

STANDARD TERMS AND CONDITIONS OF BUSINESS

E. H. TAYLORS LLP t/a E. H. TAYLORS

1. APPLICABLE LAW

Our engagement letter, the schedule 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. 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.

2. CLIENT IDENTIFICATION

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. You agree we may hold your identity documents in accordance with the Privacy Policy in these terms and conditions.

3. COMMISSIONS AND OTHER BENEFITS

In some circumstances we may receive commissions or other benefits for introductions to other professionals or in respect of transactions which we arrange for you. Where this happens we will notify you in writing of the amount and terms of payment and receipt of any such commissions or benefits. The fees you would otherwise pay will not be reduced by the amount of the commissions or benefits.

4. COMPLAINTS

We are committed to providing you with a high quality service that is both efficient and effective. However, should there be any cause for complaint in relation to any aspect of our service please contact Antony Holdsworth. We agree to look into any complaint carefully and promptly and do everything reasonable to put it right. If you are still not satisfied you can refer your complaint to our professional body, The Chartered Institute of Management Accountants.

5. CONFIDENTIALITY

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

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

6. CONFLICTS OF INTEREST

We will inform you if we become aware of any conflict of interest in our relationship with you or in our relationship with you and another client. Where conflicts are identified which cannot be managed in a way that protects your interests then we regret that we will be unable to provide further services. If this arises, we will inform you promptly.

If there is a conflict of interest that is capable of being addressed successfully by the adoption of suitable safeguards to protect your interests then we will adopt those safeguards. Where possible this will be done on the basis of your informed consent. We reserve the right to act for other clients whose interests are not the same as or are adverse to yours subject of course to the obligations of confidentiality referred to above.

7. DATA PROTECTION

We confirm that we will comply with the provisions of the Data Protection Act 1998 when processing personal data about you and also with the General Data Protection Regulation. In order to carry out the services of this engagement and for related purposes such as updating and enhancing our client records, analysis for management purposes and statutory returns, legal and regulatory compliance and crime prevention we may obtain, process, use and disclose personal data about you.

Please also refer to the Privacy Policy in these terms and conditions.

8. DISENGAGEMENT

Should we resign or be requested to resign we will normally issue a disengagement letter to ensure that our respective responsibilities are clear.

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Should we have no contact with you for a period of 1 year or more we may issue to your last known address a disengagement letter and thereafter cease to act.

9. ELECTRONIC AND OTHER COMMUNICATION

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

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 through emails or electronic storage devices. However electronic communication is not totally secure and we cannot be held responsible for damage or loss caused by viruses nor 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 agree to 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 where electronic submission is mandatory. Any communication by us with you sent through the post system is deemed to arrive at your postal address two working days after the day that the document was sent.

Please also refer to the Privacy Policy in these terms and conditions.

10. FEES AND PAYMENT TERMS

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 that we provide, as well as the level of risk.

If we provide you with an estimate of our fees for any specific work, then the estimate will not be contractually binding unless we explicitly state that that will be the case.

Where 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.

In some cases, you may be entitled to assistance with your professional fees. Assistance may be provided through grant funding. Other than where such grant funding was arranged through us you will need to advise us of any such grant that you have obtained. You will remain liable for our fees regardless of whether all or part are liable to be paid by any grant whether arranged by us or not. Where we are carrying out an Initial Analysis, we will bill on the completion of the analysis and our invoice will be due for payment within 7 days of issue. Where we are working under a fixed monthly retainer, we will bill at the start of each month in advance and our invoices will be due for payment within 7 days of issue. 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. Unless otherwise agreed to the contrary our fees do not include the costs of any third party or other professional fees.

We reserve the right to suspend our services or to cease to act for you on giving written notice if payment of any fees is unduly delayed. We intend to exercise these rights only where it is fair and reasonable to do so.

If you do not accept that an invoiced fee is fair and reasonable you must notify us within 21 days of receipt, failing which you will be deemed to have accepted that payment is due.

12. IMPLEMENTATION

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

13. INTELLECTUAL PROPERTY RIGHTS

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

14. INTERPRETATION

If any provision of this engagement letter or enclosed schedules is held to be void, then that provision will be deemed not to form part of this contract and the remainder of this agreement shall be interpreted as if such provision had never been inserted.

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.

15. INVESTMENT ADVICE (INCLUDING INSURANCE MEDIATION SERVICES). TAXATION ADVICE.

Investment business is regulated under 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 or licensed by a Designated Professional Body as we are not authorised to give such advice.

Likewise if, during the provision of professional services to you, you need certain expert tax advice we may have to refer you to someone with the appropriate expertise.

16. LIEN

Insofar as we are permitted to do so by law or professional guidelines, we reserve the right to exercise a lien over all funds, documents and records in our possession relating to all engagements for you until all outstanding fees and disbursements are paid in full.

17. LIMITATION OF LIABILITY

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.

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.

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.

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 for us to have carried out in the circumstances.

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 of our advice and opinions, whether in writing or otherwise. This indemnity will extend to the cost of defending any such claim, including payment at our usual rates for the time that we spend in defending it.

Limitation of aggregate liability

Where the engagement Letter specifies an aggregate limit of liability, then that sum shall be the maximum aggregate liability of E. H. Taylors LLP t/a E. H. Taylors, its members 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 any of our members or employees on a personal basis.

18. LIMITATION OF THIRD PARTY RIGHTS

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 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.

19. PERIOD OF ENGAGEMENT AND TERMINATION

Unless otherwise agreed in the engagement covering letter our work will begin when we receive your implicit or explicit acceptance of that letter. Except as stated in that letter we will not be responsible for periods before that date.

Each of us may terminate this agreement by giving not less than 21 days' notice in writing to the other party except where 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 prior to termination.

In the event of termination of this engagement and where the Engagement Letter provides for payment of our fees by a single payment (i.e. not by a monthly retainer), we will endeavour to agree with you the arrangements for the completion of work in progress at that time, unless we are required for legal or regulatory reasons to cease work immediately. In that event, we shall not be required to carry out further work and shall not be responsible or liable for any consequences arising from termination.

In the event of termination of this engagement and where the Engagement Letter provides for payment of our fees by monthly payments, you agree that we are engaged on a subscription basis and therefore that we will be entitled to cease work on the earlier of either the conclusion of the 1 month's notice period or the cessation of your monthly payments - and from that point we will be under no obligation to make any refund nor to complete any incomplete work and nor shall we be responsible or liable for any consequences arising from termination. Should you require us to complete any incomplete work, we will endeavour to agree with you the arrangements (including additional fees) for the completion of that work, unless we are required for legal or regulatory reasons to cease work immediately. In that event, we shall not be required to carry out further work and shall not be responsible or liable for any consequences arising from termination.

20. PROFESSIONAL RULES AND STATUTORY OBLIGATIONS

We will observe and act in accordance with the bye-laws, regulations and ethical guidelines of the Chartered Institute of Management Accountants and will accept instructions to act for you on this basis. 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 at our offices.

21. RELIANCE ON ADVICE

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.

22. RETENTION OF PAPERS

You have a legal responsibility to retain documents and records relevant to your affairs. During the course of our work we may collect information from you and others relevant to your affairs. We will return any original documents to you if requested.

Whilst certain documents may legally belong to you we may destroy correspondence and other papers that we store, electronically or otherwise, which are more than 7 years old. You must tell us if you require the return or retention of any specific documents for a longer period.

Please also refer to the Privacy Policy in these terms and conditions.

23. THE PROVISION OF SERVICES REGULATIONS 2009 ('SERVICES DIRECTIVE')

In accordance with our professional body rules, we are required to hold professional indemnity insurance. Details about the insurer and coverage can be found at our offices.

24. PRIVACY POLICY (V1.1)

Introduction

This Client Privacy Notice is adopted by The Antony J. Holdsworth Company Ltd t/a Antony J. Holdsworth & Co and its subsidiaries Clarence Trustees LLP and E. H. Taylors LLP t/a E. H. Taylors, collectively referred to in this privacy policy as the Group.

The Group is committed to respecting our clients' privacy and protecting their personal information from misuse or authorised disclosure and complying with privacy laws. The Group values its reputation and aims to maintain high ethical standards in the conduct of our business affairs.

This privacy policy explains how we use any personal information we collect from you when you enter into a contractual agreement with us to provide services.

Business Summary

The Group is a professional services company, specialising in the business area of accountancy, tax planning, wealth management, and estate planning. We process personal information to enable us to provide these services, to maintain our own accounts and records and to support and manage our employees. Specifically:

Bookkeeping	Profit improvement consultancy
VAT filing	Personal and business tax planning
Management accounts	Business start-up advice
Periodic accounts reviews	Business disposals
Preparation and filing of annual accounts	Business retirement strategies
Preparation and filing of annual tax returns	Lasting powers of attorney
Company secretarial services	Estate and IHT planning
Payroll processing	Probate work
Company pension processing	Care fee mitigation advice

Organisation Size: The Group employs between 10 and 15 staff.

Business Location: Essex, UK

Data Controller Details

Name: Beverley Wadhams
Email Address: mail@antonyjholdsworth.co.uk
Telephone Number: 01702 552008
Postal Address: 203 London Road, Hadleigh, Benfleet, Essex, UK, SS7 2RD

Data Protection Officer Details

Name: Beverley Wadhams
Contact Details: As above

Data We Collect

This notice relates to our use of any personal information we collect from you during the setting up and agreement of any services, i.e. the commencement of a contract. Data collected is as follows:

Name	NI Number
Email Address	Earning Records
Telephone Number	Bank Account Details
Postal Address	Pension Details
Employer	Other Investment & Income Details
Unique Tax Reference	

We Collect Personal Data Purely For Performance of a Contract

We will not collect any information about you that is not required for the performance of the contract. All the information we collect is required for the performance of the contract. The requirement to collect this data is absolute. If we do not collect this data we cannot perform the contract.

You have the right to terminate the contract provided the notice period in the agreement is upheld.

We have a legal obligation to retain personal data pursuant to the contract for presentation to HMRC, for the duration set out below under "How Long We May Keep Your Data."

Why We Collect Personal Data

We collect information about you purely to perform the contract specifically.

We also use it for business, regulatory and legal purposes, like:

- Dealing with any requests you make or content you submit.

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- Getting in touch if we need to tell you about something, like a change to our policies, issues with a service, or to invite you to a seminar on a subject we consider important and relevant to you.
- Complying with any requirements of our accountancy institute or with any requirements of the anti-money laundering, proceeds of crime, and anti-terrorism regulations.

Who Processes the Data We Collect (Who are the recipients of your data?)

We will store and process your data following industry best practice and security. We will take all reasonable steps to ensure that there are appropriate arrangements in place that includes provisions covering the appropriate secure transfer, handling and processing of the personal information by those entities and third parties.

- Some of that processing takes place at Hadleigh, Benfleet in UK.
- Some of that processing takes place in Southend-on-Sea, in UK.
- Some of the processing may take place outside of the UK but within the EEA and covered by GDPR.

Where processing takes place by one of our trusted data processors, we ensure that our contracts with those 3rd parties contain the appropriate GDPR model clauses and that all our 3rd parties are also compliant with the GDPR, this affords your data the same protection away from our organisation, as it does within it.

The data we collect may be processed by one or more of the following:

Company A: The Antony J. Holdsworth Company Ltd t/a Antony J. Holdsworth & Co
 Company B: Clarence Trustees LLP
 Company C: E. H. Taylors LLP t/a E. H. Taylors Company I: Quickbooks Online
 Company C: Xero
 Company D: Glide Practice Solutions
 Company E: Orchard Funding Ltd
 Company F: Receipt Bank
 Company G: Ocrex Auto Entry
 Company H: APS Legal & Associates Ltd

Where We Might Send Your Personal Data (Geographically)

We process data within the EEA and countries deemed by the European Union as having adequate safeguards for protecting personal data. These countries are recognised by the EU as having suitable safeguards for the rights and freedoms of individuals and recourse processes by which data subjects can exercise their rights.

We will only consider transferring your data outside of the EU if the following conditions are met:

A transfer, or set of transfers, may be made where the transfer is:

- Made with your explicit informed consent;
- Necessary for the performance of a contract between you and this organisation or for pre-contractual steps we need to take at your request;
- Necessary for the performance of a contract made in your interest between this organisation and another person;
- Necessary for important reasons of public interest;
- Necessary for the establishment, exercise or defence of legal claims;
- Necessary to protect your vital interests or those of other persons, where you are physically or legally incapable of giving consent;

OR

- Made from a register which under UK or EU law is intended to provide information to the public (and which is open to consultation by either the public in general or those able to show a legitimate interest in inspecting the register).

How Long We May Keep Your Data

The data referenced above in section, "Data We collect":

- Is kept in for as long as you remain a client of the Group
- For 6 years plus the current year after you cease to be a client of the Group
- We request authority from HMRC to delete your file after 7 years

Your Rights as an Individual in Respect of the Data We Hold

We respect the rights and freedoms of individuals and as such we would like to make you aware of the following.

You have the right to:

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Request access to your data
Request rectification of your data where there are errors or inaccuracies or the data is not current
Request that the data we hold is removed entirely from our systems (the right to have data removed is only applicable where it does not conflict with our legal & regulatory requirements to keep certain records according to the data retention period)
Request us to restrict processing of your data
Object to our processing of your data
Request your data in a format that is commonly used/accepted
Send your data to another controller
Withdraw consent already provided - at any time

You also have the right to complain to this organisation.

To exercise your rights above please contact any of the Data Protection Officer, Data Controller or Company representative via any of the channels provided.

You also have the right to lodge a complaint with a supervisory authority. In this instance this is the ICO and their contact details are as follows:

<https://ico.org.uk/concerns/handling/> or call the ICO on 0303 123 1113.

Quick Links for Exercising your Rights

DPO:	Beverley Wadhams
DPO Email Address:	mail@antonyjholdsworth.co.uk
DPO Phone Number:	01702 552008
Controller:	Beverley Wadhams
Controller Email Address:	mail@antonyjholdsworth.co.uk
Controller Phone Number:	01702 552008

Data Sources – How We Obtained Your Data

Any and all data in respect of, "Data We Collect," is collected directly from you, the individual.

We do not collect any of your personal data from any other sources. This includes any publicly accessible lists and or data sources, whether in the public domain or if we have a legitimate interest to be able to access those sources legally.

Do we have a Statutory or Legal Right to hold this data?

We have the statutory and/or legal right to hold the data you have provided, and detailed in respect of, "Data We Collect." See section – "Your Rights as an Individual in Respect of the Data We Hold."

Automated Decision Making, Profiling, and What that Means for You

Any and all data in respect of, "Data We Collect," is not subject to any automated decision making. We do not profile you using your data, any actions taken by us or our systems are as a direct result of explicit requests or consents you have chosen. There are no foreseeable consequences of any significance in respect of providing the data or being removed from the records, except that we will not be able to contact you.