

Standard Terms of Business

1. Introduction

The purpose of this document is to set out the standard terms and conditions that apply to all engagements entered into with Shaw Gibbs Limited and/or a Group Company of Shaw Gibbs Limited (the “**Terms and Conditions**”). All work carried out is subject to these Terms and Conditions except where expressly agreed in writing between you and us.

In order to avoid repeating your name and ours in these Terms and Conditions, we have used the expressions “we”, “us”, and “our” to refer to Shaw Gibbs Limited or, if different, the Group Company of Shaw Gibbs Limited from whom your Letter of Engagement is sent and “you” and “your” to refer to you our client, being the person, entity or organisation to whom the Letter of Engagement is addressed.

For the purposes of these Terms and Conditions, the “**Group Company of Shaw Gibbs Limited**” means Shaw Gibbs Limited or Shaw Gibbs (Audit) Limited as relevant.

These Terms and Conditions are applicable to all individuals and types of entities, including but not limited to companies, limited liability partnerships, charities, Cooperative and Community Benefit Societies, trusts, estates, pension schemes and academies. Any reference in these Terms and Conditions to “director” or “company” should be interpreted as appropriate for the entity.

These Terms and Conditions should be read alongside the letter of engagement issued which contains the specific detail of the service to be provided to you (the “**Letter of Engagement**”). Where there is a conflict between these Terms and Conditions and the Letter of Engagement, the Letter of Engagement shall prevail. Together, the Letter of Engagement and the Terms and Conditions form the entire agreement between you and us (the “**Agreement**”). The Agreement supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us.

Where multiple Letters of Engagement have been issued each Letter of Engagement shall be read alongside the Terms and Conditions in respect of the services outlined in the Letter of Engagement. Any amendments to the terms in these Terms and Conditions outlined in a Letter of Engagement are only for the provision of the services expressly stated in that Letter of Engagement and not all services provided.

We may change these standard terms and conditions from time to time. Please refer to our website www.shawgibbs.com for the latest copy of our terms and conditions.

We will advise you of any changes to the Letter of Engagement and no variation to the Letter of Engagement shall be binding unless in writing.

2. Professional obligations

We will observe the byelaws, regulations and ethical guidelines of the Association of Chartered Certified Accountants. Copies of these requirements are available for inspection in our offices.

We accept instructions to act for you on the basis that we will act in accordance with those guidelines. In particular you give us authority to correct errors made by HM Revenue & 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.

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 pronouncements applicable to the specific services provided.

3. Investment services

We are not authorised by the Financial Conduct Authority to conduct Investment Business. If you require Investment Business Services, we will refer you to a firm authorised by the Financial Conduct Authority,

We are, however, licensed by our professional body, the Association of Chartered Certified Accountants, to provide certain investment services that are complementary to, or arise out of, the professional services we are providing to you. Such services may include: -

- Advising you on investments generally, but not recommending a particular investment or type of investment.
- Advising you in connection with the disposal of an investment, other than your rights in a pension policy or scheme
- Advising and assisting you in transactions concerning shares or other securities not quoted on a recognised stock exchange
- Assisting you in making arrangements for transactions in investments in certain circumstances
- Managing investments or acting as trustee where decisions to invest are taken on the advice of an authorised person.
- Referring you to a firm authorised by the FCA (the “Authorised Firm”) and assisting you and the Authorised Firm during the course of any advice given to you by that Authorised Firm provided that they issue you with their own terms and conditions letter, will be remunerated separately for their service and will take full responsibility for compliance with the requirements of the Financial Service and Markets Act 2000. We shall not be liable for any loss caused as a result of reliance placed on services provided by the Authorised Firm.

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 the offer documents etc.

Where the firm is providing insurance mediation services (including fee protection) under the Financial Conduct Authority we are an exempt firm, meaning we can provide some regulated products and services as part of our normal professional services, without being authorised or an agent of an authorised firm. This part of the business, including arrangements for complaints or redress if something goes wrong, is regulated by our professional body (the Association of Chartered Certified Accountants). The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/register.

4. Instructions

The agreed scope and objectives of your instructions are set out in the Letter of Engagement. Any subsequent change will be discussed with you and, where appropriate, a new Letter of Engagement will be agreed.

We shall proceed on the basis of the instructions we have received from you and we rely upon you to tell us as soon as possible if anything occurs which renders any information previously given to us incorrect, inaccurate or incomplete.

We shall not be responsible for any failure to advise or comment on any matter which falls outside the scope of your instructions. We cannot accept any responsibility for any event, loss or situation unless it is one against which it is the express purpose of those instructions to provide.

Advice given by us is provided in light of the instructions to which it relates and for your benefit only. It may not be used or relied upon for any other purpose or by any person other than you without our prior written consent.

5. Implementation of Advice

We will only assist with implementation of our advice if specifically instructed and agreed in writing including email.

6. Anti Money Laundering Legislation & Client Identification

Our policy is one of strict compliance with the statutory regulations in respect of anti-money laundering.

We are required by the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2017 to:-

- Maintain identification procedures for clients, beneficial owners of clients and persons purporting to act on behalf of clients
- Maintain records of identification evidence and the work undertaken for clients; and
- Report in accordance with the relevant legislation and regulations.

We shall not be able to act upon your instructions until we have completed the client take on and identification procedures necessary to satisfy the legislation and regulations to which we are subject. 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.

We have a statutory obligation under the above legislation to report to the National Crime Agency ("NCA") any reasonable knowledge or suspicion of money laundering. Any such report must be made in the strictest confidence. In fulfilment of our legal obligations, neither the firm's principals nor any member of staff may enter into any correspondence or discussion with you regarding such matters.

7. Fees

Our fees are calculated by taking into account a series of factors including the amount of time we spend, the complexity of the matter and the level of skill and specialist knowledge involved. In addition, we take into account the value of the matter and its importance to you. Our intention

is that our fees should be fair and reasonable having regard to all the circumstances.

Our standard fee basis is to charge fees by applying the standard hourly rates for the accountants and other staff concerned and applicable at the time that we carry out the work for you.

Time is recorded and charged for on a task related basis in units of 6 or 15 minutes depending on the service provided and the people involved.

Our standard hourly rates and other chargeable rates are reviewed from time to time and we will inform you of any variation in these rates and the date upon which they take effect.

Our aim is to be as flexible as is commercially sensible in our approach to fees and we are prepared to consider alternatives to hourly rates including percentage fees based on specific criteria, retainers, fixed fees and a cap on fees, where appropriate to do so. We are, however, restricted in the alternatives that we can offer you for certain services including audit services. The Letter of Engagement sets out the agreement we have reached as to the basis of our fees.

If we agree to alternative fee arrangements, details of the fee agreed will be provided to you in writing or included in our Letter of Engagement. The applicable alternative fee arrangement is agreed on the basis of the instructions and information supplied to us and any assumptions set out in the Letter of Engagement. Alternative fee arrangements are agreed on the basis that there is no material delay in progressing or completing the assignment resulting from matters beyond our reasonable control. Any alternative fee arrangement will not include any expenses and disbursements which shall be payable in addition to any cap or limit on fees unless expressly stated in the Letter of Engagement.

We will provide fee estimates where appropriate. A fee estimate is only a guide and must not be taken as a firm quotation. On occasion we may provide you with a fixed fee quotation but we will only do this in writing. Our fee estimate will aim to give you a breakdown between likely charges and VAT. We may express the fee estimate as a range, however this may not always be the case. Our fee estimate will include, where possible, details of any third-party disbursements.

All figures in our Letter of Engagement or any other correspondence with you are exclusive of VAT unless otherwise stated. VAT will be applied to services where required at the prevailing rate.

Your instructions authorise us to incur such disbursements and expenses as we consider necessary to comply with your instructions. You will be required to reimburse them to us on request either by payment on account or against submission of a bill. The expenses and disbursements may consist of, without limitation, travel, accommodation and meals when travelling away from the office, fees for company formation, and probate applications.

It is normal practice to require that clients make payments on account. As such we may ask you to provide sums in advance to cover charges. If we do, any payment will be held by us and set against fees, expenses and disbursements invoiced at the point at which the invoice is raised. We will not pay interest on any payments on account.

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It is normal practice to issue interim invoices, which helps us spread our charges over the course of the assignment. Interim invoices have the same payment terms and general provisions as any other invoices.

Any invoices are due for payment upon submission to the client. 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.

We reserve the right to charge interest on any sum which remains outstanding after the due date for payment at a rate of 1.5% per month.

In the unlikely event that an invoice remains unpaid for more than our agreed credit terms we must reserve the right to decline to act any further.

Insofar as we are permitted to do 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.

8. 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.

9. 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 firm uses HSBC Bank Plc, National Westminster Bank Plc and Lloyds Bank Plc to hold client monies and the accounts will be operated and all funds dealt with, in accordance with the Clients' Money Regulations of the respective banks.

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 £100. Any such interest would be calculated using the prevailing rate applied to Lloyds Bank Plc for small deposits subject to the minimum period of notice for withdrawals. 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 a reason to retain those funds. 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.

10. Termination of Instructions

You may terminate our instructions at any time by giving us written notice.

In some circumstances, for good reason, we may decide to cease acting for you. Examples of circumstances where we might so decide include a failure on your part to provide us with adequate instructions, when we find ourselves unable to comply with your instructions, when our invoice remains unpaid outside an agreed payment timetable, or when a payment on account is not made in accordance with the terms in this Agreement.

We will give you reasonable prior written notice if we decide for whatever reason that we are no longer willing or able to act for you.

In circumstances where our instructions are terminated or we cease to act for you, we will be entitled to receive payment for our reasonable fees, expenses and disbursements for all work undertaken up to the point we receive notice of termination or give notice of ceasing to act.

If we cease to act for you or our instructions are terminated by you, we will issue a disengagement letter to ensure that our respective responsibilities are clear.

Should we have no contact with you for a period of two years, we may issue to your last known address a disengagement letter and thereafter cease to act.

We reserve the right, following termination of instructions by you or our ceasing to act for you, to destroy any of your documents that we have not been able to return to you after a period of six months unless other laws or regulations require otherwise.

11. Data Protection

We are a data controller in respect of personal data shared by you under this Agreement and we will comply with all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR (which has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018), the Data Protection Act 2018 (and regulations made thereunder) (DPA 2018), and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended, and other applicable data protection laws when processing personal data about you and your associated contacts, including family members, if applicable.

Where you are a business and you share personal data of your clients or contacts with us, you and we confirm that we are both independent data controllers in respect of that personal data.

Any personal data held by Shaw Gibbs will be processed in accordance with our legal obligations under the UK GDPR. For further information please refer to our Privacy Policy which can be found on our website at www.shawgibbs.com/privacy.

You and we must each ensure that we provide the necessary information to the relevant data subjects regarding how we each use their personal data.

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You will also ensure that you have all appropriate consents 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 such consent or lawful 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 and we will answer each other's reasonable enquires to enable you and us to monitor compliance with this clause.

You can withdraw consent to your information being used in a particular way, but this may limit what more we can do for you (if anything).

12. Data Processor

We may also act as a data processor under this Agreement where we process personal data on your behalf as data controller. An example would be where we operate payroll services for you. We therefore confirm that we will at all times use our reasonable endeavours to comply with the requirements of the applicable data protection legislation when processing data on your behalf.

When acting as data processor of personal data under this Agreement, we shall: -

- Process such personal data only on written (including email) instructions from you, unless applicable data protection law allows otherwise;
- Only use such personal data for the purposes of fulfilling our obligations under this Agreement and to the minimum extent required for those purposes;
- Ensure that any required consents for such personal data processing are validly obtained, regularly reviewed and updated;
- Ensure that such personal data remains up to date and accurate and keep such personal data under regular review;
- Restrict access to such personal data to trained, authorised personnel only, who are bound by confidentiality obligations;
- Disclose such 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;
- Delete or return all such personal data to you at the completion of our engagement, subject to retaining files in accordance with the Retention and Storage of Papers & Files clause in these Terms and Conditions and subject to other legal requirements to retain files;
- Put in place appropriate technical and organisational measures to ensure the security of such personal data against a data breach;
- Notify you without undue delay if we suffer, or are made aware of, a data breach in relation to such personal data;
- At your request, promptly provide you with a copy of all such personal data in the format specified by you;
- Register (if required) with the UK Information Commissioner's Office or such other relevant supervisory authority;
- Assist you (at your cost) in responding to any request from a data subject and in ensuring compliance with your obligations under applicable

data protection laws;

- Make available to you all information necessary to demonstrate our compliance with Data Protection Law and this clause 12, and allow for and contribute to audits, including inspections
- Not transfer any such personal data outside of the EU/EEA/UK unless we have your written consent and either you or we have provided appropriate safeguards in relation to the transfer; we have ensured that the data subject has enforceable rights and effective legal remedies; we have provided an adequate level of protection to any personal data that is transferred; and we have complied with your reasonable instructions communicated to us in advance by you with respect to the processing of such personal data.

To ensure we continue to provide a high level of service, from time to time we may use the services of third parties. By signing the Letter of Engagement, you consent to us appointing the following entities as third-party processors of the personal data we process on your behalf when you are acting as a data controller under this Agreement: all group and associated businesses of Shaw Gibbs Limited; plus external parties, including but not limited to specialist advisors including tax advisors; independent businesses for processing accounts and tax returns. We confirm that we have entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 12 and reflect and will continue to reflect the requirements of the applicable data protection laws. As between you and us, we shall remain fully liable for all acts or omissions of any third-party processor appointed by us pursuant to this clause 12. By entering into this Agreement, you authorise us to disclose to such third parties all necessary information relevant to the assignment. We will undertake all necessary steps to ensure any such third parties adhere to the level of client service and confidentiality outlined in this document.

You and we both acknowledge and agree that under applicable data protection laws, when we are acting as data processor of your personal data, this Agreement must set out the subject matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of data subject and the obligations and your rights ("**the Data Processing Particulars**"). Where the Data Processing Particulars are not apparent from this Agreement then either party may, from time to time, by written notice to the other party, set out the Data Processing Particulars and such document shall be incorporated into this Agreement.

13. Retention and Storage of Papers & Files

We will, at your request, return any of your original documents to you, either during course of our instructions or after we cease to act for you.

We will retain documents and copies of records created as part of the client due diligence process (e.g. photo ID), including any non-engagement documents relating to the client relationship and ongoing monitoring of it, in accordance with our Data Retention Policy, which can be viewed in the Annex to our Privacy Policy, available at www.shawgibbs.com/privacy.

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While certain documents may legally belong to you, we may destroy correspondence and other papers that we store, electronically or otherwise, which are more than eight years old. This includes your documents if they have not been reclaimed by you within the eight-year period. You must tell us if you require the return of any specific document. If you wish us to retain your documents for a longer period, a fee may be charged for the storage of those documents.

14. Electronic (and other) Communication

Unless you request us not to, we will communicate with you and with any third parties you instruct us to as set out in the Letter of Engagement and Privacy Policy via email or by other electronic means. The recipient is responsible for virus-checking emails and any attachments.

With electronic communication there is a risk of non-receipt, delayed receipt, inadvertent misdirection or interception by third parties. We do not accept any responsibility for changes made to such communications after their dispatch. It may therefore be inappropriate to rely on advice contained in an email without obtaining written confirmation of it. We do not accept any responsibility for any errors or problems that may arise through the use of email or internet communication and all risks connected with sending commercially sensitive information relating to your business are borne by you.

We use virus-scanning software to reduce the risk of viruses and similar damaging items being transmitted through emails or electronic storage devices and we ask that you do the same. However, electronic communication is not totally secure, and we cannot be held responsible for damage or loss caused by viruses, nor for communications that are corrupted or altered after dispatch. 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 accept 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 hard copy, other than where electronic submission is mandatory.

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

You are required to keep us up to date with accurate contact details at all times. This is important to ensure that communications and papers are not sent to the incorrect address.

We will never change our bank account details without confirming this to you by posted letter. Any emailed or telephone communications appearing to be from us which are not confirmed by post regarding bank details 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.

We wish to support and promote equality and diversity. If it would assist you for our services to be delivered in a different way, please let us know and we will investigate how we can assist. A copy of our Equality and Diversity Policy, which includes information on reasonable adjustments, is available on request.

15. The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013:

If you are an individual and you are instructing us for purposes which are wholly, or mainly, outside your trade, business, craft or profession, you will be considered a

'consumer' by law and will have certain statutory rights under consumer legislation. Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have a statutory right to cancel your instructions to us within 14 days (without giving a reason) if your instructions to us are as a result of a meeting between us not held at our offices or a situation where we do not actually meet (i.e. through email and/or telephone contact).

The cancellation period will expire after 14 calendar days from the day of the conclusion of the contract.

To exercise your right to cancel, you must inform us of your decision to cancel this contract by a clear statement (eg: a letter sent by post or e mail) using the contact details in our Letter of Engagement before the cancellation period has expired. You may use the model cancellation form, which can be found on our website at www.shawgibbs.com/terms-of-business, but it is not obligatory to do so. If you use this option, we will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium (e.g. by email) without delay.

Where you have asked us to commence work within the 14 calendar day cancellation period and you later exercise your right to cancel, you will be liable for any costs, VAT and disbursements incurred up to the point of cancellation. If you exercise your right to cancel, subject to any costs you are liable for as set out above, we will reimburse any payment received on account from you without undue delay and within 14 days after the day in which you informed us of your decision to cancel.

16. Complaints Handling Procedure

As a valued client, you should know that we, through our Directors, and employees, take every care in providing the service that you are entitled to expect. We recognise, however, that occasionally things can go wrong and you may wish to complain about the service you have received. We have a formal Complaints Handling Procedure, a copy of which will be supplied on request. This procedure will ensure that:

- complaints are taken seriously and get a prompt response; and
- any complainant knows as soon as possible whether or not we agree that the complaint is justified.

If you wish to make a complaint then, in our view, it is best if it is made in writing and addressed to your Engagement Director or the Managing Director. He or she will then follow the Complaints Handling Procedure.

Although we would always hope to deal with and resolve any complaints satisfactorily, you should understand that our Complaints Handling Procedure does not in any way restrict your right to pursue your complaint to the Association of Chartered Certified Accountants by whom we are regulated.

You can write to the ACCA at complaints@accaglobal.com, providing them with full details of your complaint, your full name and the relevant Group Company of Shaw Gibbs Limited's ACCA registration number.

17. Quality control

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

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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, see www.hmrc.gov.uk/charter/index.htm. We will use reasonable endeavours to ensure that HMRC meet their

side of the Charter in their dealings with you.

We will take account of the steps and checks suggested by HMRC in their "Agent Toolkits". While use of the Toolkits is voluntary, we will use reasonable endeavours to ensure that our quality control procedures match or enhance the suggestions in the Toolkits so that, in the unlikely event that HMRC consider any of your tax returns with which we assist to be inaccurate, evidence will be available to help you demonstrate to HMRC 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 inaccurate 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.

18. Draft/interim work or oral advice

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, however this may carry an additional charge.

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

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

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.

20. Intellectual Property Rights

We shall retain all copyright and other intellectual property rights in all things developed by us either before or during the course of your instructions including, without limitation, systems, methodologies, software and know-how. To the fullest extent permitted by law, we also retain all copyright and other intellectual property rights in all reports, written advice or other materials prepared or compiled by us

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. Our Liability to You

In order that our liability to you arising from our negligence or willful default shall be fair and proportionate, we may include provisions in the Letter of Engagement which limit our liability in certain circumstances. In particular, please note carefully the exclusion of liability (contained in Clause 4 Instructions) in circumstances where matters fall outside our instructions.

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.

You acknowledge we are a limited liability company and that there is no contract between you and any of our individual directors, officers, employees or consultants. Any advice given to you by a director, officer, employee or consultant is given by that person on our behalf and that person does not assume any personal responsibility to you for that advice. Accordingly, you will not bring any claim against any individual director, officer, employee or consultant in respect of any losses which you suffer or incur, directly or indirectly, in connection with our services. None of the provisions of this paragraph will limit or exclude our liability for the acts or omissions of our employees, consultants or members.

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.

Nothing in this Agreement shall be construed as purporting to exclude nor limit our liability for death or personal injury caused by negligence nor for fraudulent misrepresentation or other fraud, nor any liability the exclusion or limitation of which is prohibited by applicable law.

22. Professional Indemnity Insurance

In accordance with our professional body rules, we are required to hold professional indemnity insurance. Details about the insurer and coverage can be found at our offices or by request from us.

23. Internal disputes within a client

Our client is the entity to whom the Letter of Engagement is addressed. If we become aware of a dispute between parties who own, or who are in some way involved in its ownership and management of, the entity that is our client, it should be noted that (unless we have agreed otherwise) we would not provide information or services to one of those party without the express knowledge and permission of all other concerned parties. Unless otherwise agreed by all concerned 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,

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information or instructions are received from different parties at the client, we will refer the matter back to the client's board of directors/the client partnership and take no further action until the board/partnership has agreed the action to be taken. In certain cases, we reserve the right to cease acting for the client entirely. Likewise, if our client is a trust and a dispute arises between a trust, the trustees and/or beneficiaries, (unless we have agreed otherwise) we would continue to provide services to the trust and not any one party.

24 Conflicts of Interest

Neither we nor any of our directors, officers, employees or agents shall have any duty to disclose to you any information which comes to our or their attention in the course of carrying on any other business or as a result of, or in connection with, the provision of services to other persons

You accept that our directors, officers, employees and agents may be prohibited from disclosing or it may be inappropriate for them to disclose, information to you, even if it relates to you. Similarly, we may be prohibited from using, or it may be inappropriate to use in the course of the work, certain information obtained by us. In particular, we may act for a number of clients operating in the same industry or sector with the result that whilst carrying out the work we may have or receive information from another client which may be of interest to you, but which we are required to keep confidential to that other client and which cannot therefore be used in the context of carrying out your instructions.

You accept that our agreeing to carry out your instructions does not nor will it require any other firm in which any of our officers are for the time being an officer, or any other firm in which any shares are held for the account or benefit of our officers, to restrict its activities in any way nor to provide you or us with any information whatsoever about, or derived from, those activities.

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.

25. Confidentiality

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

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.

In addition, if we act for other clients whose interests are or may be adverse to yours, we will upon your request 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 measures to avoid any real risk of confidentiality being impaired.

We may, on occasions, subcontract work on your affairs to other tax or accounting professionals who may be located overseas. The subcontractors will be bound by terms at least as onerous as those contained in this clause 25.

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 other business purposes, to mention that you are a client. As stated above, we will not disclose any confidential information.

This clause applies in addition to our data protection obligations contained in these Terms and Conditions.

26. Provision of client portal service including portal services via the Cloud

On occasion, we will provide access to a secure client portal via the Cloud ("**Client Portal Service**") which will be provided by third party software providers ("**Software Providers**"). The purpose of this clause 26 is to set out the basis on which we are to provide the Client Portal Service and to clarify our respective responsibilities in respect of the Client Portal Service.

You agree that access to the Client Portal Service will be provided to both the firm and the Software Provider.

The Client Portal Service shall be located at Amazon AWS and Microsoft as well as other locations which comply with the requirements of the applicable EU/EEA/UK data protection legislation. Their GDPR policies can be found here: [AWS](#) and [Microsoft](#).

You and we will be responsible for uploading documents to your portal within the Client Portal Service ("**Portal**"). You and we can remove documents if they are no longer needed. If you are unable to directly remove documents, please contact itsupport@shawgibbs.com <mailto:itsupport@shawgibbs.com> who will remove documents at your request.

You will be obliged to keep all passwords and login details secure and not to share with others.

You undertake to use the Client Portal Service in an acceptable manner, this includes the following acceptable use provisions:

- not to transmit any viruses, Trojans, keyloggers or other harmful code;
- not to transmit any unlawful information or content;
- not to allow any third parties to access to the service; and
- not to use the software to provide services to other parties.

You are responsible for:

- ensuring that your network and systems meet any necessary performance requirements to use the Client Portal Service;
- maintaining your network and telecommunications links; and
- compliance with applicable Software Provider terms, if applicable.

Standard Terms of Business

If one of your staff who has access to your Portal leaves, you are responsible for asking us to remove their user ID and password.

If you determine to cease using our Client Portal Service, you will inform us immediately.

On receiving notification of the decision to cease using our Client Portal Service, we will immediately cancel all user access to your Portal and discuss with you the way ahead.

When we cease to act for you, we will seek to agree the position on access to cloud accounting records to ensure continuity of service. This may require you to enter into direct engagements with the software providers and pay for that service separately.

We will provide a free voluntary client portal service to allow the secure exchange of documents between us and our client, as well as ongoing client access to certain documents (which may include confidential documents) created or maintained by us.

We undertake to use all reasonable endeavours to obtain from the Software Provider a signed confidentiality agreement with the firm to ensure compliance with the relevant clauses in this document concerning our fees, confidentiality, internet communication, all relevant data protection law and general limitation of liability. Their GDPR statement can be found [here](#).

We will keep all passwords and login details secure, and only disclose to staff that require access.

We cannot be held liable for any failures to deliver the Client Portal Service due to transmission errors or unavailability of telecoms networks, or due to the failure or unavailability of any Software Provider infrastructure. We are also not liable for any loss of or corruption to your data or if the Client Portal Service is interrupted due to your breach of Software Provider terms. However, we will liaise with them to help ensure that normal service is resumed as soon as possible.

We reserve the right to modify these terms in this clause under which the Client Portal Service is offered and will provide you with due notice of any such modifications before implementation.

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

The advice that we provide will be based on the tax and other legislation in place at that time. Shaw Gibbs Limited, its officers, directors and employees cannot be held responsible for any changes to legislation, including taxation legislation nor the effect arising on advice given. Additionally, we shall not be responsible for updating our advice as a result of such changes unless specifically requested in writing by you.

28. Transfer or Assignment of Instructions

We may transfer our rights under the Letter of Engagement with you to any organisation within which our practice may continue in the future (and in such an instance you agree that our obligations under the contract will be assumed by such organisation). We will not otherwise transfer our rights unless we get your written permission first.

29. Force Majeure

Neither we nor you shall be liable in any way for failure to perform our respective obligations under the Agreement if the failure is due substantially to causes outside the reasonable control of the party that has failed to perform.

30. Limitation of Third Parties

Except as expressly provided in this Agreement, no person other than a party to the Agreement may enforce any terms of such Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999 ("the Act"). Notwithstanding any benefits or rights conferred by such Agreement on any third party by virtue of the Act, the parties to such Agreement may agree to vary or rescind any of its terms without any third party's consent.

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 Letter of Engagement is not addressed, your spouse or any family of yours or your employer, for any aspect of our professional services or work that is made available to them other than by us.

31. Jurisdiction and Applicable Law

This Agreement shall be construed in accordance with the laws of England and Wales.

The Courts of England and Wales will have exclusive jurisdiction in relation to any claim, dispute or difference concerning the terms of this Agreement and any matters 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.

Any of these conditions which expressly or impliedly have effect after termination or expiration will continue to be enforceable notwithstanding termination or expiration.

If any provision in this Agreement, or its application, is 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.