

BARKER & CO
Chartered Accountants
Watling Offices
Smockington Lane
Wolvey
Hinckley
Leicestershire
LE10 3AY

Telephone: 01788 833760
e.mail: reception@barkersaccountants.co.uk

TERMS OF BUSINESS (as at 1st April 2023)

"Barker & Co" is the trading style of Barkers Accountants Limited. Company Registration No. 07553257. The firm is registered to carry out audit work in the UK by the Institute of Chartered Accountants of England and Wales. Details regarding our audit registration can be viewed at www.auditregister.org.uk under reference C002821175.

The following "Terms of Business" apply to all engagements accepted by Barker & Co. All work is carried out under these Terms except where changes are expressly agreed in writing.

1.0 Professional rules and practice guidelines

- 1.1 We shall observe the bye-laws, regulations and ethical guidelines of the Institute of Chartered Accountants in England and Wales and accept instructions to act for you on the basis that we shall act in accordance with them. You can see copies of these requirements in our office. The requirements are also available on the internet at www.icaew.co.uk/membershandbook.
- 1.2 We confirm that we are Statutory Auditors eligible to conduct audits under the Companies Act 2006. When conducting audit work we are required to comply with the FRC Ethical Standard and the International Standards on Auditing (UK) which can be accessed on the internet at <https://www.frc.org/Our-Work/Audit-and-Actuarial-Regulation/Audit-and-assurance/Standards-and-guidance.aspx>.
- 1.3 In accordance with the requirements of the Provision of Services Regulations 2009, our professional Indemnity insurer is HCC International Insurance Company PLC of Walsingham House, 35 Seething Lane, London EC3N 4AH. The territorial coverage is worldwide, excluding professional business carried out from an office in the United States of America, its territories and possessions or Canada and excludes any action for a claim in any court in the United States of America, its territories and possessions or Canada.

2.0 Investment advice

- 2.1 If during the provision of professional services to you, you need advice on investments, we may have to refer you to someone who is authorised by the Financial Conduct Authority, as we are not. We believe it is important to ensure that our Clients have available to them investment advice which is both **expert and independent** and which is uninfluenced by any "tie". We normally achieve this by working in conjunction with a locally based firm that is listed on the Financial Services Register and is authorised by the Financial Conduct Authority to provide such specialist advice.

We ourselves (because we are regulated by the Institute of Chartered Accountants in England and Wales, as a designated professional body (DPB) under reference 012187 for the purposes of the Financial Services and Market Act 2000) may be able to provide certain investment services that are complementary to, or arise out of, the professional services we are providing to you.

- 2.2 Such assistance may include the following:

- (a) advising you on investments generally, but not recommending a particular investment or type of investment;

- (b) referring you to a Permitted Third Party (PTP) (an independent firm authorised by the FCA) and the authorised third party during the course of any advice given by that party. This may include comment on, or explanation of, the advice received (but we will not make alternative recommendations). The PTP will issue you with their own terms and conditions letter, will be remunerated separately for their services and will take full responsibility for compliance with the requirements of the Financial Services and Markets Act 2000.

We are able to provide clients with names of various Independent Financial Advisors (IFA's) leaving the client to contact their selected IFA. Barker & Co do not instigate client introductions to such businesses. We shall be happy to liaise with any firm authorised by the Financial Conduct Authority of your choosing. The Financial Services Register can be found at www.fca.org.uk/register.

- 2.3 We may also, on the understanding that the shares or other securities of the company are not publicly traded:

- (a) advise the company, existing or prospective shareholders in relation to exercising rights, taking benefits or share options valuation and methods;
- (b) arrange any agreements in connection with the issue, sale or transfer of the company's shares or other securities;
- (c) arrange for the issue of the new shares; and
- (d) act as the addressee to receive confirmation of acceptance of other documents etc.

3.0 Commissions or other benefits

- 3.1 In some circumstances, commissions or other benefits may become payable to us or one or our associates in respect of transactions we or such associates arrange for you. If this happens we will notify you in writing of the amount and terms of payment. The nature of the engagement and professional judgement would determine the frequency and detail required to ensure compliance with our Code of Ethics. The fees that would be otherwise payable by you will not be abated by such amounts. When we 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. By signing this engagement letter, you consent to such commission or other benefits being retained by us or, as the case may be, by our associates, without our, or their, being liable to account to you for any such amounts.

4.0 Clients' money regulations

- 4.1 We may, from time to time, hold money on your behalf. The 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' Money Regulations of the Institute of Chartered Accountants in England and Wales.
- 4.2 All client monies will be held in an interest-bearing account with The Royal Bank of Scotland, Client Account No. 10299166 (Sort Code 16-31-26). To avoid excessive administration, interest will only be paid to you where the amount earned on the balances held on your behalf in any calendar year exceeds £25.00. If the total sum of money held on your behalf exceeds £10,000.00 and is or will be held for 30 days or more, then we shall put the money in a designated interest-bearing client bank account and pay the interest to you. Subject to any tax legislation, interest will be paid gross.
- 4.3 Where funds are received which are clearly client's monies but the client to whom such funds should be allocated is not identifiable, said funds will be held in the Client Account pending reasonable enquiries as to whom they belong for a period of five years.

- 4.4 Where funds are held in our Client Account for you but despite our reasonable efforts to locate and contact you, we shall hold said funds in our Client Account for a period of five years.
- 4.5 Where funds referred to in 4.3 and 4.4 above have remained unclaimed for the stated period, such funds will be given to a suitable charitable organisation. Should such funds be in excess of £10,000 we will seek an indemnity from the recipient charity for any subsequent claims.
- 4.6 It is our policy not to allow cash sums in excess of £500 to be deposited in, or withdrawn from, our clients account on your behalf in any 12 month period.
- 4.7 Where we have to pay money to you it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.
- 4.8 Where sufficient funds belonging to you are held in the Client Account amounts due to us may be deducted unless otherwise agreed.

5.0 Retention of records

- 5.1 During our work we shall collect information from you and others acting on your behalf and shall return any original documents to you if requested to do so, following preparation of your accounts/tax return. You should retain them for 6 years from the 31 January following the end of the accounting/tax year. This period can be extended if the H M Revenue & Customs enquire into your accounts/tax return.
- 5.2 Whilst certain documents may legally belong to you, unless you tell us not to, we intend to destroy correspondence and other papers that are more than ten years old, except documents we think may be of continuing significance. You must tell us if you wish us to keep any specific document. Once we have ceased to act for you in respect of your accounts/tax returns we will destroy our records after five years. You must tell us if you wish us to keep any documents for any longer period.
- 5.3 Storage is on the clear understanding that we have the right to destroy your file after such period as we consider reasonable or to make a charge for storage if we ask you to collect your papers and you fail to do so.
- 5.4 If we retrieve papers or documents from storage in relation to continuing or new instructions, we shall not charge you. If however you request us to retrieve your file of papers from storage for the purpose of obtaining information previously provided or which involves us reading your file or copying documents from your file then a minimum charge of £25.00 plus VAT will normally be payable.

6.0 Conflicts of interest and independence

- 6.1 We reserve the right to act during our engagement with you for other clients whose interests are or may be adverse to yours, subject to 7 below. Where we are unable to successfully manage such conflicts we will inform you promptly.
- 6.2 We confirm that we shall notify you immediately should we become aware of any conflict of interest involving us and affecting you.

7.0 DATA PROTECTION - Data Protection Act 2018 (UK GDPR)

- 7.1 In this clause the following definitions shall apply:

‘client personal data’ means any personal data provided to us by you, or on your behalf, for the purpose of providing our services to you, pursuant to our engagement letter with you.

‘data protection legislation’ means all applicable privacy and data protection legislation and regulations including DPPEC, the GDPR and any applicable national laws, regulations and secondary legislation in the UK relating to the processing of personal data and the privacy of electronic communications, as amended, replaced or updated from time to time.

DPPEC means the Data Protection Privacy & Electronic Communications.

- 7.2 We shall each be considered an independent data controller in relation to the client personal data. Each of us will comply with all requirements and obligations applicable to us under the data protection legislation in respect of the client personal data.
- 7.3 You shall only disclose client personal data to us where:
- (i) you have provided the necessary information to the relevant data subjects regarding its use. You may use or refer to our privacy notice available at www.barkersaccountants.co.uk.
 - (ii) you have a lawful basis upon which to do so, which, in the absence of any other lawful basis, shall be with the relevant data subject's consent; and
 - (iii) you have complied with the necessary requirements under the data protection legislation to enable you to do so.
- 7.4 Should you require any further details regarding our treatment of personal data, please contact our data protection manager Carol Mort.
- 7.5 We shall only process the client personal data:
- (i) in order to provide our services to you and perform any other obligations in accordance with our engagement with you;
 - (ii) in order to comply with our legal or regulatory obligations; and
 - (iii) where it is necessary for the purposes of our legitimate interests and those interests are not overridden by the data subjects' own privacy rights. Our privacy notice (available at www.barkersaccountants.co.uk contains further details as to how we may process client personal data).
- 7.6 For the purpose of providing our services to you, pursuant to our engagement letter, we may disclose the client personal data to members of our firm our regulatory bodies or other third parties (for example, our professional advisors or service providers). The third parties to whom we disclose such personal data may be located outside the UK. We will only disclose client personal data to a third party (including a third party outside of the UK) provided that the transfer is undertaken in compliance with the data protection legislation.
- 7.7 We shall maintain commercially reasonable and appropriate security measures, including administrative, physical and technical safeguards, to protect against unauthorised or unlawful processing of the client personal data and against accidental loss or destruction of, or damage to, the client personal data.
- 7.8 In respect of the client data, provided that we are legally permitted to do so, we shall promptly notify you in the event that:
- (a) we receive a request, complaint or any adverse correspondence from or on behalf of a relevant data subject, to exercise their data subject rights under the data protection legislation or in respect of our processing of their personal data.
 - (b) we are served with an information, enforcement or assessment notice (of any similar notices), or receive any other material communication in respect of our processing of the client personal data from a supervisory authority as defined in the data protection legislation (for example in the UK, the Information Commissioner's Officer); or
 - (c) we reasonably believe that there has been any incident which resulted in the accidental or unauthorised access to, or destruction, loss, unauthorised disclosure or alteration of, the client personal data.

- 7.9 Upon the reasonable request of the other, we shall each co-operate with the other and take such reasonable commercial steps or provide such information as it necessary to enable each of us to comply with the data protection legislation in respect of the services provided to you in accordance with our engagement letter with you in relation to those services.

8.0 Provision of cloud-based services

- 8.1 Where the firm provides accounting software in the Cloud, this will be provided by a third party (the 'Cloud Supplier'). The third party has signed a confidentiality agreement with the firm to ensure compliance with the relevant clauses in our standard terms of business, in particular, Fees and payment terms (20), Electronic communications (9), and Data protection (7).
- 8.2 The service provided by the Cloud Supplier will be a discrete web based hosted facility, and you agree that access will also be provided to the firm and the third party.
- 8.3 The firm cannot be held liable for any interruption of service provided by the Cloud Supplier. However, we will liaise with them regarding resumption of a normal service as soon as possible.

9.0 Communicating with you

- 9.1 We will endeavour to communicate with you by whichever method you prefer - i.e. mail, e.mail, telephone and text messaging.
- 9.2 We may communicate with you by e.mail. As with other means of delivery this carries with it the risk of inadvertent misdirection or non-delivery. The recipient is responsible for carrying out a virus check on attachments.
- 9.3 Internet communications are capable of data corruption and therefore we do not accept any responsibility for changes to such communications after their despatch. It may therefore be inappropriate to rely upon advice contained within an e.mail without obtaining written confirmation of it. We do not accept responsibility for any errors or problems that may arise through the use of internet communication and all risks connected with sending you sensitive information relating to you or your business are borne by you. If you do not agree to accept this risk, you should notify us in writing that e.mail is not an acceptable means of communication.

10.0 Client Identification

- 10.1 In common with all accountancy and legal practices the firm is required by the Proceeds of Crime Act 2002 and the Money Laundering, Terrorist Financing and Transfer of Funds Regulations 2017 to comply with this legislation.
- 10.2 If you undertake business that requires you to be supervised by an appropriate supervisory authority to Follow anti-money laundering regulations including if you accept or make a high value cash payments of €10,000 or more (or equivalent in any currency) in exchange for goods you should inform us.
- 10.3 As a consequence of this legislation, we are required to clarify the identity of all clients. In order to comply, we may make searches of appropriate data bases and/or request proof of identity for all new clients and for existing clients from time to time. Proof of identity would normally comprise one document from List 1 and one document from List 2 (below). (These should be the documents relating to the board directors if we are instructed to act for a limited company):

List 1

- Current valid full passport
- National identity card or resident's permit
- Current photocard driving licence
- Firearms certificate
- HM Revenue & Customs tax notification

List 2

- A utility or local authority council tax bill dated within the last 3 months
- A bank/building society statement dated within the last 3 months
- Mortgage statement dated within the last 3 months
- Current driving licence (not if used in the list above)
- Local council rent card or tenancy agreement

10.4 We are required to see the original documents and make photocopies for the file. If you cannot provide us with the specific identification required, please contact us as soon as possible to discuss other ways to verify your identity.

10.5 We are professionally and legally obliged to keep your affairs confidential. However, accountants may be required by statute to make a disclosure to the National Crime Agency where they know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your affairs, we may not be able to tell you that a disclosure has been made. We may have to stop working for you for a period of time and may not be able to tell you why.

11.0 Quality control

11.1 As part of our ongoing commitment to providing a quality service and to comply with our regulatory requirements, our files are periodically reviewed by an independent regulatory or quality controller. Our reviewers are highly experienced and professional people and, of course, are bound by the same rules for confidentiality as our principal and staff.

12.0 Implementation

12.1 We will only assist with implementation of our advice if specifically instructed.

13.0 Complaints

13.1 We are committed to providing a high quality of service at all times. If at any time you would like to discuss with us how we could improve our service, or if you are dissatisfied with the service you are receiving please let us know.

13.2 If we do not resolve the problem to your satisfaction please contact either Mrs. C. Dexter or Mrs. C. A. Mort who are responsible for Client Care.

13.3 We will acknowledge your complaint within 5 working days and will look into any complaint carefully and promptly. We will do all we can to explain the position to you. If we have given you a less than satisfactory service we undertake to do everything reasonable to put it right. If you are still not satisfied you may of course refer the matter to our Institute.

13.4 For consumer agreements, should we be unable to resolve your complaint you may also be able to refer your complaint to an alternative dispute resolution (ADR) provider to try and reach a resolution. We will provide details of an ADR provider if we cannot resolve your complaint using our internal procedures. This is in addition to your ability to complain to ICAEW.

13.5 We are not licensed or authorised for the reserved legal activity of non-contentious probate. Consequently, any work we do for you on closely aligned activities, such as estate administration or inheritance tax advice, will not be covered by the ICAEW/ACCA Probate Compensation Scheme, this service will not be covered by legal personal privilege and you will not have access to the Legal Ombudsman.

14.0 Contracts (Rights of Third Parties) Act 1999

- 14.1 Only someone who is a party to this Agreement has the right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. This clause does not affect any right or remedy that exists independently of the Act.
- 14.2 The advice we give you is for your sole use. We accept no responsibility to third parties for any aspect of our professional services or work that is made available to them.

15.0 Intellectual property rights

- 15.1 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.
- 15.2 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.

16.0 Interpretation

- 16.1 If any provision of our engagement letter or enclosed schedules is held to be void, then that provision will be deemed not to form part of our contract and the remainder of the agreement shall be interpreted as if such provision had never been inserted.
- 16.2 In the event of any conflict between these terms of business and the engagement letter or appendices, the relevant provision in the engagement letter or schedules will take precedence.

17.0 Internal disputes within a client business

- 17.1 If we become aware of a dispute between the parties who own or are in some way involved in the ownership and management of the business, it should be noted that our client is the business and we would 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 registered office/normal place of business for the attention of the directors/proprietors. If conflicting advice, information or instructions are received from different directors/principals in the business we will refer the matter back to the board of directors/the partnership and take no further action until the board/partnership has agreed the action taken.

18.0 Timing of our services

- 18.1 If you provide us with all information and explanations on a timely basis in accordance with our requirements, we will plan to undertake the work within a reasonable period of time in order to meet any regulatory deadlines. However, failure to complete our services prior to any such regulatory deadline would not, of itself, mean that we are liable for any penalty or additional costs arising.

19.0 Limitation of liability

- 19.1 We will provide our services with reasonable care and skill. Our liability to you is limited to losses, damages, costs and expenses directly caused by our negligence or wilful default.

19.2 Exclusion of liability for loss caused by others

We will not be liable if such losses, penalties, surcharges, interest or additional tax liabilities are caused by the acts or omissions of any other person or due to the provision to us of incomplete, misleading or false information or if they are caused by a failure to act on our advice or a failure to provide us with relevant information.

19.3 Exclusion of liability in relation to circumstances beyond our control

We will not be liable to you for any delay or failure to perform our obligations under this engagement letter if the delay or failure is caused by circumstances outside our reasonable control.

19.4 Exclusion of liability relating to the discovery of fraud etc.

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 beyond that which it would have been reasonable to us to have carried out in the circumstances.

19.5 Indemnity for unauthorised disclosure

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 or 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.

19.6 Limitation of aggregate liability

Where the engagement letter specifies an aggregate limit of liability, then that sum shall be the maximum aggregate liability of this company, its director, agents and employees to all persons to whom the engagement letter is addressed and also any other person that we have agreed with you may rely on our work. By signing the engagement letter you agree that you have given proper consideration to this limit and accept that it is reasonable in all the circumstances. If you do not wish to accept it you should contact us to discuss it before signing the engagement letter.

You have agreed that you will not bring any claim of a kind that is included within the subject of the limit against either our director or employees on a personal basis.

20.0 Fees and Payment Terms

20.1 Our fees are calculated on the basis of the time spent on your affairs. Time spent will include meetings with you and perhaps others; any time spent travelling; considering, preparing and working on papers; correspondence, and making and receiving telephone calls, facsimile transfers, e-mails and other electronic communications. Charging Out Rates (which depends on the levels of skill or responsibility involved) are usually reviewed annually on 1st May each year but may be reviewed at other times. Our fees will usually be invoiced annually or in some circumstances on the completion of an assignment and will be due when issued. Whilst normally we would only send you an invoice for our costs and expenses after the work is completed, we reserve the right to send you interim invoices on either a monthly or quarterly basis. Such invoices will be on account, with a final invoice being sent after completion of the work. Alternatively, to help you budget, we are able to provide interim invoicing for you at the intervals you request.

20.2 In respect of Disbursements (i.e. payments made by us on your behalf) we have no obligation to make any such payments, however when we do so the details will be included in our fees account and full reimbursement will be expected from you.

20.3 Routine letters written and received and routine telephone calls and other communications made and received will be charged as units of 10 minutes. Other letters and telephone calls will be charged on a time basis.

20.4 Payment is due to us within 30 days of our sending you an invoice, failing which we reserve the right to cease doing further work for you.

20.5 It is our policy not to accept payment of fees in cash for amounts in excess of £1,000.

20.6 If, for any reason, you request us not to complete the work, we shall charge you for the work done and expenses then incurred.

- 20.7 If we need to do work outside the responsibilities outlined in our Engagement Letter, we shall advise you in advance. This will involve additional fees. Accordingly it is in your interest to ensure that your records are completed to the agreed stage.
- 20.8 We reserve the right to charge interest on overdue accounts at the current rate under the Late Payment of Commercial Debts (Interest) Act 1998. We also reserve the right to suspend or terminate our engagement and cease acting if payment of any fees invoiced is unduly delayed.
- 20.9 In certain circumstances where invoices remain unpaid after the expiry of 60 days we may add a monthly Extended Credit Fee as provided for on our fee invoice.
- 20.10 If you have any query about your invoice, you should contact us straight away.
- 20.11 After completing work, we will be entitled to keep your papers and records while there is still money owed to us for fees and expenses.

21.0 Distance Selling

- 21.1 If we have not met with you, the Consumer Rights Regulations 2013 may apply. This means that you have the right to cancel your instructions to us within fourteen working days of receiving these Terms of Business. You can cancel your instruction by contacting the person responsible for your work by letter, telephone or e.mail.
- 21.2 We reserve the right to charge for any work undertaken prior to cancellation of your instructions.

22.0 Alternate arrangements

- 22.2 We are required under ICAEWs/ACCA's Client Money Regulations to appoint an alternate to administer the client bank account in the event of the death or incapacity of the principal. The alternate appointed by this firm is Lisa Knowles (MATT).

23.0 Applicable law

- 23.1 Our engagement with you is governed by, and interpreted in accordance with, English law. The Courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning our Engagement Letter and Terms of Business and any matter arising from them. 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 inconvenient forum, or to claim that those Courts do not have jurisdiction.

24.0 Termination of instructions

- 24.1 You may terminate your instructions to us in writing at any time but we shall be entitled to keep all of your papers and documents while there is money owing to us. Such a situation might arise where you possibly decide you cannot give us clear and proper instructions, or where you have lost confidence in our handling of your affairs.
- 24.2 We shall decide to stop acting for you only with good reason and on giving you reasonable notice.
- 24.3 If you or we decide that we are to stop acting for you, you will be required to pay our charges on the basis of the amount of work up to that point undertaken along with any expenses then incurred.

25.0 Agreement of Terms

- 25.1 You or we may 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.
- 25.2 If these Terms of Business are not in accordance with your understanding please let us know. In the absence of any notification in writing we shall assume that you have agreed the Terms set out above.
- 25.3 You should ensure that you keep your copy of these Terms or Business in a safe place for future reference.