

Standard Terms of Business

The purpose of this schedule is to set out the Standard Terms of Business that apply to all engagements accepted. All work carried out is subject to these terms except where changes are expressly agreed in writing.

These Standard Terms of Business are applicable to all types of entities (e.g., companies, LLPs, charities, friendly societies, academies, pension schemes, etc.). Any reference therefore to 'director' or 'company' should be interpreted as appropriate for the entity type (e.g., partner, trustee, governor, charity, LLP, etc.)

1 Contract and Contracting Parties

- 1.1 Our contract with you includes our engagement letter and these Standard Terms of Business.
- 1.2 Your contract is with Sumer Auditco Limited (we, us) which is a company registered in England with registration number 14308154 under the Companies Act 2006.
- 1.3 A limited liability company has 'directors'. However, it is more usual for senior professionals to be referred to as 'partners'. We have retained this title. However, there is no partnership arrangement between the directors or between the directors and the company. Throughout the remainder of this document the directors and partners will be referred to as principals.
- 1.4 There is no contract between you and any of our principals, employees, or consultants. Any advice provided or work done is done by a person on behalf of the company and not in their individual capacity. This means that no individual will have any personal responsibility to you for the advice or work carried out.
- 1.5 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.
- 1.6 The advice that is provided is for your use only and is not to be used to advise anyone you may talk to about it or show it to. Advice we provide to Kreston members (see below) is for them to pass on to their specific client. We accept no responsibility to anyone else for any part of our professional services that is provided to them.
- 1.7 If you are not clear about any of the terms, please contact the person looking after your affairs.

2 Professional obligations

- 2.1 As required by the *Provision of Services Regulations 2009* (SI 2009/2999), details of the firm's professional registrations, including audit registration where applicable, can be found on our website.
- 2.2 We will observe and act in accordance with the bye-laws and regulations of our professional body, The Institute of Chartered Accountants in England and Wales (ICAEW) together with their code of ethics. We accept instructions to act for you on this basis.
- 2.3 We have a duty to provide services under this contract with reasonable skill and care. If you give us confidential information, we will keep it confidential unless we have to release it by law or due to regulatory, ethical or other professional requirements.
- 2.4 Whilst working for you, we may act for other clients where there is a conflict of interest, and we will inform you immediately when this arises. We have safeguards that can be implemented to protect the interests of different clients if a conflict arises. 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 paragraphs on confidentiality below.

Professional indemnity insurance

- 2.5 In accordance with the disclosure requirements of the *Provision of Services Regulations 2009*, details of our professional indemnity insurer are provided on our website.

3 Fees

- 3.1 Our fees are computed on the value of the work we do for you, on the basis of time spent on your affairs by our staff and principals, and on the degree of skill and responsibility involved.
- 3.2 If it is necessary to carry out work outside the responsibilities outlined in our engagement letter with you it will involve additional fees. Accordingly, we would like to point out that it is in your interests to ensure that your records etc, are completed to the agreed stage.
- 3.3 Any special fee arrangement agreed (such as fixed or capped fees) will not cover additional work not identified when the assignment terms was agreed.
- 3.4 All fee proposals are given before VAT, and we will add VAT at the current rate when we raise our invoices for fees and disbursements.
- 3.5 Unless otherwise agreed, our fees will be charged separately for each main area of work outlined above and will be invoiced to you at appropriate intervals during the year. Unless we have alternative payment arrangements in place, our invoices are payable on receipt of the invoice. Payment can be made by cheque, cash, and direct transfer to our bank account, credit or debit card, direct debit or standing order. We can also arrange for third party funding to provide a loan to you for direct settlement of our fees.
- 3.6 Any disagreement with fees issued must be made in writing within 28 days of the date of issue, otherwise they will be deemed to have been accepted. We reserve the right to cease work when a previous fee or part thereof remains unpaid.
- 3.7 In some circumstances we may receive commission or other direct benefits from referrals to third parties, in which case you will be fully informed of the expected size and nature at the time of the introduction. You consent to such commissions or other benefits being retained by us without our being liable to account to you for any such amounts.
- 3.8 We reserve the right to charge interest on overdue accounts at the current rate under the *Late Payment of Commercial Debts (Interest) Act 1998*. We also reserve the right to terminate our engagement and cease acting if payment of any fees billed is unduly delayed.
- 3.9 If you and another person are acting together as a client, you are each liable to pay the full amount of our fees. 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 individuals (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 individuals nominated to act for you.
- 3.10 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.
- 3.11 In the event that we cease to act in relation to your affairs you agree to meet all reasonable costs of providing information to the new advisers. In particular you agree to meet these costs where we are required by law to provide information to a successor firm.

4. Limitation of liability

- 4.1 We will provide our services with reasonable care and skill. Our liability to you is limited to losses, damages, costs, and expenses directly caused by our negligence or wilful default.
- 4.2 You agree that you will not bring any claim in relation to our services against any of our principals, employees, or consultants on a personal basis.
- 4.3 Our work is not, unless there is a legal or regulatory requirement, to be made available to third parties without our written permission and we will accept no responsibility to third parties for any aspect of our professional services or work that is made available to them. 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 and our legal fees on an indemnity basis.
- 4.4 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.
- 4.5 We will not be liable to you for any delay or failure to perform our obligations under our engagement letter if the delay or failure is caused by circumstances outside our reasonable control.

- 4.6 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.
- 4.7 We will not be responsible for any increase in liability as a result of any limit you have agreed with any other advisor or due to the negligence of any other person against whom you do not pursue recompense. We will limit what we pay to the amount we reasonably ought to pay, taking account of our responsibility for the damage.

5 Help us to give you the right service

- 5.1 At Sumer Auditco Limited, we pride ourselves on providing a high-quality service that is both effective and efficient. From time to time, we will send you informative articles, invitations to our events and any other information we think you would find useful.

If you do not wish to receive these, you can opt out now or change your preferences at any time. All you need to do is get in touch with us via info@eqaccountants.co.uk or speak to your usual contact.

Alternatively, you can fill out the form on our website via www.eqaccountants.co.uk/sign-up and choose what you want to receive information on and what you do not – we will never send you anything you tell us you do not want.

- 5.2 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, by telephoning the principal responsible for your affairs. If following such discussions, you remain dissatisfied, you may refer the matter to Iain Gordon who may be contacted care of the Forfar Office.
- 5.3 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. If you are still not satisfied, you may take up matters with the ICAEW.
- 5.4 In order for us to provide you with a high-quality service on an ongoing basis it is essential that you provide us with relevant records and information when requested, reply to correspondence in a timely manner and otherwise follow the terms of the agreement between us set out in this Standard Terms of Business and associated engagement letter. We therefore reserve the right to cancel the engagement between us with immediate effect in the event of:
- your insolvency, bankruptcy or other arrangement being reached with creditors;
 - failure to pay our fees by the due dates;
 - either party being in breach of their obligations where this is not corrected within 30 days of being asked to do so.
- 5.5 If you provide us with all information and explanations on a timely basis in accordance with our requirements, we will plan to undertake the work within a reasonable period of time in order to meet any regulatory deadlines. However, failure to complete our services prior to any such regulatory deadline as a consequence of you submitting required information late would not, of itself, mean that we are liable for any penalty or additional costs arising.

6 Client monies

- 6.1 We may, from time to time, hold money on your behalf. Such money will be held in trust in a client bank account, which is segregated from the firm's funds. The account will be operated, and all funds dealt with, in accordance with the Clients' Money Regulations of the ICAEW.
- 6.2 We will return monies held on your behalf promptly as soon as there is no longer any reason to retain those funds. In the unlikely event of us holding any unclaimed monies we reserve the right to pay such monies to a registered charity. We will not do this unless we have been unable to contact you for at least five years and we have taken reasonable steps to trace you and return the monies.
- 6.3 We will pay you interest if the amount earned is more than £25.

7 Owning information and retention of and access to records

- 7.1 We own all information such as working papers, letters, file notes of meetings and telephone conversations etc which we create or receive either in our own right or whilst acting as your agent.

7.2 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:

- with trading or rental income: five years and 10 months after the end of the tax year;
- otherwise, 22 months after the end of the tax year.

Companies, Limited Liability Partnerships, and other corporate entities:

- six years from the end of the accounting period.

7.3 Although certain documents may legally belong to you, we intend to destroy correspondence and other papers that we store electronically or otherwise that are more than seven 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.

7.4 We reserve the right to convert information records and data, irrespective of ownership, into electronic format. If you require information returned, you agree that we may supply it either in electronic format or as a print of the image.

8 Client identification

8.1 In common with other professional services firms, we are required by the *Proceeds to Crime Act 2002* and the *Money Laundering Regulations 2017* to:

- maintain identification procedures for clients, beneficial owners of clients, and persons purporting to act on behalf of clients;
- maintain records of identification evidence and the work undertaken for the client; and
- report in accordance with the relevant legislation and regulations.

We have a statutory obligation under the above legislation to report to the National Crime Agency (NCA) any reasonable knowledge or suspicion of money laundering. Any such report must be made in the strictest confidence. In fulfilment of our legal obligations, neither the firm's principals nor any staff, enter into any correspondence or discussions with you regarding such matters.

8.2 If we are not able to obtain satisfactory evidence of your identity and where applicable that of the beneficial owners, we will not be able to proceed with the engagement.

8.3 Any personal data received from you to comply with our obligations under the MLR 2017 will be processed only for the purposes of preventing money laundering or terrorist financing. No other use will be made of this personal data unless use of the data is permitted by or under enactment other than MLR 2017, or we have obtained consent of the data subject to the proposed use of the data. The data will be destroyed 5 years following cessation of the client relationship.

9 Confidentiality

9.1 We confirm that where you give us confidential information, we shall at all times keep it confidential, except as required by law or as provided for in regulatory, ethical or other professional statements relevant to our engagement.

9.2 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 the engagement. These may include taking the same or similar steps as we take in respect of the confidentiality of our own information.

You agree that we may disclose your confidential information to our insurers, advisors, external file reviewers and software suppliers as is necessary for the relevant purposes.

9.3 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.

9.4 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.

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

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

10 Quality control

10.1 As part of our ongoing commitment to providing a high-quality service, our files are periodically subject to an independent regulatory or quality review. Our reviewers are highly experienced and professional people and are, of course, bound by the same requirements of confidentiality as our principals and staff.

11 Foreign Account Tax Compliance Act (FATCA) and Common Reporting Standards

11.1 Unless agreed specifically in a separate engagement letter, we are not responsible for your compliance with the *International Tax Compliance (United States of America) Regulations 2013*, produced as a result of FATCA. In particular, we are not responsible for the categorisation of any UK entity into either a Financial Institution (FI) or an active or passive Non-Financial Foreign Entity (NFFE) nor, if a Financial Institution, for its registration with the US Internal Revenue Service (IRS) and subsequent submission of the required annual returns to HM Revenue & Customs.

11.2 However, if requested to do so we can provide advice on the completion of the forms supplied by Financial Institutions under these Regulations, or under Common Reporting Standards, and used by them to determine the status of an entity. We can also provide advice on setting up the appropriate systems to identify and report on your clients or beneficiaries who are foreign citizens affected by FATCA or Common Reporting Standards.

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. You may only use such rights to the extent we agreed when engaged to provide services to you and may not resell or sublicense such rights without our further prior consent.

12.2 You are not permitted to use our name in any statement or document that you may issue unless our prior written consent has been obtained. The only exception to this restriction would be statements or documents that in accordance with applicable law are to be made public.

13 Third-party cloud-based software

13.1 We may use cloud-based software suppliers to help us provide our services. As part of our decision as to which supplier to use we review their data storage, security, and service levels to ensure the service provided is appropriate.

13.2 However, we cannot accept responsibility for any issues arising through the use of this service, however it is caused. The use of this service is at your own risk.

14 Internet communication

14.1 Unless you instruct us otherwise, we may, where appropriate, communicate with you and with third parties via email or by other electronic means. However, internet communications are capable of data corruption and therefore we do not accept any responsibility for changes made to such communications after their despatch. 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. We will never change our bank details without confirming this to you by posted letter. Any emailed or telephoned communication of this nature appearing to be from us which is not confirmed by post are fake and we accept no liability for any loss caused to you through accepting such communications as genuine. Similarly, you should give us by hand or by post details of your bank account.

14.2 It is the responsibility of the recipient to carry out a virus check on any attachments received.

14.3 We may choose to use a Client Portal to allow access and secure transfer of communication and documents created by us. We have sole discretion to decide which types of documents can be uploaded and viewed on the Client Portal.

14.4 Our Client Portal is offered to you and is conditional upon your acceptance of the terms, conditions, and notices contained herein. By using the portal you agree to these terms and conditions. We may modify, suspend, discontinue or restrict the use of any portion of our Client Portal, including the availability of any portion of the content at any time, without notice or liability.

- 14.5 Each user of the Client Portal is required to have a username and password. You acknowledge that you are solely responsible for:
- Not allowing access to the Client Portal to any third party;
 - Keeping all passwords and login details secure;
 - Ensuring that your network and systems meet any necessary performance requirements;
 - Promptly informing us of any unauthorised access or breach of security; and
 - Maintaining your own network and telecommunications links.
- 14.6 Sumer Auditco Limited will not be liable for any failures to deliver services due to transmission errors or unavailability of telecommunications networks (including for reasons of force majeure), or due to the failure or unavailability of any third party infrastructure.
- 14.7 Where required we may use the Client Portal to provide access for approval of documents; this approval will be seen as acceptance and signature of the document contained within the Client Portal.
- 14.8 We shall maintain commercially reasonable and appropriate security measures to protect against unauthorised or unlawful access to data in the portal, and against accidental loss or destruction of, or damage to, the data.

15 Data Protection

- 15.1 To enable us to discharge the services agreed under our engagement, and for other related purposes including updating and enhancing client records, analysis for management purposes and statutory returns, crime prevention and legal and regulatory compliance, we may obtain, use, process and disclose personal data about you/your business/company/partnership/its officers and employees and shareholders. We confirm when processing data on your behalf that we will comply with the relevant provisions of applicable data protection legislation. You will also ensure that any disclosure of personal data to us complies with such legislation. If you supply us with any personal data or confidential information you shall ensure you have full informed consent to pass it to us and will fully indemnify and hold us harmless if you do not have such consent and that causes us loss. If you are supplying us with personal data on the basis of a power of attorney for anyone, you must produce to us an original or certified power of attorney on demand.
- 15.2 Applicable data protection legislation places express obligations on you as a data controller where we as a data processor undertake the processing of personal data on your behalf. An example would be where we operate a payroll service for you. We therefore confirm that we will at all times use our reasonable endeavours to comply with the requirements of applicable data protection legislation when processing data on your behalf. In particular we confirm that we have adequate security measures in place and that we will aim to comply with any obligations equivalent to those placed on you as a data controller.
- 15.3 We will notify you within 10 working days if an individual asks for copies of their personal data, makes a complaint about the processing of personal data or serves a notice from a relevant data protection authority. You and we will consult and cooperate with each other when responding to any such request, complaint or notice. If an individual whose data you have supplied to us or which we are processing on your behalf asks us to remove or cease processing that data, we shall be entitled to do so where required by law.
- 15.4 We may transfer information about you to other countries including countries outside the European Economic Area which do not have the same level of data protection as the UK. We will only do this when appropriate, for example when we work with foreign professionals on your behalf.
- 15.5 We may export personal data you supply to us outside the European Economic Area for the purposes of storage and data processing.
- 15.6 We will answer your reasonable enquiries to enable you to monitor compliance with this clause.
- 15.7 Our full Privacy Notice is available through our website. If you do not have access to our website, please contact us and a copy of our Privacy Notice will be sent to you.

16 Applicable law

- 16.1 Our engagement with you is governed by and construed in accordance with Scottish Law. The Courts of Scotland will have exclusive jurisdiction in relation to any claim, dispute or difference concerning this engagement and any matter arising from it. Each party irrevocably waives any right it may have to object to any action being brought in those courts, to claim that the action has been brought in an inappropriate forum, or to claim that those courts do not have jurisdiction.
- 16.2 If any provision in this Standard Terms of Business or any associated engagement letter, or its application, are found to be invalid, illegal or otherwise unenforceable in any respect, the validity, legality or enforceability of any other provisions shall not in any way be affected or impaired.

17 Changes in the law, in practice or in public policy

17.1 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, public policy or your circumstances.

17.2 We will accept no liability for losses arising from changes in the law or the interpretation thereof, practice, or public policy that are first published after the date on which the advice is given to the fullest extent permitted by applicable law.

18 Draft/interim work or oral advice

18.1 In the course of our providing services to you we may provide advice or reports or other work products in draft or interim form, or orally. However, final written work products will always prevail over any draft, interim or oral statements. Where you request it, we will provide you with written confirmation of matters stated orally.

19 Interpretation

19.1 If any provision of our engagement letter or Standard Terms of Business is held to be void for whatever reason, then that provision will be deemed not to form part of this contract, and no other provisions will be affected or impaired in any way. In the event of any conflict between these Standard Terms of Business and the engagement letter, the relevant provision in the engagement letter will take precedence.

20 Internal disputes within a client

20.1 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 (unless we have agreed otherwise) and we would not provide information or services to one party without the express knowledge and permission of all parties. Unless otherwise agreed by all parties, we will continue to supply information to the registered office/normal place of business for the attention of the directors/proprietors. If conflicting advice, information or instructions are received from different directors/principals in the business, we will refer the matter back to the board of directors/the partnership and take no further action until the board/partnership has agreed the action to be taken. In certain cases, we reserve the right to cease acting for the business/client entirely.

21 Investment services

21.1 Since we are not authorised by the Financial Conduct Authority then we may have to refer you to someone who is authorised if you need advice on investments. However, as we are licensed by our professional body, 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.

21.2 Such advice may include:

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

21.3 For corporate clients we may also, on the understanding that the shares or other securities of the company are not publicly traded:

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

21.4 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.

22 Third Parties

- 22.1 You will be wholly responsible for the work and fees of any third party engaged by you in connection with the services that we will provide. Unless specified in the letter of engagement, we will not be responsible for managing or reviewing services delivered by third parties.
- 22.2 As part of the performance of the services that we will provide, it may be necessary for us to take specialist advice from a third party (a 'subcontractor') and we will be entitled to do so provided that we remain liable to you for the work to be performed by the subcontractor. For the purposes of the assignment, any references to our employees also apply to subcontractors.
- 22.3 Notwithstanding the confidentiality clause above, we may also disclose information concerning your business to our subcontractors provided that they have agreed to maintain as confidential such information acquired by them during the provision of the services that we will provide.

23 Agreement of terms

- 23.1 Our engagement letter and these Standard Terms of Business form the whole agreement between you and us and replace all previous agreements and terms between us.
- 23.2 Either party may terminate our appointment by notice in writing to the other, stating the date with effect from which the appointment terminates. If no date is specified, termination shall be the date on which notice is received. If exceptionally it becomes necessary for us to withdraw from the appointment, then our fees for work performed up to that date will be payable by you.
- 23.3 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 will not be responsible or liable for any consequences arising from termination.

24 Changes to these Standard Terms of Business

- 24.1 These Standard Terms of Business may be subject to change. We will make changes by publishing them on our website. You can find the current version there. If you do not have access to our website, please contact us and a paper version of our Standard Terms of Business will be sent to you.