

The following terms of business apply to all engagements accepted by Beever and Struthers. All work is carried out under these terms except where changes are expressly agreed in writing.

### Definitions

- Beever and Struthers is a firm of Chartered Accountants and Business Advisors operating as a partnership and is referred to in these Terms of Business as “the Firm”, “us”, “we” or “our” and includes our staff members. References in these Terms of Business to “you” or “your” are the persons or entities who are our clients for the Engagement.
- “Engagement Letter” means the letter and enclosures (including these terms of business) sent to you which set out the basis of our contract with you.
- “Engagement” means the services which we provide pursuant to the Engagement Letter.
- “Services” means the professional services delivered to you that are the subject of the engagement letter.
- “Staff members” means personnel directly or indirectly assigned to the engagement.
- Unless otherwise specifically agreed in the Engagement Letter, the Engagement Letter replaces any previous agreements between us in relation to or in contemplation of the Engagement and shall apply to any future engagement we carry out on your behalf unless varied or replaced. The Engagement Letter (which includes these Terms of Business) constitutes the entire agreement between us. In entering into this Engagement Letter, you acknowledge that you have not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in the Engagement Letter.

### 1. Applicable Law

- 1.1 Our engagement letter, the schedules of services and our standard terms and conditions of business 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 this engagement letter and any matter arising from it on any basis. 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.

**1. Applicable Law (continued)**

- 1.2 We will not accept responsibility if you act on advice previously given by us without first confirming with us that the advice is still valid in light of any change in the law or in your circumstances. We will accept no liability for losses arising from changes in the law, or the interpretation thereof, that occur after the date on which the advice is given.

**2. Client Identification**

- 2.1 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. If we are not able to obtain satisfactory evidence of your identity, we will not be able to proceed with the engagement. Our privacy notice (available at [Privacy Notice](#)) contains further details as to how we may process client personal data.

**3. Client's Money**

- 3.1 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 ICAEW's Clients' Money Regulations.
- 3.2 If the total sum of money held on your behalf is enough to give rise to a significant amount of interest or is likely to do so, we will 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.
- 3.3 We will promptly return monies held on your behalf as soon as there is no longer any reason to retain those funds. If any funds remain in our client account that are unclaimed, and the client to which they relate has remained untraced for five years, or we as a firm cease to practise, we may pay those monies to a registered charity.
- 4. Commissions of Other Benefits**
- 4.1 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.

**4. Commissions of Other Benefits (continued)**

- 4.2 If this happens, we will notify you in writing within 30 days of the amount and terms of payment and receipt of any such commissions or benefits. The fees you would otherwise pay will not be reduced by the amount of the commissions or benefits. By agreeing our engagement terms, including these standard terms of business, you agree that we can retain the commission or other benefits without being liable to account to you for any such amounts. The retention of such commissions and benefits helps us to offset, but not necessarily fully recover, our time costs under recoveries generally across the firm.
- 4.3 The following are examples of likely commissions that may be received by us and the likely amounts. These are examples only and may not cover all receipts in the future.

Provider	Name or type of firm paying commission	Basis of commission	Rate of commission	Frequency
Financial Services Advice	Pareto Financial Planning Limited ("Pareto")	<p>We refer all matter relating to investment business products and financial services advice to Pareto:</p> <p>(1) Pension products (2) Insurances (3) Life assurance and related contracts (4) Investments and savings products; and (5) Personal financial planning</p> <p>We have an introducer agreement with Pareto whereby if such a referral results in Pareto invoicing you in respect of the independent financial advice, we receive a sum equivalent to 24.75% of the commission or fees received by Pareto.</p>	<p>24.75% of the commission or fees received by Pareto from the introduction. For example, if Pareto's fee/commission charged to you is £500 then we would receive £123.75.</p>	<p>Payment is received from Pareto quarterly in respect of any fees/commissions received by them.</p>

- 4.4 If in the future, abnormally large commissions (for example more than double the largest amount in 4.3) are received which were not envisaged when the engagement letter was signed, we will obtain specific consent to the retention of those commissions.

**5. Confidentiality**

- 5.1 Unless we are authorised by you to disclose information on your behalf, we confirm that if you give us confidential information we will, at all times during and after this engagement, keep it confidential, except as required by law or as provided for in regulatory, ethical or other professional pronouncements applicable to us or our engagement.
- 5.2 You agree that, if we act for other clients who are or who become your competitors, to comply with our duty of confidentiality it will be sufficient for us to take such steps as we think appropriate to preserve the confidentiality of information given to us by you, both during and after this engagement. These may include taking the same or similar steps as we take in respect of the confidentiality of our own information.
- 5.3 In addition, if we act for other clients whose interests are or may be adverse to yours, we will manage the conflict by implementing additional safeguards to preserve confidentiality. Safeguards may include measures such as separate teams, physical separation of teams, and separate arrangements for storage of, and access to, information.
- 5.4 You agree that the effective implementation of such steps or safeguards as described above will provide adequate measures to avoid any real risk of confidentiality being impaired.

We may, on occasion, subcontract work on your affairs to other tax or accounting professionals. The subcontractors will be bound by our client confidentiality terms. Our privacy notice (available at [Privacy Notice](#)) contains further details.

- 5.5 We will inform you of the proposed use of a subcontractor before they commence work, except where your data will not be transferred out of our systems and the subcontractor is bound by confidentiality terms equivalent to an employee.
- 5.6 If we use external or cloud-based systems, we will ensure confidentiality of your information is maintained.
- 5.7 This applies in addition to our obligations on data protection in section 7.

**6 Conflicts of interest**

- 6.1 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, unless we are unable to do so because of our confidentiality obligations. We have safeguards that can be implemented to protect the interests of different clients if a conflict arises. If conflicts are identified which cannot be managed in a way that protects your interests, we regret that we will be unable to provide further services.

**6 Conflicts of interest (continued)**

- 6.2 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. In resolving the conflict, we would be guided by ICAEW's Code of Ethics, which can be viewed at <https://www.icaew.com/technical/trust-and-ethics/ethics/icaew-code-of-ethics/icaew-code-of-ethics>. During and after our engagement, you agree that we reserve the right to act for other clients whose interests are or may compete with, or be adverse to, yours subject, of course, to our obligations of confidentiality and the safeguards set out in the paragraph on confidentiality above.

**7 Data protection Data Controller**

- 7.1 In this clause 7, 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 PECR, the UK GDPR and any other 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;

'controller', 'data subject', 'personal data', and 'process' shall have the meanings given to them in the data protection legislation;

'UK GDPR' means the Data Protection Act 2018 as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2020; and

'PECR' means the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2020.

- 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 Data protection Data Controller (continued)**

- 7.3 You shall only disclose client personal data to us where:
- a) you have provided the necessary information to the relevant data subjects regarding its use (and you may use or refer to our privacy notice available at Privacy Notice for this purpose);
  - b) 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
  - c) you have complied with the necessary requirements under the data protection legislation to enable you to do so.

You agree to indemnify us in relation to any loss arising in respect of any failure by you to provide the necessary information to the relevant data subjects in relation to (a) to (c) above.

- 7.4 Should you require any further details regarding our treatment of personal data, please contact our Data Protection Officer.
- 7.5 We shall only process the client personal data:
- a) in order to provide our services to you and perform any other obligations in accordance with our engagement with you;
  - b) in order to comply with our legal or regulatory obligations; and where it is necessary for the purpose of our legitimate interests and those interests are not overridden by the data subjects' own privacy rights. Our privacy notice (available at Privacy Notice) contains further details as to how we may process client personal data.]
- 7.6 For the purpose of providing our services to you, we may disclose the client personal data to members of the HLB International network (see Section 25), 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 of the United Kingdom. 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 may disclose the client personal data to other third parties in the context of a possible sale, merger, restructuring or financing of or investment in our business. In this event we will take appropriate measures to ensure that the security of the client personal data continues to be ensured in accordance with data protection legislation. If a change happens to our business, then the new owners may use our client personal data in the same way as set out in these terms.

**7 Data protection Data Controller (continued)**

- 7.8 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.
- 7.9 In respect of the client personal data, provided that we are legally permitted to do so, we shall promptly notify you in the event that:
- a) we receive a request, from or on behalf of a relevant data subject, to exercise their data subject rights under the data protection legislation or a complaint or any adverse correspondence in respect of our processing of their personal data.
  - b) we are served with an information, enforcement, or assessment notice (or any similar notices), or receive any other material communication in respect of our processing of the client personal data from the Information Commissioner's Office or any other supervisory authority); 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.
- 7.10 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 is 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 Disengagement**

- 8.1 If we resign, or are asked to resign, we will normally issue a disengagement letter to ensure that our respective responsibilities are clear. For non-audit clients, if we have no contact with you for a period of 12 months or more, we may issue to your last known address a disengagement letter and thereafter cease to act.

**9 Electronic and other communication**

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



**9 Electronic and other communication (continued)**

- 9.2 With electronic communication, there is a risk of non-receipt, delayed receipt, inadvertent misdirection or interception by third parties. We use virus-scanning software to reduce the risk of viruses and similar damaging items being transmitted in emails or by electronic storage devices. Nevertheless, electronic communication is not totally secure, and we cannot be held responsible for damage or loss caused by viruses or for communications which are corrupted or altered after despatch. Nor can we accept any liability for problems or accidental errors relating to this means of communication, especially in relation to commercially sensitive material. These are risks you must bear in return for greater efficiency and lower costs. If you do not wish to accept these risks, please let us know and we will communicate by paper mail, other than when electronic submission is mandatory.
- 9.3 Any communication by us with you sent through the postal [or DX] system is deemed to arrive at your postal address two working days after the day the document was sent.

**10. Fees and payment terms**

- 10.1 Our fees may depend, not only upon the time spent on your affairs, but also on the level of skill and responsibility and the importance and value of the advice we provide, as well as the level of risk.
- 10.2 If we provide you with an estimate of our fees for any specific work, the estimate will not be contractually binding unless we explicitly state that will be the case. Otherwise, our fees will be calculated on the basis of the hours worked by each member of staff necessarily engaged on your affairs, multiplied by their charge-out rate per hour, VAT being charged thereon.
- 10.3 If requested, we may indicate a fixed fee for the provision of specific services or an indicative range of fees for a particular assignment. It is not our practice to identify fixed fees for more than a year ahead as such fee quotes need to be reviewed in the light of events. If it becomes apparent to us, due to unforeseen circumstances, that a fee quote is inadequate, we reserve the right to notify you of a revised figure or range and to seek your agreement thereto.
- 10.4 In some cases, you may be entitled to assistance with your professional fees, particularly in relation to any investigation into your tax affairs by HMRC. Assistance may be provided through insurance policies you hold or via membership of a professional or trade body. Other than where such insurance was arranged through us, you will need to advise us of any such insurance cover you have. You will remain liable for our fees regardless of whether all or part are liable to be paid by your insurers.



**10. Fees and payment terms (continued)**

- 10.5 We will bill at appropriate intervals during the year and our invoices will be due for payment upon presentation. 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 invoices where appropriate.
- 10.6 Unless otherwise agreed to the contrary, our fees do not include the costs of any third party, counsel or other professional fees. If these costs are incurred to fulfil our engagement, such necessary additional charges may be payable by you.
- 10.7 It is our normal practice to issue ‘Applications for Payment’ when dealing with continuous or recurring work. The payment terms for ‘Applications for Payment’ are the same as for invoiced fees. A VAT invoice will be issued to you upon receipt of your payment.
- 10.8 It is our normal practice to ask clients to pay by monthly direct debit and periodically to adjust the monthly payment by reference to actual billings.
- 10.9 We reserve the right to charge interest on late paid invoices at the rate of 5% 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, having given written notice, if payment of any fees is unduly delayed. We intend to exercise these rights only if it is fair and reasonable to do so.
- 10.10 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.
- 10.11 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 we shall be entitled to enforce any sums due against the group company or individual nominated to act for you.

**11. Help us give you the best service**

- 11.1 We are committed to providing you with a high-quality service that is both efficient and effective. If, at any point you would like to discuss with us how our service to you could be improved, or if you are dissatisfied with the service you are receiving, please let us know by contacting Caroline Monk at our Manchester Office.

**11. Help us give you the best service (continued)**

- 11.2 We will consider carefully any complaint you may make about our service as soon as we receive it and do all we can to explain the position to you. We will acknowledge your letter within five business days of its receipt and endeavour to deal with your complaint within eight weeks.
- 11.3 If we do not answer your complaint to your satisfaction, you may, of course, take up the matter with our professional body, ICAEW.

**12. Intellectual property rights and use of our name**

- 12.1 We will retain all intellectual property rights in any document prepared by us during the course of carrying out the engagement except where the law specifically states otherwise.
- 12.2 You are not permitted to use our name in any statement or document 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.

**13. Interpretation**

- 13.1 If any provision of our engagement letter or terms of business is held to be void, that provision will be deemed not to form part of this contract. 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.

**14. Internal disputes within a client**

- 14.1 If we become aware of a dispute between the parties who own the business or who are in some way involved in its ownership and management, 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 for the attention of the directors or principals. If conflicting advice, information or instructions are received from different directors or 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/the partnership have agreed the action to be taken.

**15. Investment advice (including insurance mediation services)****15.1** Investment business is regulated by the Financial Services and Markets Act 2000.

If, during the provision of professional services to you, you need advice on investments, including insurances, we may have to refer you to someone who is authorised by the Financial Conduct Authority, as we are not. However, as we are licensed by ICAEW, 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. Such advice may include matters relating to:

- Advising you on investments generally but not a recommending a particular investment or type of investment;
- Referring you to a Permitted Third Party (“PTP”) (an independent firm authorised by the FCA), assisting you and the PTP during the course of any advice given by that PTP and commenting on, or explaining, the advice received (but not making alternative recommendations). The PTP will issue you with its own terms and conditions agreement, will be remunerated separately for its services and will take full responsibility for compliance with the requirements of the Financial Services and Markets Act 2000. For the avoidance of doubt, it is the PTP only who will offer advice not this firm;
- Advising you in connection with the disposal of an investment, other than your rights in a pension policy or scheme;
- Advising and assisting you in transactions concerning shares or other securities not quoted on a recognised exchange;
- Assisting you in arrangements for transactions in investments in certain circumstances; and
- Managing investments or acting as trustee (or done of a power of attorney) where decisions to invest are taken on the advice of an authorised person.

**15.2** With regard to corporate clients only, 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 and 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.

If you are dissatisfied in any way about our services described in this section you should follow the procedures set out in the “Quality of Service” section of these terms, and in the unlikely event that we cannot meet our liabilities to you, you may be able to claim compensation under the Chartered Accountants’ Compensation Scheme in respect of exempt regulated activities undertaken. Further information about the scheme and the circumstances in which grants may be made is available on ICAEW's website: [www.icaew.com/cacs](http://www.icaew.com/cacs).

**15. Investment advice (including insurance mediation services) (continued)**

- 15.3 In relation to the conduct of insurance distribution activities, we are an ancillary insurance intermediary. We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance distribution activity, which is broadly the advising on, selling, and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by ICAEW. The register can be accessed from the Financial Conduct Authority's website at [www.fca.org.uk/register](http://www.fca.org.uk/register).
- 15.4 The firm may receive commission from any introduction to a PTP in connection with the above exempt regulated activities in which case you will be fully informed of the expected size and nature of such commission at the time we are aware of the quantum and terms of such commission. Such commission from a PTP will be held in our clients' account until we receive instructions from you as to how it should be treated. On each occasion we receive a commission or benefit from an introduction to a PTP we will seek your instruction as to how the receipt shall be dealt. We will seek your written authority on an ongoing basis to retain all or some of such commissions ongoing for the introduction to the PTP and for the support services we offer you generally and/or in relation to such introduction to the PTP. In the event we cannot reach agreement with you on the quantum of retention we may use such monies against any fees that have been outstanding for 30 days or more and which you are not in dispute with us.
- 15.5 In order to simplify the conduct of such investment business, it is the policy of this firm to refer all matters relating to investment business products and financial services, such as matters relating to pension products, insurances, life assurance and related contracts, investment and savings products and personal financial planning, to Pareto Financial Planning Limited ("Pareto"). Pareto is regulated by the FCA with regard to its conduct of investment business under the Financial Services and Markets Act 2000. The satisfactory performance of the investment business activities carried out by Pareto will be the sole responsibility of Pareto who will require you to sign a client's agreement setting out the terms of business on which business with them will be conducted. Pareto will be fully responsible for any such advice and will inform you in writing of any fees and commissions receivable by them in connection with any such transactions arranged on your behalf.

**15. Investment advice (including insurance mediation services) (continued)**

- 15.6 To enable us to provide you with an appropriate service, there may be occasions when we will need to contact you without your express permission concerning investment business activities. For example, if it may be in your interests to sell a particular investment and we would wish to inform you of this. We may, therefore, contact you in such circumstances, but would only do so in our normal office hours of business. We shall, of course, comply with any restrictions you may wish to impose which you notify to us in writing.

**16. Lien**

- 16.1 Insofar as we are permitted to do so by law or by 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 are paid in full.

**17. Limitation of third party rights**

- 17.1 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 the engagement letter that a specified third party may rely on our work. We accept no responsibility to third parties, including any group company to whom the engagement letter 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 to enforce any of its terms, and no rights or benefits are conferred on any third party under the Contracts (Rights of Third Parties) Act 1999.

**18. Period of engagement and termination**

- 18.1 Unless otherwise agreed in our engagement letter, our work will begin when we receive implicit or explicit acceptance of that letter. Except as stated in that letter we will not be responsible for periods before that date.
- 18.2 Each of us may terminate our agreement by giving not less than 21 days' notice in writing to the other party except if you fail to cooperate with us or we have reason to believe that you have provided us or HMRC with misleading information, in which case we may terminate this agreement immediately. Termination will be without prejudice to any rights that may have accrued to either of us before termination.
- 18.3 We reserve the right to terminate the engagement between us with immediate effect in the event of: your insolvency, bankruptcy or other arrangement being reached with creditors; an independence issue or change in the law which means we can no longer act; failure to pay our fees by the due dates; or either party being in breach of their obligations if this is not corrected within 30 days of being asked to do so.

**18. Period of engagement and termination (continued)**

- 18.4 In the event of termination of our contract, 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 will not be required to carry out further work and shall not be responsible or liable for any consequences arising from termination.

**19. Professional rules and statutory obligations**

- 19.1 We will observe and act in accordance with the Bye-laws, regulations and Code of Ethics of ICAEW including Professional Conduct in Relation to Taxation and will accept instructions to act for you on this basis. In particular, you give us the authority to correct errors made by HMRC if we become aware of them. We will not be liable for any loss, damage or cost arising from our compliance with statutory or regulatory obligations. You can see copies of these requirements in our offices. The requirements are also available online at <https://www.icaew.com/regulation>.
- 19.2 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 Ethical and Auditing Standards issued by the FRC, which can be accessed online at <https://www.frc.org.uk/auditors/audit-assurance-ethics>. We are also required to comply with the Audit Regulations and Guidance which can be accessed at <https://www.icaew.com/regulation/working-in-the-regulated-area-of-audit>.
- 20. Quality control**
- 20.1 As part of our ongoing commitment to provide a quality service, our files are periodically reviewed by an independent regulatory or quality control body. These reviewers are highly experienced professionals and are bound by the same rules of confidentiality as our principals and staff.
- 20.2 When dealing with HMRC on your behalf we are required to be honest and to take reasonable care to ensure that your returns are correct. To enable us to do this, you are required to be honest with us and to provide us with all necessary information in a timely manner. For more information about “Your Charter” for your dealings with HMRC, visit <https://www.gov.uk/government/publications/hmrc-charter>. To the best of our abilities, we will ensure that HMRC meet their side of the Charter in their dealings with you.

**21. Reliance on advice**

- 21.1 We will endeavour to record all advice on important matters in writing. Advice given orally is not intended to be relied upon unless confirmed in writing. Therefore, if we provide oral advice (for example during the course of a meeting or a telephone conversation) and you wish to be able to rely on that advice, you must ask for the advice to be confirmed by us in writing. Advice is valid as at the date it was given.

**22. Retention of papers**

- 22.1 You have a legal responsibility to retain documents and records relevant to your financial affairs. During the course of our work we may collect information from you and others relevant to your tax and financial affairs. We will return any original documents to you if requested. Documents and records relevant to your tax affairs are required by law to be retained as follows:

**Individuals, trustees and partnerships:**

- a) with trading or rental income: five years and 10 months after the end of the year
- b) otherwise: 22 months after the end of the accounting period.

**Companies, Limited Liability Partnerships, and other corporate entities:**

- c) six years from the end of the accounting period.

- 22.2 Although certain documents may legally belong to you, we may destroy correspondence and other papers that we store electronically or otherwise that are more than six years old, except documents we think may be of continuing significance. You must tell us if you wish us to keep any document for any longer period.

**23. Provision of Services Regulations 2009**

- 23.1 We are registered to carry on audit work in the UK by ICAEW. Details of our audit registration can be viewed at <http://www.auditregister.org.uk>, under reference number C005386251.
- 23.2 Our professional indemnity insurers are Zurich Insurance, of 2nd Floor, Norfolk House, 7 Norfolk Street, Manchester, M2 1ZU and CNA Insurance, of 7th Floor, 1 New York Street, Manchester, M1 4HD. The territorial coverage is worldwide, excluding professional business carried out from an office in the United States of America or Canada, and excludes any action for a claim brought in any court in the United States or Canada.



**24. Timing of our services**

- 24.1 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 to meet any regulatory deadlines. However, failure to complete our services before any such regulatory deadline would not, of itself, mean that we are liable for any penalty or additional costs arising.

**25. HLB International**

- 25.1 The firm is a member of HLB UK, itself a member of HLB International (HLBI), a world-wide network of independent accounting firms and business advisers.
- 25.2 No member firm or other contact has authority to enter into any legal obligations on behalf of HLB UK, HLBI or any other member, nor is any member firm or contact an agent of, or in partnership with HLB UK, HLBI or any other member firm. Neither HLB UK nor HLBI accept any liability for work which the firm carries out on your behalf and you must make your own contractual arrangements directly with the firm.
- 25.3 Any HLB member firm you appoint has sole liability for the work covered by their engagement. You undertake not to bring any proceedings or make any claim whatsoever against any other member of HLBI or against HLBI itself, in relation to the work covered by each agreement.
- 25.4 Beever and Struthers has considered whether HLB UK and/or HLB International constitute a network for the purposes of the ICAEW's Audit Regulations, based on the attributes included in the relevant definition of the Regulations and that of International Standard on Quality Management 1 (ISQM 1). Beever and Struthers conclude that neither HLB UK nor HLB International is a network.