



STANDARD TERMS OF ENGAGEMENT

To the [Board of Directors] [Members] of

To [Mr] [Mrs] [Miss]

To

Dear

Thank you for engaging us as your accountants, tax advisers and business advisers. This letter and the attached schedule[s] of service together with our terms of business dated set out the basis on which we are to provide our services as above and your and our respective responsibilities.

We are bound by ICAEW's Code of Ethics, [and Professional Conduct in Relation to Taxation]* and accept instructions to act for you on the basis that we will act in accordance with these ethical guidelines.

Steve Astbury or Clare Smith will be the principal responsible for this engagement.

1. SCOPE OF SERVICES

- 1.1. We have listed below the work which you have instructed us to carry out, the detail of which is contained in the attached schedule[s]. [This][These] state[s] your and our responsibilities in relation to the work to be carried out. Only the services which are listed in the attached schedules are included within the scope of our instructions. If there are other services that you wish us to carry out which are not listed in the schedule[s], please let us know and we will discuss with you whether they can be included in the scope of our work. If we agree to carry out additional services for you, we will provide you with a new or amended engagement letter and schedules.
- 1.2. A quotation for our services will be communicated under separate cover.



2. LIMITATION OF LIABILITY

- 2.1. We will provide services as outlined in this letter with reasonable care and skill. Our liability to you is limited to losses, damages, costs and expenses caused by our negligence or wilful default. However, to the fullest extent permitted by law, we will not be responsible for any losses, [penalties, surcharges, interest or additional tax liabilities] if you or others supply incorrect or incomplete information, or fail to supply any appropriate information or if you fail to act on our advice or respond promptly to communications from us [or the tax authorities].
- 2.2. You will not hold us [our] [principal][s] [director][s] [and staff], responsible, to the fullest extent permitted by law, for any loss suffered by you arising from any misrepresentation (intentional or unintentional) supplied to us orally or in writing in connection with this agreement. You have agreed that you will not bring any claim in connection with services we provide to you against any of our partners or employees personally.
- 2.3. Unless there is a legal or regulatory requirement to do so, our work is not 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.

3. COMMUNICATING WITH YOU

- 3.1. We will communicate with _____ in relation to [your] [the] [company's] [partnership's, accounting tax and other affairs, having agreed with you that [s]he will represent [you] [the] [company] [partnership]

4. AGREEMENT OF TERMS

4.1. Data Protection

4.1.1. We are committed to ensuring the protection of the privacy and security of any personal data which we process. Your attention is drawn to clause [7] of the attached terms of business which details how we treat personal data received by us in the provision of our services during our engagement with you. By signing this letter, you confirm that you have read and understood clause [7] and any privacy notice referred to therein.

4.2. Period of engagement

4.2.1. This engagement will start [on ... [with] [your] [the] [partnership's] [company's] [accounting period ending on] [tax year ending] [VAT period ending] [payroll month ending].

4.2.2. [We will also deal with matters arising in earlier years as appropriate.] [We will not be responsible for earlier years.] [Your] [The company's] previous advisers, will deal with outstanding matters relating to earlier periods.]

4.2.3. This letter supersedes any previous engagement letter for the period covered. Once agreed, this letter will remain effective from the date of signature until it is replaced. You or we may agree to vary or terminate our authority to act on your behalf at any time without penalty. Notice of variation or termination must be given in writing.

4.3. Confirmation of your agreement

4.3.1. This letter, together with the attached schedules, constitutes the entire contract between us and any proposed variations or termination must be given in writing.

4.3.2. The terms set out in this letter shall take effect immediately upon your countersigning this letter and returning it to us. If we are instructed to start work before receiving a signed copy of this letter we will treat that as acceptance of all the terms of this engagement letter, unless we hear from you to the contrary within 14 days of you giving that instruction. You or we may agree to vary or terminate our authority to act on your behalf at any time without penalty.

4.3.3. Please confirm your agreement to the terms of this letter and the attached terms of business by signing and returning the appointment acceptance below, together with a copy of this letter. If this letter and the attached terms of business are not in accordance with your understanding of our terms of appointment, please let us know. [

5. CONSUMER CANCELLATION RIGHTS

5.1. Right to cancel

5.1.1. You have the right to cancel within 14 days without giving any reason. The cancellation period will expire after 14 days from the date you enter into the contract.

5.1.2. 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, fax or email). You may use the attached cancellation form, but it is not obligatory. You may also electronically fill in and submit the model cancellation form or any other clear statement on our website at SteveAstbury.com If you use this option, we will acknowledge receipt of such a cancellation by sending you an email without delay.]

5.1.3. To meet the cancellation deadline, it is sufficient for you to send your communication before the cancellation period expires.

5.2. Effect of cancellation

5.2.1. If you cancel this contract, we will reimburse you for all payments received from you. We will make the reimbursement without undue delay, and not later than 14 days from the day on which we are informed about your decision to cancel the engagement. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

5.3. Commencement of services

5.3.1. We will not begin work on the attached schedules[s] of services before the expiry of the cancellation period unless you specifically instruct us to do so. You may do this by ticking the box below your signature.

5.3.2. If, during the cancellation period, you asked us in writing to begin the performance of our services and then cancelled, you will pay us a proportional amount for our services performed up to the date of your cancellation, compared with the total amount for the whole assignment.

Terms of business

Professional rules

Our firm is governed by the Bye-laws, regulations and ethical guidelines of the Institute of Chartered Accountants in England and Wales. Our terms of engagement with your company are based on the fact that we shall, at all times, act in accordance with such Bye-laws, regulations and ethical guidelines.

Retention of records

During the course of our work we shall request documentation and other information from you. At the conclusion of our work we shall return to you the originals of any documentation that you have given to us. You should ensure that this documentation is retained for the period required by statute or other regulations.

Client monies

If at any time we hold money on your behalf, such money shall be held on trust in a designated client bank account, such account being separate from our firm's funds. The operation of this account shall comply with the Clients' Money Regulations of the Institute of Chartered Accountants in England and Wales.

Commission

Should our firm be in receipt of or entitled to any commissions or other benefits from third parties that arise in respect of work carried out on your behalf, we shall notify you in writing of the amount and terms of payment in relation to such commissions and benefits. Under the terms of this engagement letter, you give your consent that these commissions are to be retained by this firm.

Conflicts of interest and independence

Subject to our agreement relating to confidentiality (see below), you have agreed that we may act for any other client whose interests are, or may be, adverse to ours. Should we, at any time, become aware of any

conflict of interest between the work we carry out for you and the work we carry out for others, we shall notify you immediately.

Confidentiality

If, during the course of our work, you supply us with confidential information, we shall at all times ensure that such information is kept confidential save so far as we are required by law or other regulations to disclose such information. We shall use our best endeavours to keep such information confidential after the termination of this engagement.

Data Protection Act 1998

During the course of our work we may obtain, use, process and disclose personal data held by your company. We confirm that, when processing such data on your behalf we shall at all times comply with the relevant provisions of the Data Protection Act 1998.

Money laundering

In common with all accountancy and legal practices, our firm is required by the Serious Organised Crime and Police Act 2005 (SOCPA) and the Money Laundering Regulations 2007 to:

- maintain identification procedures for all new clients;
- maintain records of identification evidence; and
- report, in accordance with the relevant legislation and regulations, to the National Criminal Intelligence Service.

Practice Assurance

This firm is a member of the Practice Assurance scheme operated by the Institute of Chartered Accountants in England and Wales. In order to maintain a quality service to our clients, a sample of client files will be reviewed periodically by an independent party. All reviewers are subject to the same conditions of confidentiality as attach to this firm.

Providing the best service

We aim to provide you with a fully satisfactory service at all times. If, at any time, you are dissatisfied with our service, we would ask you to contact Steve Astbury. We undertake to look into complaints promptly and to do what we can to resolve the position. If you are still not satisfied you may, of course, take up the matter with the Institute of Chartered Accountants in England and Wales.

Communication

In relation to the work we carry out for you, we shall communicate at all times with Sara & John Waddington and you have agreed that this person will represent your company.

Provision of Services Regulations 2009

In accordance with the disclosure requirements of the Provision of Services Regulations 2009, our professional indemnity insurer is Brit Insurance Ltd, of 55 Bishopsgate, London, EC2N 3AS. 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 bought in any court in the United States of America or Canada.

We comply with the above regulation by displaying the required details of our Professional Indemnity Insurance in each of our offices.

Contracts (Rights of Third Parties) Act 1999

No term of this agreement may be enforced under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this agreement. However, any right or remedy of any person that exists or is available otherwise than pursuant to that Act shall not be affected by this clause.

Fees

We compute our fees according to the time spent on your affairs by our principals and staff and the levels of skill and responsibility involved. We shall bill our fees upon completion of our services and our fees will be due on presentation of our bill.

If we carry out any additional work, above and beyond that outlined in this letter, we shall inform you in advance of commencing this work. As this work will involve additional fees we would advise you that it is in the interests of your company to ensure that all your records are completed to the agreed stage.

Applicable law

This engagement letter shall be governed by, and construed in accordance with, English law. The Courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this engagement letter and any matter arising from it. Each party irrevocably revokes any right it may have to object to an 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.

Agreement of terms

This engagement will commence on 19th June 2014. We will deal with all matters relating to periods prior to the commencement of this engagement, but we will not be responsible for any work carried out by previous advisers.

This letter supersedes any other existing engagement letter relating to the same period. Once it has been agreed, this letter will remain effective until it is replaced. We shall be grateful if you could confirm in writing your agreement to these terms by signing and returning the enclosed copy of this letter, or let us know if they are not in accordance with your understanding of our terms of engagement.

Yours sincerely

Steve Astbury or Clare Smith

Steve Astbury Ltd or Steve Astbury & Partners Ltd

9 Manchester Road, Heywood,
O110 2DZ

01706 621351.....

APPOINTMENT ACCEPTANCE

[I] [We] acknowledge receipt of your engagement letter, a copy of which is attached, and we agree to the letter and the attached schedules[s] of services which, together with the terms of business, fully record the agreement between us concerning your appointment to carry out the work described in the schedule[s].

Name..... Signed Date
[Director] [Member] [Partner]

Name..... Signed Date
[Director] [Member] [Partner]

[For and on behalf of] [Limited] [LLP]

I hereby instruct you to begin providing the attached schedules[s] of services before the expiry of the cancellation period

CANCELLATION FORM

To Steve Astbury Ltd and/or Steve Astbury & Partners Ltd of
9 Manchester Road, Heywood, Lancashire, OL10 2DZ

I hereby give notice that I cancel my engagement with you for the following service(s):

.....

Client's name

Address

Signature (if on paper)

Date