

Terms and conditions of business

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

Hamlyns LLP

In these terms and conditions of business 'we' or 'our' or 'us' or 'the firm' refers to Hamlyns LLP ('the LLP') a limited liability partnership incorporated under OC339112 having its registered office situated at Sundial House, High Street, Horsell, Woking, Surrey GU21 4SU. Any business conducted with us is solely with the LLP and the LLP has sole legal liability for the work done for you and for any act or omission in the course of that work. No member, partner, principal, employee, associate or consultant of the LLP will have any personal liability for work undertaken for you. If a member, partner, principal, employee, associate or consultant signs in his or her own name any letter, email or other document in the course of carrying out that work it does not mean he or she is assuming any personal legal liability for that letter, email or document.

We use the term 'partner' to refer to a member of the LLP or an employee or consultant with equivalent standing or qualifications.

Professional Rules and Practice Guidelines

We will observe and act in accordance with the bye-laws, regulations and Code of Ethics of the Institute of Chartered Accountants in England and Wales and will accept instructions to act for you on this basis. In particular, you give us the authority to correct errors made by HMRC if we become aware of them. We will not be held responsible for any loss, damage or cost arising from our compliance with statutory or regulatory obligations. You can see copies of these requirements in our offices. The requirements are also available online at www.icaew.com/en/membership/regulations-standards-and-guidance

We confirm that we are statutory auditors eligible to conduct audits under the Companies Act 2006. When conducting audit work, we are required to comply with the Ethical and Auditing Standard issued by the FRC, which can be accessed online at <https://www.frc.org.uk/auditors/audit-assurance/standards-and-guidance>. We are also required to comply with Audit Regulations and Guidance which can be accessed at www.icaew.com/en/technical/audit-and-assurance/working-in-the-regulated-area-of-audit

Investment Advice

Investment business is regulated by the Financial Services and Markets Act 2000. If during the provision of professional services to you, you need advice on investments, including insurances, we may have to refer you to someone who is authorised by the Financial Conduct Authority as we are not. However, as we are licensed by the Institute of Chartered Accountants in England and Wales, we may be able to provide certain investment services that are complementary to, or arise out of the professional services we are providing to you.

In 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 we cannot make alternative recommendations. The PTP will issue you with their own terms and conditions of business 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. We may receive commission from such an introduction, in which case you will be fully informed of the expected size and nature of such commission at the time of the introduction,
- assist you in making arrangements for transactions in investments in certain circumstances,
- advise and assist you in transactions concerning shares or other securities not quoted on a recognised exchange, and
- manage investments or act as trustee (or under a power of attorney) where decisions to invest are taken on the advice of an authorised person.

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, valuation and methods;
- arrange any agreements in connection with the issue, sale or transfer of the company's shares or other securities;
- arrange for the issue of the new shares, and
- act as the addressee to receive confirmation of acceptance of offer documents, etc.

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.

Other Professional Advisers

During the course of our dealings with you, we may become aware of areas where it would be of direct benefit to you for us to involve other professional advisers such as Solicitors, Stockbrokers, and Independent Financial Advisers etc. In these cases, and where we have authority to do so, we would normally arrange to discuss these matters with a client's existing adviser, or, alternatively, with others with whom we have developed strong professional connections.

This could include referrals to HFS Hamlyns Financial Services Limited, which is a separate trading company and an appointed representative of HFS Milbourne Financial Services Limited, which is regulated by the Financial Conduct Authority to give investment advice, to make high quality Independent Financial Services advice available to our clients.

Before any work is carried out by HFS Hamlyn's Financial Services Limited they will agree with you their level of remuneration. This company will also meet all of the marketing costs relating to HFS Hamlyn's Financial Services Limited including, for example, printing costs, newsletters and seminar presentations, as appropriate. Where a surplus arises within this company, it may be returned to the shareholders, who are associated with this firm, by way of dividend payments.

We believe that this ability to discuss relevant aspects of your financial affairs with other professionals, on the understanding that they will also treat personal information as being highly confidential, is an important element of the service that we can offer.

If you would like us to refrain from dealing with any specific firms or individuals please let us know in writing.

Client Identification

As with other professional services firms, we are required to identify our clients for the purpose of the UK anti-money laundering legislation. We may request from you, and retain, such information and documentation as we require for these purposes and/or make searches of appropriate databases. If we are not able to obtain satisfactory evidence of your identity, we will not be able to proceed with the engagement.

Client Money

We may, from time to time, hold money on your behalf. The money will be held in trust in a client bank account, which is segregated from the firm's funds. The account will be operated, and all funds dealt with, in accordance with ICAEW's Clients' Money Regulations. All client monies will be held in an interest-bearing account. To avoid excessive administration, interest will only be paid to you where the amount earned on the balances held on your behalf in any calendar year exceeds £25.00. If the total sum of money held on your behalf is enough to give rise to a significant amount in interest or is likely to do so, then we will put the money in a designated interest-bearing client bank account and pay interest to you. Subject to any tax legislation, interest will be paid gross.

We will return monies held on your behalf promptly, as soon as there is no longer any reason to retain those funds. If any funds remain on our client account that are unclaimed, and the client to which they relate has remained untraced for five years, or we as a firm cease to practice, we may pay those monies to a registered charity.

Commissions or Other Benefits

In some circumstances we or one of our associates may receive commissions or other benefits for introductions to other professionals or transactions we or such associates arrange for you. In this case, we will notify you in writing of the amount, the terms of payment and receipt of any such commissions or benefits. The fees you would otherwise pay as described below will not be reduced by such amounts. You agree that we or our associates can retain the commission or other benefits without being liable to account to you for any such amounts.

Confidentiality

Unless we are authorised by you to disclose information on your behalf, we confirm that if you give us confidential information we will, at all times during and after this engagement, keep it confidential, except as required by law or as provided for in regulatory, ethical or other professional pronouncements applicable to us or to our engagement.

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 the confidentiality of information given to us by you, both during and after this engagement. These may include taking same or similar steps as we take in respect of the confidentiality of our own information.

In addition, if we act for other clients whose interests are or may be adverse to yours, we will manage the conflict by implementing additional safeguards to preserve confidentiality. Safeguards may include measures such as separate teams, physical separation of teams, and separate arrangements for storage of, and access to, information.

You agree that the effective implementation of such steps or safeguards as described above will provide adequate measure to avoid any real risk of confidentiality being impaired.

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

If we use external or cloud based systems, we will ensure confidentiality of your information is maintained.

We reserve the right, for the purpose of promotional activity, training or for other business purposes, to mention that you are a client. As stated above, we will not disclose any confidential information.

Conflicts of interest and independence

We will inform you if we become aware of any conflict of interest in our relationship with you or in our relationship with you and another client unless we are unable to do so because of our confidentiality obligations. We have safeguards that can be implemented to protect the interest of the different clients if a conflict arises. If conflicts are identified which cannot be managed in a way that protects your interests, we regret that we will be unable to provide further services.

If there is a conflict of interest that is capable of being addressed successfully by the adoption of suitable safeguards to protect your interests, we will adopt those safeguards. In resolving the conflict, we would be guided by ICAEW's Code of Ethics, which can be viewed at:

<http://www.icaew.com/en/membership/regulations-standards-and-guidance/ethics>

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

Data Protection

In this clause, the following definitions shall apply:

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

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

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

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

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

We shall each be considered an independent data controller in relation to the client personal data. Each of us will comply with all requirements and obligations applicable to us under the data protection legislation in respect of the client personal data.

You shall only disclose client personal data to us where:

- I. you have provided the necessary information to the relevant data subjects regarding its use (and you may use or refer to our privacy notice available at www.hamlyns.com for this purpose)
- II. you have a lawful basis upon which to do so, which, in the absence of any other lawful basis, shall be with the relevant data subject's consent; and
- III. you have complied with the necessary requirements under the data protection legislation to enable you to do so.

Should you require any further details regarding our treatment of personal data, please contact our data protection manager Nicky Keeble FCA.

We shall only process the client personal data:

- I. in order to provide our services to you and perform any other obligations in accordance with our engagement with you;
- II. in order to comply with our legal or regulatory obligations; and
- III. where it is necessary for the purpose of our legitimate interests and those interests are not overridden by the data subjects' own privacy rights. (Our privacy notice (available at www.hamlyns.com) contains further details as to how we may process client personal data.

For the purpose of providing our services to you, pursuant to our engagement letter, we may disclose the client personal data to our regulatory bodies or other third parties (for example, our professional advisors or service providers). We will only disclose client personal data to a third party provided that the transfer is undertaken in compliance with the data protection legislation.

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

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

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

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

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

Disengagement

If we resign or are asked to resign, we will normally issue a disengagement letter to ensure that your respective responsibilities are clear. For clients that are non-audit clients, if we have no contact with you for a period of two years or more, we may issue to your last known address a disengagement letter and thereafter cease to act.

Electronic and other Communications

Unless you instruct us otherwise, we may, if appropriate, communicate with you and with third parties by email or other electronic means. The recipient is responsible for virus checking emails and attachments.

You accept that confidential information sent to a shared email address may be seen by those having access to that address.

With electronic communication, there is a risk of non-receipt, delayed receipt, inadvertent misdirection or interception by third parties. We use virus scanning software to reduce the risk of viruses and similar damaging items being transmitted in emails or by electronic storage devices. Nevertheless, electronic communication is not totally secure and we cannot be held responsible for damage or loss caused by viruses or for communications which are corrupted or altered after despatch. Nor can we accept any liability for problems or accidental errors relating to this means of communication, especially in relation to commercially sensitive material. These are risks you must bear in return for greater efficiency and lower costs. If you do not wish to accept these risks, please let us know and we will communicate by paper mail, other than when electronic submission is mandatory.

Any communication by us to you sent through the postal system is deemed to arrive at your postal address two working days after the day the document was sent.

We accept no legal liability for any loss arising from the fraudulent or mistaken electronic authorisation of documentation

or official returns made through our document exchange system 'OpenSpace' or other electronic communications.

Fees and Payment Terms

Our fees may depend, not only on the time spent on your affairs, but also on the level of skill and responsibility and the importance and value of the advice we provide, as well as the level of risk. Our fees continue to accrue throughout the year and, therefore, may be billed at appropriate intervals, together with outlays and VAT.

All fees and expenses will be subject to VAT (or exempt from VAT) in accordance with VAT regulations and guidance.

If we provide you with an estimate of our fees for any specific work, the estimate will not be contractually binding unless we explicitly state that will be the case. Otherwise, our fees will be calculated on the basis of hours worked by each member of staff necessarily engaged on your affairs, multiplied by their charge-out rate per hour. Details of our current hourly charge-out rates are available on request.

If we need to perform work outside the responsibilities outlined in our engagement letter, we will advise you in advance. This will involve additional fees.

In certain circumstances, it will be necessary to request monies on account to cover disbursements which we expect to incur or alternatively to ask you to put us in funds for specific disbursements.

If requested, we may indicate a fixed fee for the provision of specific services or an indicative range of fees for a particular assignment. It is not our practice to identify fixed fees for more than a year ahead as such quotes need to be reviewed in light of events. If it becomes apparent to us, due to unforeseen circumstances, that a fee quote is inadequate, we reserve the right to notify you of a revised figure or range and to seek your agreement thereto.

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 a fee protection scheme you hold or via membership of a professional or trade body. Other than where such fee protection was arranged through us, you will need to advise us of any such schemes you have. You will remain liable for our fees regardless of whether all or part are liable to be paid by your scheme.

If you have chosen to settle our fees for routine work by monthly standing order, the monies will be applied to fees incurred in respect of all work carried out for the current and ensuing years. Please note the amount of the standing order does not represent a fixed price for the cost of the work to be carried out. Consequently any under or over-recovery of fees for work settled by standing order will be made good on a periodical basis if applicable.

Our invoices will be due for payment upon presentation. Any disbursements we incur on your behalf, and expenses incurred in the course of carrying out the work for you, will be added to our invoices where appropriate.

Unless otherwise agreed to the contrary, our fees do not include costs of any third party, counsel or other professional fees. If these costs are incurred to fulfil our engagement, such necessary additional charges will be payable by you.

We reserve the right to charge interest on late paid invoices at the current rate under the Late Payment of Commercial Debts

(Interest) Act 1998. We also reserve the right to suspend our services or to cease to act for you, having given written notice, if payment of any fees is unduly delayed. We intend to exercise these rights only if it is fair and reasonable to do so.

If you do not accept that an invoiced fee is fair and reasonable, you must notify us within 14 days of receipt, failing which, you will be deemed to have accepted that payment is due.

If a client company, trust or other entity is unable or unwilling to settle our fees, we reserve the right to seek payment from the individual (or parent company) giving us instructions on behalf of the client, and we shall be entitled to enforce any sums due against the group company or individual nominated to act for you.

Help us to give you the best service

We are committed to providing you with a high quality service that is both efficient and effective. If at any point you would like to discuss with us how our service to you could be improved, or if you are dissatisfied with the service you are receiving, please let us know by contacting Christopher Shrubbs FCA FCCA.

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.

Intellectual property rights and use of our name

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

Interpretation

If any provision in our engagement letter or terms of business is held to be void, that provision will be deemed not to form part of this contract. In the event of 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.

Internal disputes within a client

If we become aware of a dispute between the parties who own the business or who are in some way involved in its ownership and management, it should be noted that our client is the business and we would not provide information or services to one party without the express knowledge and permission of all parties. Unless otherwise agreed by all parties, we will continue to supply information to the 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/the partnership and take no further action until the board/partnership have agreed the action to be taken.

Lien

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.

Limitation of third party rights

The advice and information we provide to you as part of our service is for your sole use, and not for any third party to whom you may communicate it, unless we have expressly agreed in the engagement letter that a specified third party may rely on our work. We accept no responsibility to third parties, including any group company to whom the engagement letter is not addressed, for any advice, information or material produced as part of our work for you which you make available to them. A party to this agreement is the only person who has the right to enforce any of its terms, and no rights or benefits are conferred on any third party under the Contract (Rights of Third Parties) Act 1999.

Period of Engagement and Termination

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

Each of us may terminate our agreement by giving not less than 21 days' notice in writing to the other party except if you fail to cooperate with us or we have reason to believe that you have provided us, or HMRC, with misleading information, in which case we may terminate this agreement immediately. Termination will be without prejudice to any rights that may have accrued to either of us before termination.

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

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

Quality control

As part of our ongoing commitment to providing a quality service, our files are periodically reviewed by an independent regulatory or quality control body. These reviewers are highly experienced professionals and are bound by the same rules for confidentiality as our principals and staff.

When dealing with HMRC on your behalf we are required to be honest and to take reasonable care to ensure that your returns are correct. To enable us to do this, you are required to be honest with us and to provide us with all necessary information in a timely manner. For more information about 'Your Charter' for your dealings with HMRC, visit:

www.gov.uk/government/publications/your-charter

To the best of our abilities, we will ensure that HMRC meet their side of the Charter in their dealings with you.

Reliance on Advice

We will endeavour to record all advice on important matters in writing. Advice given orally is not intended to be relied upon unless confirmed in writing. Therefore, if we provide oral advice (for example during the course of a meeting or a telephone

conversation) and you wish to be able to rely on that advice, you must ask for the advice to be confirmed by us in writing.

Retention of Papers

You have a legal responsibility to retain documents and records relevant to your financial affairs. During the course of our work we may collect information from you and others relevant to your tax and financial affairs. We will return any original documents to you, if requested. Documents and records relevant to your tax affairs are required by law to be retained as follows:

Individuals, trustees and partnerships:

- a) with trading or rental income: five years and 10 months after the end of the tax year
- b) otherwise: 22 months after the end of the tax year.

Companies, Limited Liability Partnerships, and other corporate entities:

- c) six years from the end of the accounting period.

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

The Provision of Services Regulations 2009

We are registered to carry out audit work in the UK and Ireland by ICAEW. Details of our audit registration can be viewed at www.auditregister.org.uk for the UK under reference C002090983 and www.cro.ie/auditors for Ireland, under reference EWC002090983.

In accordance with the disclosure requirements of the Provision of Services Regulations 2009, details of our professional indemnity insurer are available from our offices on request. Our professional insurer is Hiscox Insurance Company 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 or Canada.

Limitation of liability

If you are successful in bringing a claim against us (other than one for death, personal injury, fraud or regulated audit work) arising from the provision of services to you, the maximum liability will not exceed the sum of £750,000 (seven hundred and fifty thousand pounds sterling). For the purpose of determining our maximum liability all claims arising from the same act or omission or from a series of related acts or from the same act or omission in a series of related matters or transactions will be regarded as one claim.

We shall not be liable to you for any indirect or consequential loss, damage, cost or expense of any nature incurred or suffered by you including, without limitation, any economic loss or other loss of turnover, profits, business or goodwill.

We shall not be liable to you for loss, damage, costs or expense of any nature incurred or suffered by you arising from compliance with any statutory obligation placed upon us.

Timing of our services

If you provide us with all information and explanations on a timely basis in accordance with our requirements, we will plan to

undertake the work within a reasonable period of time to meet any regulatory deadlines. However, failure to complete our services before such regulatory deadline would not, of itself, mean that we are liable for any penalty or additional costs arising.

Applicable Law

Our engagement letter, the schedules of service and our standard terms and conditions of business are governed by, and should be construed in accordance with English Law. Each party agrees that the Courts of England will have exclusive jurisdiction in relation to any claim, dispute or difference concerning this engagement letter and any matter arising from it on any basis. Each party irrevocably waives any right 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.

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 changes in the law or in your circumstances. We will accept no liability for losses arising from changes in the law, or the interpretation thereof that occur after the date on which the advice is given.

Changes to these standard terms and conditions of business

These standard terms and conditions of business are subject to change from time to time. The current terms and conditions of business are published on our website. www.hamlyns.com