Whilst certain documents may legally belong to you, unless you tell us not to, we intend to destroy correspondence and other papers that we store which are more than 7 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.

7. Conflicts of interest and independence

- 7.1. We reserve the right during our engagement with you to deliver services to other clients whose interests might compete with yours or are or may be adverse to yours, subject to clause 8 below. We confirm that we will notify you immediately should we become aware of any conflict of interest involving us and affecting you 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.
- 7.2. 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 paragraphs on confidentiality below.

8. Confidentiality

- 8.1. We confirm that 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 relevant to our engagement.
- 8.2. You agree that, if we act for other clients who are or who become your competitors, to comply with our duty of confidentiality it will be sufficient for us to take such steps as we think appropriate to preserve confidentiality of information given to us by you, both during and after this engagement. These may include

taking the same or similar steps as we take in respect of the confidentiality of our own information.

- 8.3. In addition, if we act for other clients whose interests are or may be adverse to you, we will manage the conflict by implanting additional safeguards to preserve confidentiality. Safeguards may include measures such as separate terms, physical separation of teams, and separate arrangements for storage of, and access to, information.
- 8.4. 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.
- 8.5. 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. You may additionally need to consider your data protection responsibilities.
- 8.6. We will inform you of the proposed use of a subcontractor before they commence work, except where your data will not be transferred out of our systems and the subcontractor is bound by the confidentiality terms equivalent to an employee.
- 8.7. If we use external or cloud based systems, we will ensure confidentiality of your information is maintained.
- 8.8. This clause applies in addition to our obligations as to data protection below.

9. Quality control

- 9.1. 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 principals and staff.
- 9.2. When dealing with H M Revenue and Customs on your behalf we are required to be honest and to take reasonable care to ensure that your returns are correct. To enable us to do this, you are required to be honest with us and to provide us with all necessary information in a timely manner. For more information about "Your Charter" for your dealings with H M Revenue and Customs, see www.hmrc.gov.uk/charter/index.htm. To the best of our abilities, we will ensure that H M Revenue and Customs meet their side of the Charter in their dealings with you.
- 9.3. We will take account of the steps and checks suggested by H M Revenue and Customs in their "Agent Toolkits". While use of the Toolkits is voluntary, we will ensure that our quality control procedures match or enhance the suggestions in the Toolkits so that, in the unlikely event that H M Revenue and Customs consider any of your tax returns with which we assist to be inaccurate, we will be able to help you demonstrate to H M Revenue and Customs that reasonable care has been taken in the preparation of the return, thereby significantly reducing the possibility of an inaccuracy penalty being imposed. To further reduce the possibility of an inaccuracy penalty, you will remain responsible for maintaining good quality supporting records for each return, for providing us with all relevant information and explanations and for acting on any advice that we give you.

10. Help us to give you the right service

- 10.1. We are committed to providing you with a high quality service that is both efficient and effective. 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 contacting Robert Hampstead either at robert.hampstead@landin-wilcock.co.uk or by telephone on **0114 2754321**.
- 10.2. We undertake to look into any complaint carefully and promptly and to do all we can 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 the ICAEW.
- 10.3. 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 and schedules. 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; and
 - either party being in breach of their obligations where this is not corrected within **30 days** of being asked to do so.

11. Applicable law

- 11.1. 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.
- 11.2. 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.

12. Internet communication

- 12.1. Unless you instruct us otherwise we may, where appropriate, communicate with you and with third parties via email or by other electronic means.
- 12.2. 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. We will then communicate by alternate means, apart from in situations in which

electronic submission is mandatory. You accept that this is less time-efficient and will incur greater costs.

- 12.3. We will never change our bank details without confirming this to you by posted letter. Any emailed or telephoned communications appearing to be from us which are not confirmed by post are fake and we accept no liability for any loss caused to you through accepting such communications as genuine. Similarly, always give us by hand or by post (as well as by email) details of your bank account.
- 12.4. It is the responsibility of the recipient to carry out a virus check on any attachments received.

13. Data Protection

- 13.1. To enable us to discharge the services agreed under our engagement, and for other related purposes including updating and enhancing client records, analysis for management purposes and statutory returns, crime prevention and legal and regulatory compliance, we may obtain, use, process and disclose personal data about you/your business/company/partnership, its officers and employees and shareholders.
- 13.2. In the course of providing services to you, we may disclose personal data to other firms in our network, a regulatory body, a third party or a buyer of our business. As part of our operational service, personal data supplied to us may be transferred between us and EEA/UK/USA where necessary. We will ensure that where any such data transfer takes place, it is covered by an appropriate safeguard such as an adequacy decision. Where an adequacy decision is not applicable another safeguard mechanism will be implemented, such as a standard contractual clause (SCC) to ensure that the transfer remains legal. Where cloud-based services are used the relevant cloud services terms and conditions will apply. In some instances, the location of data stored in the cloud may reside outside of the EEA/UK.

On 28 June 2021, the European Commission approved the UK for adequacy. This means that the continuation of data flows between the UK and the EU will remain unaffected and we can rely on this mechanism for the terms under this agreement over the next four years until its review in June 2025.

- 13.3. We confirm we have adequate security measures in place to protect personal data provided to us, including administrative, physical and technical safeguards.
- 13.4. We will notify you within 10 working days if an individual asks for copies of their personal data, makes a complaint about the processing of personal data or serves a notice from a relevant data protection authority where it relates to you. You and we will consult and cooperate with each other when responding to any such request, complaint or notice. If an individual whose data you have supplied to us or which we are processing on your behalf asks us to remove or cease processing that data, we shall be entitled to do so where required by law.
- 13.5. We will answer your reasonable enquiries to enable you to monitor compliance with this clause. We will also allow for, and contribute to, audits or inspections conducted by the ICO or their auditor to demonstrate compliance with this clause.

Data controller

- 13.6. We confirm that we are each considered an independent data controller in relation to personal data and that we will each comply with the relevant provisions of applicable data protection legislation.

- 13.7. You will also ensure that any disclosure of personal data to us complies with such legislation. If you supply us with any personal data or confidential information you shall ensure you have a lawful basis to pass it to us and will fully indemnify and hold us harmless if you do not have such a basis and that causes us loss. If you are supplying us with personal data on the basis of a power of attorney for anyone, you must produce to us an original or certified power of attorney on demand. You must ensure you have provided the necessary information to the relevant data subjects regarding its use.
- 13.8. As a separate data controller, we may receive subject access requests from data subjects where they request copies of their personal data. We will co-operate with the request as per our own internal procedures. Should an objection or request for data erasure happen, we will assess each request on a case by case basis to establish the validity of the request.

Data processor

- 13.9. Applicable data protection legislation places express obligations on you as a data controller where we as a data processor undertake the processing of personal data on your behalf. An example would be where we operate a payroll service for you. We therefore confirm that we will at all times use our reasonable endeavours to comply with the requirements of applicable EU/EEA/UK data protection legislation when processing data on your behalf. In particular we confirm that we will aim to comply with any obligations equivalent to those placed on you as a data controller. You will also comply with applicable data protection legislation, including but not restricted to, ensuring that you have all appropriate consents and notices or another lawful basis in place to enable the lawful transfer of personal data to us. You will fully indemnify and hold us harmless if you do not have a lawful basis and that causes us loss.
- 13.10. As the data processor we shall;
- Process personal data only on written instructions from you;
 - Restrict data access to authorised personnel only, and who are bound by confidentiality;
 - Disclose the personal data to courts, government agencies and other third parties as and to the extent required by law;
 - Maintain a written record of all categories of personal data processing carried out on your behalf, including details of transfers of personal data outside of the EU/EEA/UK and a general description of the technical and organisational security measures in place in relation to personal data; and
 - Delete or return all personal data to you at the completion of our engagement requiring personal data processing, subject to legal requirements to retain data.

14. Limitation of third party rights

- 14.1. 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 that Act.

The advice we give you is for your sole use and is confidential to you and will not constitute advice for any third party to whom you may communicate it, unless we have expressly agreed in writing that a specified third party may rely on our work. We will accept no responsibility to third parties, including any group company to whom the engagement letter is not addressed, your spouse nor any family member of yours or your employer, for any aspect of our professional services or work that is made available to them.

15. Client identification

- 15.1. In common with all other professional services firms, we are required by the **Proceeds of Crime Act 2002** and the **Money Laundering Regulations 2017 (MLR 2017)** to:-
- maintain identification procedures for clients and beneficial owners of clients, and persons purporting to act on behalf of clients;
 - maintain records of identification evidence and the work undertaken for the client; and
 - report, in accordance with the relevant legislation and regulations.
- 15.2. We have a statutory duty under the above legislation to report to the **National Crime Agency (NCA)** any reasonable knowledge or suspicion of money laundering.
- 15.3. Any such report must be made in the strictest confidence. In fulfilment of our legal obligations, neither the firm's principals nor any staff may enter into any correspondence or discussions with you regarding such matters.
- 15.4. If we are not able to obtain satisfactory evidence of your identity and where applicable that of the beneficial owners, we will not be able to proceed with the engagement.
- 15.5. If you undertake business that requires you to be supervised by an appropriate supervisory authority to follow anti-money laundering regulations, including if you accept or make high value cash payments of £10,000 or more (or equivalent in any currency) in exchange for goods, you should inform us.
- 15.6. Any personal data received from you to comply with our obligations under the MLR 2017 will be processed only for the purposes of preventing money laundering or terrorist financing. No other use will be made of this personal data unless use of the data is permitted by or under enactment other than the MLR 2017 or we have obtained the consent of the data subject to the proposed use of the data.

16. Foreign Account Tax Compliance Act (FATCA) and Common Reporting Standards

- 16.1. 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 H M Revenue & Customs.
- 16.2. 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 an 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.

17. Changes in the law, in practice or in public policy

- 17.1. 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, public policy or your circumstances.
- 17.2. We will accept no liability for losses arising from changes in the law or the interpretation thereof, practice, or public policy that are first published after the date on which the advice is given to the fullest extent permitted by applicable law.

18. General limitation of liability

- 18.1. We will provide services 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. Further, we will not be liable to you for any delay or failure to perform our obligations if the delay or failure is caused by circumstances outside our reasonable control. Subject to clause 18.6 below, our liability to you shall be limited as set out in our engagement or other client letter.
- 18.2. You will not hold us, our principals, staff or subcontractors 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. This applies equally to fraudulent acts, misrepresentations, or wilful default on the part of any party to the transaction and their directors, officers, employees, agents, or advisers. However, 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.
- 18.3. You agree that you will not bring any claim in connection with services we provide to you against any of our partners, employees, subcontractors, or consultants personally.
- 18.4. 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. 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 and our legal fees on an indemnity basis.
- 18.5. We shall have no liability whatsoever to you in respect of:
 - 18.5.1 Any advice given to you by any person who is not a partner, employee or subcontractor of ours; or

18.5.2 Any breach of contract by any person who is not a partner, employee or subcontractor of ours.

Without prejudice to the generality of the preceding sentence, we shall have no liability for advice given or any breach of contract by any third party (not being a partner, employee or subcontractor of ours) whether or not such third party has been introduced to you by us (including without limitation, a PTP) and/or whether or not, in relation to matters with which we are dealing with on your behalf, we have corresponded (by letter, email or otherwise), have attended meetings (whether with you present or not) or discussed matters on the telephone with such third party and/or provided information to such third party.

18.6. Nothing in this agreement shall exclude or limit our liability for death or personal injury caused by negligence nor for fraudulent misrepresentation or other fraud which may not as a matter of applicable law be excluded or limited.

19. Severance

19.1. If any provision or part-provision of these terms and conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable.

19.2. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted.

19.3. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

20. Intellectual property rights and use of our name

20.1. We will retain all intellectual property rights in any document prepared by us during the course of carrying out the engagement except where the law specifically states otherwise. You may only use such rights to the extent we agreed when engaged to provide services to you and may not resell or sublicense such rights without our further prior consent.

20.2. 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.

21. Draft/interim work or oral advice

21.1. In the course of our 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. Advice is valid at the date it was given.

22. Interpretation

22.1. 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 or appendices, the relevant provision in the engagement letter or schedules will take precedence.

23. Disengagement

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

24. Internal disputes within a client

- 24.1. If we become aware of a dispute between 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 parties, we will continue to supply information to the registered office / normal place of business for the 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 / partnership and take no further action until the board / partnership has agreed the action to be taken. In certain circumstances we reserve the right to cease acting for the business / client entirely.

25. Provision of client portal services via the Cloud

- 25.1. The purpose of this schedule and the Standard Terms of Business is to set out the basis on which we are to provide access to a secure portal via the Cloud, provided by the third-party software supplier **IRIS** (the 'Cloud Supplier'), and to clarify our respective responsibilities in respect of that service. You agree that access will be provided to both the firm and the Cloud Supplier.

Details of the Cloud Supplier are as follows:-

IRIS Openspace, Riding Court House, Riding Court Road, Datchet, Berkshire SL3 9JT

- 25.2. You control which documents are uploaded to the portal and for removing them when they are no longer required.
- 25.3. If you need to send/process personal data, you will provide us with appropriate contractual assurances that you have secured consents to do so.
- 25.4. You will be obliged to keep all passwords and login details secure and not to share them with others.
- 25.5. You undertake to use the system for acceptable use, which includes:-
- Not to transmit any viruses, Trojans, keyloggers or other harmful code;
 - Not to transmit any unlawful information or content;
 - Not to allow access to the service to any third party; and
 - Not to use the software to provide services to other parties.
- 25.6. You are responsible for:-
- Ensuring that your network and systems meet any necessary performance requirements;
 - Maintaining your network and telecommunication links;
 - Compliance with applicable Cloud Supplier terms, if applicable.
- 25.7. If one of your staff who has access to the portal leaves, you are responsible for removing their ability to gain access to the portal.

- 25.8. If you determine to cease using the services of the firm, you will inform the firm immediately.
- 25.9. We will provide a free voluntary client portal service to allow the secure exchange of documents between the firm and its client, as well as ongoing client access to certain documents (which may include confidential documents) created or maintained by the firm.
- 25.10. We have reviewed the Terms and Conditions of Use for the Cloud supplier and will continually re-appraise this to ensure compliance with the relevant clauses in the firm's standard terms of business concerning our fees, confidentiality, internet communications, all relevant data protection law and general limitation of liability.
- 25.11. We will keep all passwords and login details secure, and only disclose to staff that require access.
- 25.12. The firm cannot be held liable for any failures to deliver services due to transmission errors or unavailability of telecoms networks, or due to the failure or unavailability of any Cloud Supplier infrastructure. We are also not liable for any loss of or corruption to your data or if the service is interrupted due to your breach of Cloud Supplier terms. However, we will liaise with them to help ensure that normal service is resumed as soon as possible.
- 25.13. On receiving notification of the decision to cease using our services, we will immediately cancel all user access to your portal and discuss the way forward with you.
- 25.14. The firm reserves the right to modify these terms and conditions under which the portal is offered, and will provide you with due notice before implementation.

26. Engagement of Landin Wilcock & Co employees

- 26.1. If you directly engage an employee of Landin Wilcock & Co or any of our associates, or introduce an employee of Landin Wilcock & Co to any third party resulting in an engagement you will be liable to an introduction fee of 20% of the annual starting salary. In the event that you fail to advise Landin Wilcock & Co of the starting salary, the fee will be based on the annual charge out rate for the employee. This applies during employment and for a period of 12 months post termination. No refund of the introduction fee will be paid in the event that the engagement terminates.

27. Tax investigations service

- 27.1. We may offer a fee protection scheme, which is designed to protect you from the fees incurred defending you in the event of an HMRC enquiry into your tax affairs.
- 27.2. We may invite you to join the scheme via letter or email. The invitation will set out the costs and benefits of joining the scheme. You are under no obligation to join. However, if you decide not to join, then in the event of an HMRC enquiry we will discuss and agree an additional fee for such work.
- 27.3. In some cases, you may be entitled to assistance with your professional fees 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. 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.