

## **Burrow & Crowe Limited**

### **Terms & Conditions**

#### **Terms**

These terms, which must be read in conjunction with the accompanying letter and any subsequent letter which refers to them, shall apply to all matters upon which you instruct us, save as may otherwise be agreed or amended in writing.

#### **1. Fees – This section applies where no fixed price agreement or Extra Work Order has been agreed**

- 1.1 Our fees, when computed on the basis of time spent on your affairs by the principals and our staff, are based on the levels of skill and responsibility involved. A full list of the time spent and the charge out rates used is available on request.
- 1.2 If it is necessary to carry out work outside the responsibilities outlined in this letter it will involve additional fees. Accordingly we would like to point out that it is in your interest to ensure that your records are completed to the agreed stage.
- 1.3 Our terms relating to payment of amounts invoiced are strictly 14 days net. To assist you in the prompt settlement of our fees we offer direct debit and fee credit facilities. Details of these are available upon request.

#### **2. Client Monies**

- 2.1 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' Monies Rules of the Association of Chartered Certified Accountants.
- 2.2 Fees paid by you in advance for professional work to be performed and clearly identifiable as such shall not be regarded as clients' monies.

#### **3. Quality Control**

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

#### **4. Limitation of Liability**

- 4.1 The advice which we give to you is for your sole use and does not constitute advice to any third party to whom you may communicate it.
- 4.2 We will provide the professional services outlined in this letter with reasonable care and skill. However, we will not be responsible for any losses, penalties, surcharges, interest or additional tax liabilities arising from the supply by you or others of incorrect or incomplete information, or from the failure by you or others to supply any appropriate information or your failure to act on our advice or respond promptly to communications from us or the tax authorities.

#### **5. Investment Business**

- 5.1 The firm is registered with the Association of Chartered Certified Accountants for carrying out exempt regulated activities and may therefore provide a limited range of investment business services that arise out of the provision of our main professional services.
- 5.2 If we are required to provide advice, we will issue a separate letter of engagement.

## **6. Commissions or Other Benefits**

- 6.1 In some circumstances, commissions or other benefits may become payable to us in respect of transactions which we help to arrange for you, in which case you will be notified in writing of the amount and terms of payment. The fees that would otherwise be payable by you as described will not take into account the benefit to us of such amounts. As far as allowed by legislation, you consent to such commission or other benefits being retained by us, without our being liable to account to you for any such amounts.
- 6.2 This may be the case, for example, when we help you to arrange transactions with financial advisors, banks, tax consultants etc. Usually the amounts paid to us via a third party will be less than £1,000. Occasionally they will be in the £1,000 to £10,000 range. Very occasionally, if we help you with a very large transaction they could exceed £30,000. In all cases we will notify you in writing of the amounts received, and should the amount be above £30,000 we will divide the excess over £30,000 equally between ourselves and yourselves.

## **7. Other Services**

- 7.1 We will be pleased to assist you generally in tax matters if you so require. To enable us to do this you will need to instruct us in good time.
- 7.2 Because tax rules change frequently you must ask us to review any advice already given if a transaction is delayed, or if an apparently similar transaction is to be undertaken.
- 7.3 It is our policy to confirm in writing advice upon which you may wish to rely.
- 7.4 You may request that we provide other services from time to time. If the fees relating to these services will exceed £500, we will issue a separate letter of engagement and scope of work to be performed accordingly.
- 7.5 Unless a service is included within the attached agreements or included in a separate letter of engagement you must assume that it will not be provided by us.
- 7.6 Because rules and regulations frequently change you must ask us to confirm any advice already given if a transaction is delayed or a similar transaction is to be undertaken.

## **8. Retention of Records**

- 8.1 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 preparation of your return. You should retain them for 7 years from the end of the relevant accounting period. This period may be extended if H M Revenue & Customs enquire into your tax return.
- 8.2 Though certain documents may legally belong to you, we intend to destroy correspondence and other papers that we store which are more than seven years old, other than documents that we consider to be of continuing significance. You must inform us by letter if you require retention of a particular document.
- 8.3 We may choose to hold these documents where possible in an electronic format. In this event we will ensure these documents are readily accessible should they be requested by yourself or an authorised individual.

## **9. Quality of Service**

- 9.1 We aim to provide a high quality of service at all times. If you would like to discuss with us how our service could be improved or if you are dissatisfied with the service that you are receiving please let us know by contacting Mr D Pollitt or Mr J R Crossley.
- 9.2 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 take up the matter with the Association of Chartered Certified Accountants.

## **10. Electronic Communication**

- 10.1 As Internet communications are capable of data corruption we do not accept any responsibility for changes made to such communications after their dispatch. For this reason and to be in compliance with the Data Protection Act 2018 and GDPR, we will not be sending commercially sensitive information relating to your business or you.
- 10.2 Electronic communication may be used to enable us to communicate with you. As with other means of delivery this carries with it the risk of inadvertent misdirection or non delivery. It is the responsibility of the recipient to carry out a virus check on any attachments received.
- 10.3 Any information of a sensitive nature should not be sent by email. If you choose this method to communicate with us we cannot be held responsible for any data loss.

## **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 All work performed is conducted using the current legislation according to the accounting period. We cannot be held responsible for future development and changes in the legislation.

## **12. Contracts (Rights of Third Parties) Act 1999**

- 12.1 A person who is not party to this agreement shall have no right 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.

## **13. Data Protection Act (GDPR)**

- 13.1 In accordance with the Data Protection Act 2018 (DPA 2018) and the General Data Protection Regulations (GDPR) we are committed to protecting your personal data. We may use personal data provided to us for any of the purposes described in this engagement letter or as otherwise stated at the point of collection.
- 13.2 We process personal data for several purposes such as the preparation of your accounts and tax return and the means of collection, lawful basis of processing, use, disclosure, and retention periods for each purpose may differ.
- 13.3 We will only share personal data with others when we are legally permitted to do so. When we share data with others, we put contractual arrangements and security mechanisms in place to protect your data. Where we use third parties located in other countries to help us run our business. As a result, personal data may be transferred outside the countries where we and our clients are located. This includes countries outside the European Union ("EU").
- 13.4 Under the DPA 2018 and GDPR, where we decide how and why personal data is processed, we are a data controller and you have certain rights over your personal data and we are responsible for fulfilling these rights. Please see our privacy statement for further details.
- 13.5 Personal data processed is kept by us for as long as is considered necessary for the purpose for which it was collected (including as required by applicable law or regulation). In the absence of specific legal, regulatory or contractual requirements, our retention policy period for records and other documentary evidence created in the provision of services is 7 years.

## **14 Money Laundering Regulations 2017**

- 14.1 In accordance with the Proceeds of Crime Act and Money Laundering Regulations 2017 you agree to waive your right to confidentiality to the extent of any report made, document provided or information disclosed to the National Crime Agency (NCA)
- 14.2 You also acknowledge that we are required to report directly to NCA without prior reference to you or your representatives if during the course of undertaking any assignment the person undertaking the role of Money Laundering Reporting Officer becomes suspicious of money laundering.
- 14.3 As a specific requirement of the Money Laundering Regulations we may require you to produce evidence of identity of the company and its owners and managers. This will include for the business proof of registration and address and for the individuals

proof of identity and address. Copies of such records will be maintained by us for a period of at least six years after we cease to act for the business.

**15. Professional Rules and Practice Guidelines**

- 15.1 We will observe and act in accordance with the bye laws, regulations and code of ethics of the Association of Chartered Certified Accountants and accept instruction to act for you on this basis. In particular you give us authority to correct errors made by HMRC 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. You can see copies of these requirements in our offices. We confirm that we are registered auditors eligible to conduct audits under Companies Act 2006.

**16. Conflicts of Interest**

- 16.1 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 our confidentiality clause. We confirm that we will notify you immediately should we become aware of any conflict of interest involving us and affecting the company.

If a conflict of interest should arise, either between two or more of our clients, or in the provision of multiple services to a single client, we will take such steps as are necessary to deal with the conflict. In resolving the conflict, we would be guided by our code of ethics.

**17. The Provision of Services Regulations 2009**

- 17.1 Our professional indemnity insurer is AXA Insurance UK Plc of 5 Old Broad Street, London EC2N 1AD. 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 Unit.

**18. Lien**

- 18.1 Insofar as we are permitted by law or professional guidance, 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.