

Standard terms of business

The following standard terms of business apply to all work we accept unless we agree to any changes in writing. The services you have asked us to provide will be set out in a separate letter (engagement letter). Our contract with you includes this letter and these standard terms of business. If you are not clear about any of these terms, speak to the person looking after your affairs.



1 Contracting parties

- 1.1 Your contract is with Kreston Reeves Audit LLP (we, us) which is a limited liability partnership registered in England and Wales under registration number OC306454 under the Limited Liability Partnerships Act 2000.
- 1.2 We share client information with the other limited liability partnerships in our group, Kreston Reeves LLP and Kreston Reeves Private Client LLP. However, a separate contract will apply to any services they provide.
- 1.3 A limited liability partnership has 'members'. However, it is more usual for senior professionals to be referred to as 'partners'. We have decided to keep the traditional title of 'partner'. However, there is no partnership between the members or between the members and the LLP. Whenever we refer to a person being a 'partner', we mean in their capacity as a member of the LLP.
- 1.4 There is no contract between you and any of our members, employees or consultants. Any advice we give (or other work done) is done by someone on our behalf and not in their individual capacity. This means that nobody will have any personal responsibility to you for the advice or other work they carry out for you.
- 1.5 References to our partners, employees and consultants under this agreement also include those of Kreston Reeves LLP.
- 1.6 Anyone who is not directly involved in this agreement will have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of it. This clause does not affect any right or remedy of any person which exists or is available other than under that Act.
- 1.7 The advice that we give you is for your use only and is not aimed at advising anyone else you may talk to about it, or show it to. Advice we give to Kreston member firms under 20.6 below is for them to pass on to their specific client. We accept no responsibility to anyone else for any part of our professional services or work that is made available to them.

2 Our professional responsibilities

- 2.1 We have a duty to provide services under the contract with reasonable care and skill.
- 2.2 We will keep to the Code of Ethics of The Institute of Chartered Accountants in England and Wales (ICAEW). The code is available on the ICAEW's website at www.icaew.com, where you should search for 'ethics'. We accept instructions to act for you on the basis that we will act in line with the code. Our insolvency practitioners must also keep to Part D of the code.
- 2.3 If you give us confidential information, we will keep it confidential unless, by law or due to regulatory, ethical or other professional pronouncements, we have to release it.
- 2.4 While we are working for you, we can act for other clients whose interests may not be the same as yours. We will let you know immediately about any conflict of interest which we may have in relation to you. If there is a conflict of interest, either between two or more of our clients, or in providing multiple services to a single client, we will take any steps, guided by the Code of Ethics Section C, sub-section 310, needed to deal with the conflict.

3 Other regulatory and similar information

- 3.1 We are registered statutory auditors. You can see details about our audit registration at www.auditregister.org.uk under reference number C011006647.
- 3.2 The professional rules which apply to audit work are the 'Audit regulations and guidance' which you can see at www.icaew.com/auditnews together with the 'International Standards on Auditing (UK)' at www.frc.org.uk where you should follow the link for 'codes and standards', then 'standards and guidance for auditors'.
- 3.3 When carrying out regulated audit work, we keep to the Financial Reporting Council's Ethical Standard which you can see at www.frc.org.uk where you need to follow the links for 'codes and standards', then 'standards and guidance for auditors'.
- 3.4 You can find details of our current professional indemnity insurer on our website at www.krestonreeves.com
- 3.5 Our VAT registration number is GB 294 3924 68.

4 Fees

- 4.1 We work out our fees using the basis we told you about at the start of our work for you, and amended by any later agreement we may have with you. This will reflect the time spent on your affairs by our partners, employees and consultants, on the levels of skill and responsibility involved, the degree of urgency and the importance and value of the advice that we provide, as well as the level of risk.
- 4.2 All fee proposals or other indications of our fees are given before VAT. We will add VAT, at the current rate, to our invoices for fees and disbursements (payments to others in dealing with your affairs, also travel, accommodation and similar charges) unless the services qualify for specific exemption.
- 4.3 If we need to carry out work outside the responsibilities outlined in our engagement letter it will involve extra fees. Because of this, it is in your interests to make sure that your records and so on, are completed to the agreed stage.
- 4.4 You will need to pay invoices for fees and disbursements in full as soon as you receive them, unless these are covered by agreed arrangements where appropriate. As well as paying fees by direct debit, standing order, BACS or cheque, we will also accept payment by credit and debit cards.
- 4.5 Unless we agree otherwise, we will charge our fees separately for each of the main classes of work we perform for you and we will send you a bill each month or as the work is carried out.
- 4.6 The amount of time we spend on work for you will depend on how you respond to our requests for information. Giving us up-to-date information as soon as possible will help us to spend less time on your affairs.
- 4.7 Any special fee arrangement (such as fixed or capped fee) will not cover extra work which was not identified when the arrangement was agreed.
- 4.8 In some circumstances we may receive commission or other benefits for introductions to other professionals or for transactions which we arrange for you. If this happens, we will tell you in writing the amount and terms of payment and when we receive any commission or benefits. The same will apply if the payment is made to or the transactions are arranged by a person or business connected with ours. We will not reduce the fees you would otherwise pay by the amount of the commission or benefits. We will keep any commission that we receive after our services end.

- 4.9 If you and another person are acting together as a client of ours, you are each liable for paying the full amount of our invoices, regardless of any arrangement you have between yourselves. If a company, trust or other organisation cannot or will not pay our fees, the organisation's directors, parent company or authorised representatives giving us instructions on behalf of the organisation will be liable, together and separately, for paying our fees.
- 4.10 We can end or suspend further services until we receive your payment if an invoice is overdue. If we do this, we will let you know in writing. If we end or suspend services, our contractual duty of care to you under general law will end and we will not have to provide our services, or release the product of any work we have already done (for example, accounts, returns, reports and so on), until you have paid our fees in full.
- 4.11 We have the right to charge interest at the statutory rate on overdue fees. (This is the rate of interest the law allows us to charge if you are late paying our fees. It is higher than the Bank of England base rate.)
- 4.12 If we stop acting for you, you must pay all reasonable costs of providing information to your new advisors. In particular you agree to meet these costs even if, by law, we have to provide information to a successor firm.

5 Our liability to you

- 5.1 You agree that if, as a matter of law, we have a duty of care to you, you will not make any claim against any of our partners, employees or consultants for any loss or damage that you or any person or company associated with you suffer, directly or indirectly, in connection in any way with any advice we give to you or for other work we have done for you.
- 5.2 Any claim that you want to make can only be made against us as an LLP and not against a partner, employee or consultant.
- 5.3 Nothing in these terms and the engagement letter will exclude or limit:
- any claim you may have against a partner, employee or consultant of the LLP arising out of any fraudulent or dishonest conduct on their part;
 - any liability or claim that cannot be excluded under English law; or
 - any liability or claim that cannot be excluded under any relevant professional rule or regulation.
- 5.4 Each of our partners, employees and consultants will be covered by these conditions under the Contracts (Rights of Third Parties) Act 1999, but we may amend our contract with you or end it without their agreement.
- 5.5 We will not be responsible for any increased liability we have as a result of any limit you may have agreed with any other adviser or which we may otherwise have due to the negligence of any other person against whom you do not claim back money for any reason. This is relevant in circumstances in which we and other people may be legally responsible for the same damage. In these circumstances, we will limit what we will pay to the amount we reasonably ought to pay taking account of our responsibility for the damage (within the meaning of section 2(1) of the Civil Liability Contribution Act 1978) and on the basis that any other person will have paid you any amounts they ought reasonably to have paid after taking account of:
- their own responsibility for it and ignoring any limit you may have agreed with them;
 - any subsequent extension of your claims against that person; or
 - the fact that they no longer operate.

If you agree to limit their liability, if the claim against them ends for any reason, you stop making a claim against them or any person fails to satisfy any judgment you have gained, we will not be legally responsible for more than the net amount we would have paid, after allowing for the amounts you would otherwise have been entitled to recover from those people.

- 5.6 Unless our engagement letter states otherwise, we are acting for you and not for any other party, regardless of whether or not they are linked to you. We provide our services to you alone and you must not share our advice with third parties unless you have our permission in writing. We accept no liability to any other party in relation to the advice we provide to you.
- 5.7 You indemnify us against (protect us from) any claim, loss, damages, liability or expense (loss) which we may suffer as a result of:
- you breaking any of your obligations under this agreement; or
 - claims brought against us by third parties and which relate to us performing our obligations under this agreement.
- 5.8 We will not be liable for any loss arising from us meeting our legal obligations to report certain details to the relevant authorities. This includes, but is not limited to, details relating to money laundering and financial sanctions.
- 5.9 We accept no liability to you if we cannot provide our services due to circumstances beyond our control. This includes, but is not limited to, war, civil disturbance, terrorism, fire, flood, storm, accident, pandemic, government action or the failure of a bank or other financial institution which holds client money on our behalf.
- 5.10 We do not accept any liability for, and you should not rely on, any advice not given in writing, or any draft version of any report we have prepared.
- 5.11 Any claims, whether these relate to breaking the terms of a contract, negligence or anything else, must be formally started within two years after you become aware of (or should reasonably have become aware of) the facts which lead to the claim. You cannot start a claim more than four years after the event the claim relates to, regardless of when you become aware of it. This clause overrides any other rights you have relating to when a claim can be started.
- 5.12 We will not be responsible for any losses, penalties, charges, interest or other tax arising from you or others providing incorrect or incomplete information, or you or others failing to provide any appropriate information or failing to act on our advice or respond promptly to communications from us or the tax or other authorities.
- 5.13 If any clause in these terms is not valid for any reason, it will be removed from the terms. The remaining clauses will continue to be valid.

6 Limit of liability

- 6.1 Apart from any statutory audit services that we provide to you, and unless our engagement letter shows a different amount, our maximum liability to you (including for loss, interest and costs suffered by you) is limited to:
- £250,000; or
 - five times the total fees (not including disbursements, VAT and equivalent taxes) which we invoice you for and which you have paid for the relevant service;
- whichever is higher.

If our liability to you is limited, the following paragraphs (6.2 to 6.6) apply.

- 6.2 We consider any limit of liability we offer to be reasonable. We have set the limit based on the services we provide to you, the associated risks to us of providing the services, and the potential loss you could suffer as a result of any mistake. We would be happy to discuss our liability limit with you, although this may affect the fees you must pay for our services.
- 6.3 Our maximum liability (including for loss, interest and costs suffered by you) is as set out above (or in our engagement letter). We accept no responsibility for indirect or consequential losses, loss of expected profits, damage to reputation or loss or corruption of data if the total liability, together with any other liability we have to you, is more than the amounts set out above (or in our engagement letter).

- 6.4 If we are instructed by more than one party, the limit of liability set out above (or in our engagement letter) is split equally between all parties and does not apply to each party individually.
- 6.5 The limit set out above (or in our engagement letter) is the total liability we will accept in relation to all claims arising from something we have done or have failed to do, or a series of similar acts or failures, on one assignment or transaction, or several related assignments or transactions.
- 6.6 Unless we agree different terms with you, the limits set out above (or in our engagement letter) will apply to any services we provide under our engagement letter.

7 Help us to give you the right service

- 7.1 If at any time you would like to discuss how we could improve our service to you, or if you are not satisfied with the service you are receiving, please let us know by phoning the partner responsible for your affairs. If after these discussions you are still not satisfied, you may refer the matter to our managing partner.
- 7.2 We will look into any complaint carefully and promptly and do all we can to explain the position to you. If you feel that we have given you a less than satisfactory service, we will do everything reasonable to deal with your concerns. If you are still not satisfied, you may of course take up matters with ICAEW. If we provided the service to you under our consumer credit licence and it is related to consumer credit or credit brokerage, you can also refer the matter to the Financial Ombudsman Service.

8 Client money

- 8.1 We may sometimes hold money for you. We will hold your money in trust in a client bank account separate from our own money. The Clients' Money Regulations (CMR) of ICAEW will apply to the client bank account and the money in it. You can see the CMR at www.icaew.com where you should search for 'client money regulations'.
- 8.2 We will pay you interest if the amount earned is more than £25.

9 Owning information and keeping records and data

- 9.1 We own all information such as working papers, letters, emails, memos, file notes of meetings and phone calls and copies of other original documents which we create or which we receive either in our own right or as your agent.
- 9.2 During the course of our work for you we gather a variety of information. Certain documents may legally belong to you. We do not separate out documents by legal ownership. Usually we will return original documents to you after the end of an assignment. When this is not practical, we will store your information with our own for at least six years and then destroy it, unless we consider it to be of continuing significance. If you need us to keep or return any document, you must tell us in writing.
- 9.3 We can convert information records and data, no matter who owns it, into electronic format (for example, digital images) and then destroy the original documents. If you need us to return information to you, we may supply it either in electronic format or as a print of the image.

10 Third-party cloud-based software

- 10.1 We may use cloud-based software suppliers (those we access through the internet) to help us provide our services. Before we use these suppliers, we will review them. This review covers data storage and security, service levels and ability to make a profit to make sure that the service provided is appropriate. We then regularly re-evaluate each supplier to make sure they continue to meet our requirements. You can get more information on this by phoning the partner responsible for your affairs. Although we have these procedures in place, we cannot accept responsibility for problems in service, however it may be caused. If you use the service, it is at your risk.
- 10.2 If our services to you are suspended, cancelled or stopped, this also applies to the service you receive from these suppliers.

11 Working with other professional advisors

- 11.1 We may work with other professional advisors in providing services to you. If you do use the services of other professional advisors, you must make your own contractual arrangements with them. We will not be legally responsible for advice they provide or work which they carry out on your behalf.

12 Anti-money-laundering regulations

- 12.1 Like all accountancy and legal practices, by law, we have to keep to identification procedures for clients and beneficial owners (in other words, shareholders) of clients and also to keep records of evidence used as identification. We will not carry out any work for you until you have met our requirements for checking your identity and we take no responsibility for any delay in carrying out work because we are waiting to see evidence of your identity.
- 12.2 We have legal duties to report to the National Crime Agency (NCA) if we know or have a reasonable suspicion that you or anyone connected with your business is, or has been, involved in any activity that is a criminal offence in the UK. We have a legal obligation to report to NCA without your knowledge or agreement and because of this we cannot enter into any discussion with you about these matters.

13 Confidentiality and quality control

- 13.1 From time to time we have to let regulators and other organisations have access to clients' files and information. Wherever relevant we have confidentiality agreements in place with these organisations.
- 13.2 There may be times when we would like to make it known that we act or have acted for you in a particular market place. To avoid any doubt, we will not reveal any confidential information about you, your activities or a particular transaction.

14 Intellectual property rights

- 14.1 We keep all intellectual property rights (IPR) in everything we have developed before or during our work for you. We also keep all IPR in reports, written advice or other materials we have prepared.

15 Law which applies and serving legal proceedings, notices or other legal documents

- 15.1 Our work for you is governed by the laws of England and Wales. You agree the English courts will deal with any disputes in relation to any claim, dispute or difference concerning these terms, our engagement letter and any matter arising from them. You and we permanently give up any right to:
- object to any action being brought in those courts;
 - claim that the action has been brought in an inappropriate place; or
 - claim that those courts do not have the legal authority to act.

- 15.2 You and we cannot serve legal proceedings, notices or other legal documents by email. You can use first-class post and a recognised document exchange system or hand them to us personally. We may also do the same.

16 Internet communication

- 16.1 Internet communications can be corrupted and so we do not accept any responsibility for changes made to these communications after they have been sent. As a result, it may not be appropriate to rely on advice in an email without also getting confirmation from us. We do not accept responsibility for any mistakes or problems that may arise through using internet communication and you are responsible for all risks connected with sending commercially sensitive information relating to your business. If you do not agree to accept this risk, you should let us know in writing that email is not an acceptable form of communication.
- 16.2 As long as you and we take reasonable care to make sure that all messages and attachments are free of malicious software (for example, viruses) then neither you nor we will be legally responsible to the other for losses caused by these viruses.

17 Data protection

- 17.1 We may gather, use, process and release personal and other information about you so that we can provide our services as agreed, and for other related purposes including updating and improving client records, analysis for management purposes and statutory returns, prevent crime and keep to the law and regulations. The processing of personal information is regulated in the UK by the data protection legislation that applies and other laws which relate to privacy and electronic communications. In this clause, we refer to these laws as 'data protection law'.
- 17.2 We act as an independent controller in providing all of our services. As a result, we are responsible for keeping to data protection law for any personal information we process in providing our services to you. You are also an independent controller responsible for keeping to data protection law for the personal information you process. As such, if you reveal personal information to us, you confirm that you are legally able to do this and it does not break any data protection law. Our privacy notice, which you can see at www.krestonreeves.com, explains how we process personal information.
- 17.3 We may also transfer information about you to other countries including countries outside the European Economic Area which do not have the same level of data protection as the UK. We will only do this when appropriate, for example when we work with foreign professionals on your behalf.
- 17.4 In order to meet their anti-money laundering obligations, our bank may require us to give them 'due diligence' documents to make sure we have carried out the necessary checks relating to the source of your money that we hold, along with other client money, in a bank account. You agree that we may provide these documents to our bank, whether or not anti-money laundering regulations apply to the services we provide to you.

18 Staff

- 18.1 Our partners and staff work for you on the understanding that:
- you will not offer employment to our partners and staff involved in the work unless we give you written permission, and
 - we will not offer employment to your staff involved in the work unless you give us written permission.

If written permission is given, either we or you can bill the other for an appropriate fee of 20% of the annual salary on appointment plus VAT.

- 18.2 We expect you to treat our partners, employees and contractors with courtesy, dignity and respect at all times. We have a zero-tolerance policy for any form of harassment, including but not limited to sexual harassment, bullying or other inappropriate behaviour. We define harassment in line with the law and it includes any unwelcome or inappropriate behaviour that creates an intimidating, hostile or offensive working environment. We have the right to immediately end our services if you or any of your representatives harass any of our partners, employees or contractors. If we do this, we will let you know in writing and our duty of care to you under general law will end.

19 Investment services

- 19.1 We are not licensed by ICAEW to provide any investment services.
- 19.2 ICAEW provide a compensation scheme for members of the public who have suffered a financial loss as a result of unsuitable investment advice given by a firm of authorised chartered accountants. Please see www.icaew.com and search for 'investment business compensation scheme'.

20 Our membership of Kreston Global and Kreston International Limited

- 20.1 Kreston Global (Kreston) is a worldwide network of independent accounting firms which provide professional services to clients. Each firm is a member of Kreston International Limited (Kreston International), a UK company limited by guarantee, which provides no services to the clients of its members. Members of Kreston are separate legal organisations and are only associated with each other by being members of Kreston International. Some of the members of Kreston use Kreston as part of their business name.
- 20.2 Nothing in the arrangements or rules of Kreston creates or implies an agency relationship or a partnership between Kreston International and the member firms of Kreston.
- 20.3 You agree that we may release your confidential information to other members of Kreston or to Kreston International if this relates to services we may provide, are providing or have provided, to you.
- 20.4 Any claim arising from work by a Kreston member you have hired can only be made against that member. Claims cannot be made against Kreston or Kreston International, or personally against any other person or organisation involved in working for you.

If you hire other member firms separately

- 20.5 We may introduce you to partners or staff from other members of Kreston to help us in providing services to you. If you use the services of their partners or staff, you must make your own contractual arrangements directly with them. They are not acting as our servants or agents. In the same way, we will not be legally responsible for work which they carry out on your behalf. Neither Kreston International nor any other member firm of Kreston will have any responsibility to you in connection with our work for you unless you make a contract direct with them. The fact that you may have been introduced to us by an associated Kreston organisation does not make that associated Kreston organisation or any of its staff members responsible for any of our acts or failure to act.

If we enter into an agreement with another member firm for them to carry out work on your behalf

- 20.6 Although your contract is with us, we may use the services of partners or staff from other members of Kreston to help us in providing services to you. When we use the services of these partners or staff they are acting as our servants or agents and not the partners, servants or agents of any other person (including any other member firm of Kreston or Kreston International itself). As a result, we will be legally responsible for their activities as if they were our partners or staff. Neither Kreston International nor any other member firm of Kreston will have any responsibility to you in connection with this work because there is no contract between you and any other member firm.

- 20.7 Each member firm of Kreston, Kreston International itself, each partner or member of staff and each of our partners or members of staff will be covered by section 20.6 and any other contractual protection contained in these terms and have the right to rely on and enforce any of its terms.

21 Entire agreement

- 21.1 Our engagement letter and these terms of business form the whole agreement between you and us and replace all previous agreements and terms between us. In entering into this agreement, you have not relied on any statement, representation, assurance or warranty (whether made negligently or innocently) other than as set out in our engagement letter and these terms of business.

22 Change to these standard terms of business

- 22.1 These standard terms of business may change. We will make changes by publishing them on our website www.krestonreeves.com. You can find the current version there.
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