

Client terms of business for Carter Collins & Myer Limited and CCM Ward Grover Limited referred to hereafter as "CCM"

Applicable law and dispute resolution

These terms of business, together with the schedule(s) of services we have agreed with you, are governed by, and should be construed in accordance with, English law. Each party agrees that the Courts of England will have exclusive jurisdiction in relation to any claim, dispute or difference concerning terms of business and any matter arising from it.

Each party irrevocably waives any right to object to any action being brought in those Courts, to claim that the action has been brought in an inappropriate forum, or to claim that those Courts do not have jurisdiction.

The parties agree that, in the event of a dispute or alleged breach, they will work together in good faith to resolve the matter internally and then, if necessary, to use a mutually agreed alternative dispute resolution technique prior to resorting to litigation.

Interpretation

If any provision of these terms of business or schedule(s) of services is held to be void, then that provision will be deemed not to form part of this contract. In the event of any conflict between these terms of business or schedule(s) of services, the relevant provision in these terms of business or schedule(s) of services will take precedence.

Client identification

We are required to identify our clients for the purposes of the UK anti-money laundering legislation. We may request from you, and retain, and you will provide to us, such information and documentation as we require for these purposes, and you authorise us to make searches of appropriate databases.

Period of engagement and termination

Unless otherwise agreed, our work will begin when we receive your implicit or explicit acceptance of our terms of business either in writing or verbally. Should you not return a signed agreement to us, your continuing instructions will, in any event, indicate your agreement to be bound by these terms of business and schedule(s) of services. Except as stated formally by us, we will not be responsible for any work done or advice given before the date we receive your implicit or explicit acceptance of our terms of business.

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

In the event of early termination of this engagement, our fees will include time and other costs necessarily incurred to bring the engagement to an orderly conclusion.

We reserve the right to levy a charge for providing access to our working papers to a successor firm, either where we are legally obliged to do so or at your specific request.

Should we resign or be requested to resign, we may issue a disengagement letter to ensure that our respective responsibilities are clear. Should we have no contact with you for a period of twelve months or more, we may issue to your last known address a disengagement letter and thereby cease to act.

Professional rules and statutory obligations

We will observe and act in accordance with the regulations and ethical guidelines of our various professional institutes and associations and will accept instructions to act for you on this basis.

If our work on this engagement would require us to act in contravention of such regulations or ethical guidelines, we will be entitled to cease work, and we will not be liable to you or any other person for any breach of contract, or any other losses you or others may suffer as a consequence.

Conflicts of interest

We will inform you if we become aware of any conflict of interest in our relationship with you, or in our relationship with you and another client.

If there is a conflict of interest that is capable of being addressed successfully by the adoption of suitable safeguards to protect your interests, we will adopt those safeguards.

Where possible, this will be done on the basis of your informed consent.

Where conflicts are identified which cannot be managed in a way that protects your interests, we regret that we may be unable to provide further services while the conflict continues.

We reserve the right to act for other clients whose interests are not the same as, or are adverse to, yours, subject to the obligations of confidentiality referred to below.

Confidentiality

Communication between us is confidential, and we shall take all reasonable steps to keep your information confidential, except where we are required to disclose it by law, by regulatory bodies, by HM Revenue & Customs, by our insurers or as part of an external quality control review. Unless we are authorised by you to disclose information on your behalf, this undertaking will apply during and after this engagement.

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

You agree that we may discuss your affairs openly with any other of your advisors unless you expressly instruct us to the contrary.

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

We may occasionally need to make available certain of your data held on our systems to our software suppliers in order to resolve processing problems that we may encounter. You authorise us to disclose to our software suppliers such information and data that we hold in order that they may investigate and rectify any problems we have experienced with your data during its processing, unless you expressly instruct us to the contrary.

Data Protection

We confirm that we will comply with the provisions of the Data Protection Act 1998 when processing personal data about you and those connected with you in relation to this engagement. For the purposes of the Data Protection Act 1998, the Data Controller in relation to personal data supplied about you is Robert Newman.

In order to carry out the services of this engagement, and for related purposes such as updating and enhancing our client records, analysis for management purposes and

statutory returns, legal and regulatory compliance and crime prevention, we may obtain, process, use and disclose personal data about you. Under data protection legislation, you have a right of access to the personal data that we hold about you.

General Data Protection Regulation

[The new General Data Protection Regulation \(GDPR\) comes into force on 25 May 2018. Our statement on GDPR Compliance can be found here](#)

Electronic and other communication

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

Electronic communication is not totally secure, and we do not accept liability for damage or loss caused by viruses, nor for communications which are corrupted or altered after despatch. We do not accept any liability for problems or accidental errors relating to this means of communication, especially in relation to commercially sensitive material. If you do not wish to accept these risks, please let us know and we will communicate by letter, 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 on which the document was sent.

Fees and payment terms

Our fees will normally be based not only upon the time spent on your affairs, but also on the level of skill and responsibility, the importance and value of the advice that we provide, and the level of risk involved. It is our normal practice to issue requests for payment where applicable, and VAT invoices will be issued once payment has been received.

Unless it is explicitly confirmed in writing to be a fixed price, if we provide you with an estimate of our fees for any specific work, the estimate will not be contractually binding.

If it becomes apparent to us that, due to unforeseen circumstances, a fee estimate is inadequate, we reserve the right to revise the fee estimate.

It is our normal practice to issue interim requests for payment when dealing with continuous or recurring work. It is also our normal practice to ask clients to pay by monthly direct debit and to periodically adjust the monthly payment by reference to actual billings.

VAT invoices will then be issued once payment has been received.

We reserve the right to charge interest on late paid invoices at the rate of 8% above bank base rates under the Late Payment of Commercial Debts (Interest) Act 1998. We also reserve the right to suspend our services or to cease to act for you on giving written notice if payment of any fees is unduly delayed. We intend to exercise these rights only where it is fair and reasonable to do so.

If you do not accept that an invoiced fee is fair and reasonable you must notify us within 21 days of receipt, failing which you will be deemed to have accepted that payment is due. If a client company, trust or other entity is unable or unwilling to settle our fees we reserve the right to seek payment from the individual (or parent company) giving us instructions on behalf of the client and you agree that we shall be entitled to enforce any sums due against the Group Company or individual nominated to act for you.

In the case of a dispute over the level of fees charged we reserve the right to require that the matter is dealt with through arbitration.

Our requests for payment are due for settlement on presentation, unless we have agreed other payment arrangements in writing.

Our fees are exclusive of VAT, which will be added where it is chargeable.

Any disbursements we incur on your behalf, and expenses incurred in the course of carrying out our work for you, will be added to our requests for payment where appropriate. Unless otherwise agreed, our fees do not include any third party, counsel or other professional fees.

In signing the engagement letter, the person or persons so doing confirm that they have authority to bind the entity to which the letter is addressed to the terms of the engagement.

Where that is not the case, we reserve the right to seek payment from the person or persons signing the letter, and you agree that we shall be entitled to enforce any such sums due against the individual or entity nominated to act for you.

Tax Fee Protection & GDPR Protection

You agree to be auto enrolled in our Tax Fee Protection cover programme and our General Data Protection Regulation (GDPR) cover programme.

An application for payment will be sent to you each year together with 2 reminders. If you don't want to join our cover please tell us in writing.

If we receive a written request not to be auto enrolled or we do not receive payment of our application for payment within 6 months of issue, you will not be covered for either protection scheme and will need to pay separately for those services at standard costs if you are subject to a tax enquiry or enquiry by the data commissioner.

Commissions and other benefits

In some circumstances, we may receive commissions or other benefits for introductions to other professionals, or in respect of transactions which we arrange for you. Where this happens, we will notify you in writing of the amount and terms of payment, and receipt of any such commissions or benefits.

The same will apply where the payment is made to, or the transactions are arranged by, a person or business connected with ours. The fees you would otherwise pay will not normally be reduced by the amount of the commissions or benefits.

Where, exceptionally, we do reduce the fees that we would otherwise charge by the amount of commission retained, we will apply the HMRC concession which allows VAT to be calculated on the net fee after deduction of the commission.

Client money

We may, from time to time, hold money on your behalf. Such money will be held in trust in a non-interest bearing client bank account with Lloyds Bank Plc (or such other bank as we may choose from time to time), which is segregated from the Firm's funds.

We will inform you in writing if we use a bank other than Lloyds Bank Plc. You accept responsibility for the security of the money so held, and we will not be responsible to you for

such money if the bank in question is unable to meet its responsibilities. If you wish us to use another bank, you must instruct us accordingly, and you will be responsible for any additional costs that may result.

Any charges rendered by the bank on the operation of the general client bank account relating to the money held in that account on your behalf, or on a separate client bank account designated to you, will be deducted as incurred.

Reliance on advice

We will endeavour to record all advice on important matters in writing. It may not be possible for you to demonstrate that you have relied on advice that is only given orally. Therefore, if we provide oral advice (for example during the course of a meeting or a telephone conversation) and you wish to be certain that you can demonstrate that you have received such advice, you must ask for the advice to be confirmed by us in writing.

Implementation

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

Intellectual property rights

We will retain all copyright in any document prepared by us during the course of carrying out the engagement, save where the law specifically provides otherwise.

Nothing in these terms of business or schedule(s) of services shall be construed so as to prevent CCM from using techniques, expertise and ideas gained during the performance of the engagement in the furtherance of other client work.

Internal disputes within a client

In this clause:

"Entity" means the client where the client is other than a sole individual;

"the Parties" means the individual(s) or other entity (or entities) who comprise the client, or are involved in the ownership or management of the client, and "Party" shall be construed accordingly; and

"the Main Contact" means the Party or Parties from whom we normally accept instructions in relation to the Entity.

If we become aware of a dispute between the Parties, it will normally be the case that our client is the Entity rather than any particular Party. Consequently, we will not provide information or services to one Party without the express knowledge and permission of all Parties.

Unless otherwise agreed by all Parties, we will continue to supply information to the normal contact address of the Entity for the attention of the Main Contact.

If we receive conflicting advice, information or instructions from different Parties, we will refer the matter back to the Main Contact as appropriate, and take no further action until the Main Contact has instructed us as to the action to be taken.

Investment advice

If, during the provision of professional services to you, you need advice on investments, we will refer you to someone who is authorised by the Financial Conduct Authority, as we are not. However, we may be able to provide certain investment services that are complementary to, or arise out of, the professional services we are providing to you.

We may therefore be able to:

- advise you on investments generally, but not recommend a particular investment or type of investment;
- refer you to a Permitted Third Party (PTP) (an independent firm authorised by the FCA), and assist you and the PTP during the course of any advice given by that party and comment on, or explain, the advice received (but not make alternative recommendations). The PTP will issue you with his own terms and conditions letter, will be remunerated separately for his services and will take full responsibility for compliance with the requirements of the Financial Services and Markets Act 2000;
- advise you in connection with the disposal of an investment, other than your rights in a pension policy or scheme;
- advise and assist you in transactions concerning shares or other securities or other securities not quoted on a recognised exchange;
- assist you in making arrangements for transactions in investments in certain circumstances; and
- manage investments or act as trustee (or an attorney under a power of attorney) where decisions to invest are taken on advice of an authorised person.

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 offer documents etc.

Exclusion of liability

We will not be responsible for any losses arising from the supply by you or others of incorrect or incomplete information, or your or others' failure to supply any appropriate information, or your failure to act on our advice or respond promptly to communications from us.

You agree to hold harmless and indemnify us, our members, partners, employees, agents and consultants against any misrepresentation (intentional or unintentional) supplied by you to us orally, or in writing, in connection with any engagement or service we undertake.

To the maximum extent possible under law, we will not be responsible or liable for any loss, damage or expense incurred or sustained if information material to the service we are providing is withheld or concealed from us, or misrepresented to us.

This applies equally to fraudulent acts, misrepresentation or wilful default on the part of any party to the transaction, and their directors, officers, employees, agents or advisers.

This exclusion shall not apply where such misrepresentation, withholding or concealment is or should (in carrying out the procedures which we have agreed to perform with reasonable care and skill) have been evident to us without further enquiry.

Neither we nor you will be liable to the other for the effect of any delay or total or partial failure to fulfil relevant duties and obligations under the engagement to the extent that any delay or failure arises from causes beyond our and your control including, but not limited to, any act of God, fire, act of Government or war, commotion, insurrection, embargo, prevention from or hindrance in obtaining any raw materials, energy or other supplies, labour disputes or whatever nature or any other reason beyond our and your control.

If such reasons continue to prevent performance of either party's duties and obligations for a period of more than 60 days, the parties shall consult together for the purpose of agreeing what action should be taken.

Exclusion of liability to third parties

The advice and information we provide to you as part of our service is for your sole use, and not for any third party to whom you may communicate it, unless we have expressly agreed in writing that a specified third party may rely on our work.

We accept no responsibility to third parties, including any group company to whom our work is not addressed, for any advice, information or material produced as part of our work for you which you make available to them.

A party to this agreement is the only person who has the right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

In the event that we find ourselves subject to a claim from another party arising out of this engagement (other than as a result of our own negligence or wilful default), any claim established against us, and the costs we necessarily incur in defending it, would form part of the expenses we would look to recover from you.

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.

Retention of papers

You have a legal responsibility to retain documents and records relevant to your affairs for the relevant statutory period. During the course of our work, we may collect information from you and others relevant to your affairs. We will return any original documents to you if requested, on the understanding that you will retain them for the relevant statutory period. Whilst certain documents may legally belong to you, we may destroy correspondence and other papers that we store, electronically or otherwise, which are more than 7 years old. You must tell us, in writing, if you require the return of any specific documents, or the retention of them for a longer period.

Lien

Insofar as we are permitted to by law or 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, including any relevant interest, are paid in full.

Employees

Our employees are allocated to work on your affairs on the understanding that you will not offer employment to, nor employ, any of our employees who have either been involved during our assignment, or with whom you have been dealing in any other capacity, unless our written consent is obtained. If such consent is given, we reserve the right to invoice you 30% (plus VAT) of the annual salary of the employee.

Quality of service

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 Andrew Barker.

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 Marc N'Neil.

Money Laundering Regulations 2007

In accordance with the Proceeds of Crime Act 2002 and Money Laundering Regulations 2007 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).

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.

As a specific requirement of the Money Laundering Regulations we may require you to produce evidence of identity. Copies of such records will be maintained by us for a period of at least five years after we cease to act for the business.

As with other professional services firms, we are required to identify our clients for the purposes of the UK anti-money laundering legislation. We may request from you, and retain, such information and documentation as we require for these purposes and/or make searches of appropriate databases.

Assignment of contract

No party to this engagement shall assign, transfer, sub-contract or in any way make over to a third party the benefit and/or burden of this Contract without prior written consent of all other parties. However, this does not prevent us from sub-contracting our services in accordance with section 7 of these terms of business.

Delay in enforcement of terms

The delay or failure by any party to exercise or enforce any of its rights under this engagement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

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

Where this engagement is with a private individual, we confirm that, where the Regulations apply, we have complied with the provisions of Regulations 9 to 14 and Regulation 16.

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