

ACCOUNT-WRYTE LTD

Accountancy & Taxation Services

STANDARD TERMS OF ENGAGEMENT

This page sets out the basis on which we are to act, our respective responsibilities and our Standard Terms of Business.

1 Bookkeeping

1.1 We understand that you require us to maintain your bookkeeping records. It was agreed that we should carry out the following services:

- keep the records of receipts and payments;
- reconcile the balances monthly with the bank statements;
- post and balance the purchase and sales ledgers;
- write up your accounting records insofar as they are incomplete when presented to us; and
- complete the postings to the nominal ledger

1.2 We understand that you have agreed that your staff will:

- prepare details of the annual stocktaking, suitably priced and extended in a form which will enable us to verify the prices readily by reference to supplier invoices;
- prepare details of work-in-progress at the accounting date and make available to us the documents and other information from which the statement is compiled.

1.3 We would emphasise that we cannot undertake to discover any shortcomings in your systems or any irregularities on the part of your employees, although we will advise you of any such circumstances that we encounter in preparing your accounts.

Your responsibilities: Provision of information by you

1.4 To enable us to carry out our work you agree:

- to provide full information necessary for dealing with your affairs: we will rely on the information and documents being true, correct and complete and will not audit the information or those documents;
- that we can approach such third parties as may be appropriate for information that we consider necessary to deal with your affairs;

2 Value Added Tax (VAT)

2.1 You have asked us to undertake the completion of your VAT returns. We cannot be held responsible for any penalties or default surcharges arising from the late submission of VAT returns. However, we will endeavour to meet the relevant deadlines if we receive all the company's VAT records within 14 days of the end of the VAT return period. You have undertaken that you/your staff will ensure that:-

- all relevant VAT records are forwarded to us within 14 days of the end of the VAT return period;
- valid VAT invoices are received for all payments where VAT is being reclaimed;
- the VAT rating of supplies is correctly dealt with, i.e., between positive and zero rates and exempt supplies;
- we are notified in writing of any positive-rated own consumption;
- any input VAT on non-business expenditure is clearly marked on supporting invoices;
- we are notified each quarter of any payments to or for the benefit of directors or staff for fuel used for private mileage, together with the business mileage for each such person, for each quarter;
- all supplies made by the business are shown in the records made available to us.

3 Management Accounts

3.1 We understand that you require us to prepare periodic management accounts for your business.

3.2 This involves us in completing the writing up of your books and records, insofar as they are incomplete when presented to us, from the information and explanations supplied to us and preparing draft accounts there from for your approval.

3.3 We understand that you have agreed that your staff will be responsible for:

- maintaining records of all receipts and payments of cash;
- reconciling cash book balances with the bank statements;
- post and balance the purchase and sales ledgers; and
- extract a detailed list of ledger balances.

3.4 You will also provide estimates of any stocks at the end of each period.

3.5 You understand that we will not be carrying out an audit and accordingly will not verify the assets and liabilities of the business, nor the items of expenditure and income.

3.6 We would emphasise that we cannot undertake to discover any shortcomings in your systems or any irregularities on the part of your employees or others, although we will advise you of any such circumstances that we encounter in preparing your accounts.

3.7 The accounts are not suitable for submission with the self-assessment tax return, or for summary thereon.

3.8 The management accounts are prepared solely for the confidential use by yourself. The management accounts must not be recited or referred to in whole or in part in any other document. The management accounts must not be made available, copied or recited to any other party without our express permission. Account-Wryte Ltd neither owes nor accepts any duty to any other party and shall not be liable for any loss, damage or expense of whatsoever nature which is caused by their reliance on the management accounts.

4 Accounts

4.1 You have instructed us to prepare your financial statements. It was agreed that we should carry out the following accounting and other services:

- write up the accounting records of the business insofar as they are incomplete when presented to us;
- complete the postings to the nominal ledger; and
- prepare the accounts for approval by yourselves.

4.2 You have agreed that your staff will:

- keep the records of receipts and payments;
- reconcile the balances monthly with the bank statements;
- post and balance the purchase and sales ledgers;
- extract a detailed list of ledger balances; and
- prepare details of the annual stocktaking, suitably priced and extended in a form which will enable us to verify the prices readily by reference to suppliers' invoices
- prepare details of work-in-progress at the accounting date and make available to us the documents and other information from which the statement is compiled

4.3 We will not be carrying out an audit and accordingly will not verify the assets and liabilities of the business, nor the items of expenditure and income. To carry out an audit would require additional work to comply with Auditing Standards so that we could report on the truth and fairness of the accounts.

4.4 We would emphasise that we cannot undertake to discover any shortcomings in your systems or any irregularities on the part of your employees, although we will advise you of any such circumstances that we encounter in preparing your accounts.

4.5 To ensure that anyone reading the financial statements is aware that we have not carried out an audit we will annex to the financial statements a short report. This report must remain attached to any accounts shown to any other parties.

4.6 Accounts need to be completed prior to submission of the tax return. Failure to submit the return on time will result in penalties and is likely to result in interest and surcharges. In order to avoid this, we must have your accounting records in good time before the statutory filing deadline and queries raised on those accounting records must be answered promptly, otherwise we cannot guarantee the completion of the accounts to ensure the tax return's timely submission. We reserve the right to levy an additional fee where records are not received in good time.

5 Payroll and Year End Returns

5.1 We will maintain your payroll records, supply you with completed payslips for you to pass to employees and supply you with a completed HM Revenue & Customs payslip for the PAYE and National Insurance Contributions for you to send to the Collector of Taxes with a cheque which you will draw. We will complete your year end return form P35 with forms P14 and P60 and supply you with the completed form P35 for signature and forms P60 that you will pass to each employee. We will submit the completed form P35 and forms P14 to HM Revenue & Customs.

5.2 In order to do this we need to comply with the Employer's Guide to PAYE: We will consider with you the detailed information that is required and the form in which it is to be provided.

5.3 Sections 11 and 12 of the Data Protection Act 1998 place express obligations on you as a data controller where we as a data processor undertake the processing of personal data on your behalf. We therefore confirm that we will at all times comply with the requirements of the Data Protection Act 1998 when processing data on your behalf. In particular we confirm that we have adequate security measures in place and that we will comply with any obligations equivalent to those placed on you as a data controller.

P11D benefits for directors and higher paid employees

5.4 We will prepare forms P11D for directors and higher paid employees for your approval and then submit the approved forms to HM Revenue & Customs. You will supply the form P11D information to your employees by the due date.

5.5 You agree to supply us with complete and accurate details of all benefits and expenses for the tax year (not the accounts year) in reasonable time for us to meet the statutory filing deadline.

Subcontractors

5.6 We will operate the sub-contractors' tax deduction scheme for the sub-contractors you use. In order for us to do this, we need to comply with the Employer's Guide to PAYE. We will discuss with you the information that is required and the form in which it is to be provided.

5.7 We can also offer you advice in the following related areas:

- casual labour P46;
- subcontractors;
- benefits for employees and directors.

6 LLPs

Your responsibilities as members

6.1 As members of the LLP, you are required to prepare financial statements for each financial year, which give a true and fair view of the state of affairs of the LLP and of the profit or loss of the LLP for that period. In preparing those financial statements, you are required to:

- select suitable accounting policies and then apply them consistently;
- make judgements and estimates that are reasonable and prudent; and
- prepare the financial statements on the going concern basis unless it is inappropriate to presume that the LLP will continue in business.

6.2 You are responsible for keeping proper accounting records which disclose with reasonable accuracy at any time the financial position of the LLP and to enable them to ensure that the financial statements comply with Part VII of the Companies Act 1985 (the Act) as applied by the Limited Liability Partnership Regulations 2001 (SI 2001/1090) and the Statement of Recommended Practice: Accounting by Limited Liability Partnerships. You are also responsible for safeguarding the assets of the LLP and hence for taking reasonable steps for the prevention and detection of fraud and other irregularities.

6.3 You are responsible for determining whether, in respect of the year, the LLP meets the conditions for exemption from an audit set out in section 249A(1) of the Act, namely that:

- it qualifies as a small LLP in relation to that year for the purposes of section 247;
- its turnover in that year is not more than the prescribed limit; and
- its balance sheet total for the year is not more than the prescribed limit.

6.4 You are responsible for determining whether, in respect of the year, the exemption is not available for any of the reasons

set out in section 249B of the Act; namely that at no time during the year was the LLP:-

- a person that had permission under Part 4 of the Financial Services and Markets Act to carry on a regulated activity;
- carrying on an insurance market activity;
- enrolled in the list maintained by the Insurance Brokers Registration Council under section 4 of the Insurance Brokers Registration Act 1977;
- an appointed representative, within the meaning of section 39 of the Financial Services and Markets Act 2000.
- a special register body as defined in section 117(1) of the Trade Union and Labour Relations (Consolidation) Act 1992 or an employers' association as defined in section 122 of that Act;
- a member of a group that exceeded the group exemption limits; or
- a member of an ineligible group.

6.5 The exemption is available only if you, as members, sign a declaration on the balance sheet to stating that:

- for the year in question, the LLP is eligible to take advantage of the audit exemptions;
- the members have not required the LLP to obtain an audit of its financial statements for the year in accordance with section 249B(2) of the Companies Act 1985; and
- you acknowledge your obligations to keep proper accounting records and to prepare financial statements which

give a true and fair view of the state of the LLP's affairs and of its profit or loss for the period.

6.6 You have undertaken to make available to us, as and when required, all the LLP's accounting records and related financial information, including minutes of management and shareholders' meetings, necessary to carry out our work. You will make full disclosure to us of all relevant information.

Our responsibilities as accountants

6.7 As the LLP is totally exempt from audit, we have no statutory responsibilities to the LLP at all. Our only responsibilities arise from those specifically agreed upon between us in respect of other professional services.

6.8 We do not have any responsibility to report whether any shareholder of the LLP has notified the LLP that he or she requires an audit. Consequently we have no responsibility to carry out any work in respect of this matter.

6.9 Should our work indicate that the LLP is not entitled to exemption from an audit of the financial statements, then we will inform you of this. In these circumstances, if appropriate, we will discuss with you the need for you to appoint an auditor.

6.10 We have a professional duty to prepare financial statements that conform with generally accepted accounting principles. Furthermore, as members, you have a duty to prepare financial statements that comply with Part VII of the Companies Act 1985, the Statement of Recommended Practice: Accounting by Limited Liability Partnerships and applicable accounting standards. Where we identify that the financial statements do not conform to accepted accounting principles or if the accounting policies adopted are not immediately apparent, this will be made clear in our report, if it is not clear in the financial statements.

Scope of work

6.11 Our work will not be an audit of the financial statements in accordance with Auditing Standards. Accordingly, we will not obtain any evidence relating to entries in the accounting records, or to the financial statements or to the disclosures in the financial statements. Nor will we make any assessment of the estimates and judgements made by you in the preparation of the financial statements. Consequently our work will not provide any assurance that the accounting records or the financial statements are free from material misstatement, whether caused by fraud, or other irregularities or error. In addition, we have no responsibility to determine whether you have maintained proper accounting records in accordance with section 221 of the Act and we will not address this point unless you specifically request us in writing to do so.

6.12 Since we have not carried out an audit, nor confirmed in any way the accuracy or reasonableness of the accounting records maintained by the LLP, we are unable to provide any assurance as to whether the financial statements that we prepare from those records present a true and fair view.

6.13 As part of our normal procedures when preparing the financial statements, we will attach an accountant's report to them. This report will state that they have been prepared from the books and records of the LLP and from information supplied by the members. This report should not be filed with the financial statements at Companies House.

6.14 As part of our normal procedures we may request you to provide written confirmation of any information or explanations given to us orally during the course of our work.

7 Charities

Taxation

7.1 You have asked us to undertake all correspondence with HM Revenue & Customs on your behalf. To avoid any problems please send to us any forms or correspondence received from HM Revenue & Customs as soon as you receive them. In particular would you please ensure that no payments are made to HM Revenue & Customs without our confirmation that the demands are correct.

7.2 You are legally responsible for making correct returns to HM Revenue & Customs, for the payment of tax on time and for reclaiming all tax credits due to the charity.

7.3 To enable us to carry out our work you agree:

- to make a full disclosure to us of all sources of income, charges, allowances and capital transactions and to provide full information necessary for dealing with the charity's affairs. We will rely on the information and documents being true, correct and complete;
- to respond quickly and fully to our requests for information and to other communications from us;
- to provide us with information in sufficient time for the charity's tax returns to be completed and submitted by the due date.
- to forward to us on receipt copies of notices of assessment, letters and other communications received from HM Revenue & Customs to enable us to deal with them as may be necessary within the statutory time limits.

7.4 You agree that we can approach such third parties as may be appropriate for information that we consider necessary to deal with your affairs and undertake to authorise such third parties to communicate directly with us.

Secretarial

7.5 The charity is required to file its accounts with the Charity Commission (and Registrar of Companies if applicable) within the prescribed deadline. To meet that deadline, we will produce statutory accounts, suitable for filing, within the required period, provided all your records are complete and presented to us in reasonable time for us to meet that deadline and all subsequent queries are promptly and satisfactorily answered.

7.6 We have agreed to:-

- submit the accounts to the Charity Commission (and the Registrar of Companies if applicable);
- complete and submit the annual returns and any other forms required by law to be filed with the Charity Commission, provided that you keep us fully informed of any relevant changes or events which are required to be so notified within one week of the change or event;
- if applicable we will complete and submit the charitable company's annual return to Companies House

8 Corporation Tax

8.1 We will prepare from the accounts and other information and explanations provided by you the company's corporation tax return and computations, together with all supporting schedules and, where necessary, amended returns.

8.2 We will send you the tax return and supporting schedules for you to approve and sign. We will then submit it, with the accounts and computations, to HM Revenue & Customs.

8.3 We will advise you of the amounts of corporation tax to be paid and the dates by which the company should make the payments. Where appropriate we will initiate repayment claims when tax has been overpaid.

8.4 We will advise as to possible claims and elections arising from the tax return and from information supplied by you. Where instructed by you, we will make such claims and elections in the form and manner required by HM Revenue & Customs.

8.5 We will deal with all communications relating to the company's tax return addressed to us by HM Revenue & Customs or passed to us by the company. However, if HM Revenue & Customs choose your return for enquiry this work may need to be the subject of a separate assignment in which case we will seek further instructions from you.

8.6 We will prepare the tax provisions and disclosures to be included in the company's statutory accounts.

8.7 We are able to offer fee protection to cover insurance the cost of our fees arising from HM Revenue & Customs investigations. If you would like further details of this service please let us know.

8.8 Where the company has made a loan to a participator such as a shareholder, tax is payable. We can be responsible for advising you of the tax payable only if you notify us of details of such loans before the end of the relevant accounting period.

Personal service companies (IR35)

8.9 We will advise on whether the company is subject to the personal services legislation on a contract by contract basis. You authorise us to seek an opinion from HM Revenue & Customs where we consider it appropriate. If there are contracts that we consider are within the personal services legislation we will calculate the deemed salary, prepare the corporation tax computations using the prescribed method, prepare and submit the supplementary P35 and P14 and advise you how much tax and national insurance to pay and by when and whether to pay any actual salary before the year end and if so how much.

Your responsibilities: Provision of information by you

8.10 The company is legally responsible for making correct returns by the due date and for payment of tax on time. Failure to meet the deadlines may result in automatic penalties and/or interest.

8.11 To enable us to carry out our work you agree:

- that all returns are to be made on the basis of full disclosure of all sources of income, charges, allowances and capital transactions;
- to provide full information necessary for dealing with the company's affairs: we will rely on the information and documents being true, correct and complete and will not audit the information or those documents;
- that we can approach such third parties as may be appropriate for information that we consider necessary to deal with the company's affairs;
- to provide us with information in sufficient time for the company's tax returns to be completed and submitted by the statutory filing date
- to forward to us on receipt copies of notices of assessment, letters and other communications received from the Inland Revenue to enable us to deal with them as may be necessary within the statutory time limits; and
- to keep us informed about significant transactions or changes in circumstances.

8.12 We will be pleased to assist the company generally in tax matters, including VAT, if you advise us in good time of any proposed transactions and request advice. We would, however, warn you that because tax rules change frequently you must ask us to review any advice already given if a transaction is delayed, or if an apparently similar transaction is to be undertaken.

8.13 It is our policy to confirm in writing advice upon which the company may wish to rely.

8.14 We will be pleased also to advise the directors and executives on their personal income tax and capital tax affairs. In such cases we will need to agree separate terms with the individuals concerned.

9 Company Secretarial

9.1 A private company is required to file its accounts at Companies House within the prescribed deadline. The company will be liable to a fine if it fails to do so. In order to avoid this we will produce statutory accounts, suitable for filing, within the required period, provided all your records are complete and presented to us within five months of the year end, and all subsequent queries are promptly and satisfactorily answered.

9.2 We have agreed to act as your agent and to:

- submit the accounts to the Registrar of Companies;
- complete and submit the company's annual return;
- complete and submit any other forms required by law to be filed at Companies House, provided that you keep us fully informed of any relevant changes or events which are required to be notified to Companies House, within one week of the change or event; and
- maintain the statutory books.

10 Personal Taxation

10.1 We will prepare the income tax computations based on the accounts of your business (if applicable) from the accounting records and other information and explanations provided by you.

10.2 We will prepare your personal tax return together with such supporting schedules as are appropriate and we will prepare a computation of your self-assessment liability of tax and any Class IV National Insurance Contributions.

10.3 We will send you your tax return, tax computations and supporting schedules for you to approve and sign. We will then submit the form to HM Revenue & Customs on your behalf.

10.4 We will tell you how much tax and National Insurance Contributions you should pay and when. If appropriate we will initiate repayment claims when tax and/or National Insurance Contributions have had to be overpaid.

10.5 We will deal with HM Revenue & Customs regarding any amendments required to your return and prepare any amended returns which may be required.

10.6 We will advise as to possible claims and elections arising from the tax return and from information supplied by you. Where instructed by you, we will make such claims and elections in the form and manner required by HM Revenue & Customs.

10.7 We will deal with all communications relating to your return addressed to us by HM Revenue & Customs or passed to us by you. However, if HM Revenue & Customs choose your return for enquiry this work may need to be the subject of a separate assignment in which case we will seek further instructions from you.

10.8 We will check PAYE notices of coding where such notices are forwarded to us.

10.9 We are able to offer fee protection to cover insurance the cost of our fees arising from HM Revenue & Customs investigations. If you would like further details of this service please let us know.

Tax credits

10.10 We will file a tax credit claim on your behalf. In order that we can complete a claim form on your behalf we will require information concerning your children, childcare costs and any benefits such as disability to which you are entitled. You are required to advise us immediately of any changes in your circumstances that may affect the claim. Tax credit claims cannot be backdated by more than three months. We can accept no responsibility for loss if you do not give us accurate information on a timely basis.

Your responsibilities: Provision of information by you

10.11 You are legally responsible for making correct returns by the due date and for payment of tax on time. Failure to meet the deadlines may result in automatic penalties, surcharges and/or interest.

10.12 To enable us to carry out our work you agree:

- that all returns are to be made on the basis of full disclosure of all sources of income, charges, allowances and capital transactions;
- to provide full information necessary for dealing with your affairs: we will rely on the information and documents being true, correct and complete and will not audit the information or those documents;
- that we can approach such third parties as may be appropriate for information that we consider necessary to deal with your affairs;
- to provide us with information in sufficient time for your tax return to be completed and submitted by the due date following the end of the tax year.
- to forward to us on receipt copies of all HM Revenue & Customs statements of account, PAYE coding notices, notices of assessment, letters and other communications received from HM Revenue & Customs to enable us to deal with them as may be necessary within the statutory time limits; and
- to keep us informed about significant changes in your circumstances if they are likely to affect your tax position.

11 Partnership Tax

11.1 We will prepare the income tax and capital gains tax computations based on the partnership accounts from the accounting records and other information and explanations provided by you.

11.2 We will prepare the firm's annual partnership return, including the partnership statement of total income, gains, losses, tax credits and charges of the firm for each period of account ending in the return period.

11.3 We will send you the income tax and capital gains tax computations and the tax return and supporting schedules for you to approve and sign. We will then submit the return form to HM Revenue & Customs.

11.4 We will advise all the partners who were partners in the firm during the period of their respective shares of the firm's total income, gains, losses, tax credits and charges so that they are able to file their personal self-assessment tax returns within the relevant time period.

11.5 We will deal with HM Revenue & Customs regarding any amendments required to the partnership return and prepare any amended returns which may be required.

11.6 We will advise as to possible claims and elections arising from the tax return and from information supplied by you. Where instructed by you, we will make such claims and elections in the form and manner required by HM Revenue & Customs.

11.7 We will deal with all communications relating to the partnership return addressed to us by HM Revenue & Customs or passed to us by you. However, if HM Revenue & Customs choose the partnership tax return for enquiry this work may need to be the subject of a separate assignment in which case we will seek further instructions from you.

11.8 We will prepare the tax provisions and disclosures to be included in the partnership's financial accounts.

11.9 We are able to offer fee protection to cover insurance the cost of our fees arising from HM Revenue & Customs investigations. If you would like further details of this service please let us know.

12 Other Services

12.1 There are many other areas where we can be of assistance and we shall be pleased to discuss any matters with you. These other services include:

- reports in support of returns or claims, e.g., insurance company certificates, government claims, etc.;
 - advice on financial matters;
 - management accounting, including such matters as cash flow statements, costing systems, etc., and advice on management;
 - advice on the selection and implementation of computer systems;
 - investigations for special purposes, e.g., acquisitions of other businesses, or examination of specific aspects of your business; and
 - advice on the selection and recruitment of staff.
- (g) preparation of HM Revenue & Customs Form 42 if any shares are issued or transferred

13 Agreement of Terms

13.1 The terms set out in this leaflet and our Standard Terms of Business below shall take effect immediately upon your countersigning the attached letter and returning it to us, or upon the commencement of work on the accounts and tax return, whichever is the earlier.

13.2 Once it has been agreed, this leaflet and the Standard Terms of Business below will remain effective until they are replaced. We shall be grateful if you could confirm your agreement to these terms by signing the attached letter and returning it to us immediately.

The following standard terms of business apply to all engagements accepted by Account-Wryte Ltd. All work carried out is subject to these terms except where changes are expressly agreed in writing.

STANDARD TERMS OF BUSINESS

Anti Money Laundering Legislation

All accountants must comply with onerous duties imposed by the Proceeds of Crime Act 2002, the Terrorism Act 2000 and the Money Laundering Regulations 2003 (the "Anti Money Laundering Legislation"), which are intended to inhibit the activities of terrorists and other criminals by denying them access to technical expertise. If we fail to perform these duties, we risk imprisonment.

Before we accept your instructions, we may need to obtain 'satisfactory evidence' to confirm your identity. In certain circumstances, we may need to obtain evidence confirming the identities of third parties, the source of any funds or other property, the purpose of any instructions or any other matter. We may also need to obtain such evidence after we have begun to act on your instructions.

We assume that our clients are honest and law abiding. However, if at any time, there appear to be grounds to suspect (even if we do not actually suspect) that your instructions relate to 'criminal property', we are obliged to make a report to the National Criminal Intelligence Service ("NCIS"). But we are prohibited from telling you that we have done so.

In such circumstances, we must not act on your instructions without consent from NCIS. If NCIS do not refuse consent within 7 working days we may continue to act. If NCIS issue a refusal within that time, we must not act for a further 31 days from the date of the refusal.

'Criminal property' is property in any legal form, whether money, real property, rights or any benefit derived from criminal activity. It does not matter who carried out the criminal activity or how removed the property is from the original crime. Even if you are honest in your dealings, if your property represents a benefit from someone else's crime, we must still make a report.

Activity is considered 'criminal' if it is a crime under UK law, no matter how trivial, and whether carried out in the UK or abroad. For example, tax evasion is a criminal offence but an honest mistake is not.

Timing

Upon presentation of an engagement letter to the client and their acceptance to it, the company will communicate with the outgoing agent/accountant to gain acceptance of appointment. Any outstanding issues not dealt with in the client's present financial year-end or taxation issues for the current year will be dealt with by the outgoing accountant/agent, unless specified. Any work to be carried out by Account-Wryte Ltd, will start with effect of this engagement letter unless to the contrary, as stated above.

Client's Responsibilities

It is the client's responsibility as to the production of information, records and books. The client will send such accounting documentation as is necessary to the company within 2 months of their financial year-end. (A list of the accounting records needed by the company for preparation of accounts will be sent to the client prior to their year-end).

Detection of irregularities

The client is obliged to supply the company with complete information and any disclosure relating to irregularities within the financial conduct and records of their business.

The responsibility of the detection of irregularities rests with the client.

Any irregularity will be considered and dealt with outside the scope of this engagement letter. Irregularities will be documented, unless a satisfactory conclusion is met, the company have the right to terminate this engagement letter forthwith.

Fees

Unless otherwise agreed, the company's fees will be charged separately for each type of work completed and billed. Disbursements for stationary & postage may be added to the work completed. This will be reflected as a small nominal fee.

Unless specifically agreed, payment is due within 7 days from the date of the invoice. If payment is not received within 7 days, Account-Wryte Ltd reserve the right to charged interest on the outstanding balance at (6.25%).

The company will exercise the right to lien over the client's accounting records if fees remain unpaid or are disputed. Any work to be completed by the company on behalf of the client at the stage of unpaid or disputed invoices will cease until the fees are paid, or disputes resolved.

Help Us to Give You the Right Service

If at any time 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.

We undertake to look into any complaint carefully and promptly and to do all we can to explain the position to you. If you feel that we have given you a less than satisfactory service, we undertake to do everything reasonable to address your concerns.

Internet Communication

Internet communications are capable of data corruption and therefore we do not accept any responsibility for changes made to such communications after their dispatch. It may therefore be inappropriate to rely on advice contained in 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 commercially sensitive information relating to 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. It is the responsibility of the recipient to carry out a virus check on any attachments received.

Data Protection Act 1998

The Data Protection Act gives you rights in respect of information held about you ("Personal Data"). We will obtain, use, and process Personal Data about you in order that we may discharge the services agreed under this engagement letter. Your Personal Data will typically include your name, address, details of your financial affairs and other information about you relevant to providing you with the services. We may also use your Personal Data for related purposes including updating and enhancing client records, analysis for management purposes and statutory returns, crime prevention and legal and regulatory compliance. We may also use your Personal Data for marketing purposes so that we can keep you up-to-date about issues relevant to our services and to provide you with information about our services.

We may disclose your personal data to third parties so that we can provide the services to the high standards we consider appropriate. Such Third Parties may include banks, insurance companies, independent financial advisors, and any company to which we are under license (including our franchisor.) We may disclose your personal data to those that need the information such as Government Agencies, subcontractors and outsourcers and those we choose to such as independent financial advisors. Such parties may contact you with a list of the third parties on request. In signing the engagement letter, you agree that we may transfer your Personal Data outside the European Economic Area. You should be aware that the countries to which we may pass your Personal Data may not have such stringent Protection for Personal Data nor have laws to protect your Personal Data. Details of the companies and countries involved will be provided on request. You may have a right of access, under the Data Protection Act 1998, to copies of the Personal Data that we hold about you. A copy of our data protection policy is available on request and is held on our website. You should contact us if you have any queries about data protection or about the Personal Data we hold about you.

Contracts (Rights of Third Parties) Act 1999

Persons who are not party to this agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act. The advice that we give to you is for your sole use and does not constitute advice to any third party to whom you may communicate it. We accept no responsibility to third parties for any aspect of our professional services or work that is made available to them.

Limitation of Liability

We will provide our professional services with reasonable care and skill. However, we will not be held 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 or other relevant authorities. You agree to hold harmless and indemnify us against any misrepresentation, whether intentional or unintentional, supplied to us orally or in writing in connection with this agreement. You have agreed that you will not bring any claim in connection with services provided to you by the firm against any of our employees on a personal basis.