

The following standard terms of business apply to all engagements accepted by Reeves Wilkinson Limited trading as Botting & Co (Botting & Co). All work carried out is subject to these terms except where changes are expressly agreed in writing.

Within this document "you" refers to any client of Botting & Co, being an individual, a partnership and/or its partners, a company and/or its directors or a charity and/or its trustees.

The signatory to this document for the client warrants that they have the authority of all other parties to enter into this agreement, and indemnifies Botting & Co on this basis.

**1. Professional obligations**

- 1.1 We will observe the byelaws, regulations and ethical guidelines of the Association of Chartered Certified Accountants and accept instructions to act for you on the basis that we will act in accordance with those guidelines. Copies of these requirements are available for inspection in our offices.
- 1.2 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 pronouncements applicable to this engagement.
- 1.3 We reserve the right to act during this engagement for other clients whose interests may be adverse to yours. We will notify you immediately should we become aware of any conflict of interest to which we are subject in relation to you.

**2. Fees**

- 2.1 Our fees are computed on the basis of time spent on your affairs by the principals and our staff, and on the levels of skill and responsibility involved.
- 2.2 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 will be the case.
- 2.3 If it is necessary to carry out work outside the responsibilities outlined in this letter it will involve additional fees. Accordingly we would like to point out that it is in your interest to ensure that your records are completed to the agreed stage.
- 2.4 Our fee invoices are payable in full on presentation. Interest may be charged on all overdue debts at the rate for the time being applicable under the Late Payment of Commercial Debts (Interest) Act 1998.
- 2.5 In some cases, at our discretion, we may request that a fee is paid in advance or that a proportion of the fees are paid in advance by regular standing order. Standing order arrangements will not routinely be agreed for settlement of overdue fees.
- 2.6 We reserve the right to defer filing of accounts and tax returns until all outstanding fees have been paid.
- 2.7 We reserve the right to deduct outstanding fees from tax refunds paid directly to us by HMRC.
- 2.8 If you have a query on one of our invoices, you must raise it with us in writing as soon as possible and, in any event, no later than 21 days after the invoice date. If no such query is received, the invoice will be deemed to have been accepted.

- 2.9 In the case of a company, the responsibility for preparing accounts and administering taxes is a personal one of the directors; hence this contract is with the directors and officers of the company rather than the company itself. For convenience, we will invoice the company on their behalf, save that if the company defaults the directors and officers will be personally liable.

### **3. Client Monies**

- 3.1 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' Monies Rules of the Association of Chartered Certified Accountants.
- 3.2 Fees paid by you in advance for professional work to be performed and clearly identifiable as such shall not be regarded as clients' monies.

### **4. Quality Control**

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

### **5. Limitation of Liability**

- 5.1 The advice which we give to you is for your sole use and does not constitute advice to any third party to whom you may communicate it.
- 5.2 We will provide the professional services outlined in this letter with reasonable care and skill. However, we will not be responsible for any losses, penalties, surcharges, interest or additional tax liabilities arising from the supply by you or others of incorrect or incomplete information, or from the failure by you or others to supply any appropriate information or your failure to act on our advice or respond promptly to communications from us or the tax authorities.

### **6. Investment Business (ACCA – Designated Professional Body)**

- 6.1 Investment business is regulated under the Financial Services and Markets Act 2000. We are not authorised under this Act.
- 6.2 This firm is registered with the Association of Chartered Certified Accountants for carrying out exempt regulated activities and may therefore provide a limited range of investment business services that arise out of the provision of our main professional services.
- 6.3 If you require investment business services outside the scope of our registration, you will have to seek the advice of an Independent Financial Advisor (IFA). If you require, we may recommend an IFA.
- 6.4 If we are required to provide advice, we will issue a separate letter of engagement.

**7. Commissions or Other Benefits**

7.1 In some circumstances, commissions or other benefits may become payable to us or to one of our associates in respect of transactions which we or such associates arrange for you. The fees that would otherwise be payable by you as described will not take into account the benefit to us of such amounts. As far as allowed by legislation, you consent to such commission or other benefits being retained by us or, as the case may be, by our associates, without our or their being liable to account to you for any such amounts.

**8. Retention of Records**

8.1 During the course of our work we will collect information from you and others acting on your behalf and will return any original documents to you following preparation of your return. You should retain them for seven years from the end of the relevant accounting period. This period may be extended if the HM Revenue & Customs enquire into your tax return.

8.2 Though certain documents may legally belong to you, we intend to destroy correspondence and other papers that we store according to our Privacy Policy, other than documents that we consider to be of continuing significance. You must inform us by letter if you require retention of a particular document.

8.3 We may choose to hold these documents where possible in an electronic format. In this event we will ensure these documents are readily accessible should they be requested by yourself or an authorised individual.

**9. Quality of Service**

9.1 As part of our ongoing commitment to providing a quality service, our files are periodically subject to an independent 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.

9.2 We aim to provide a high quality of service at all times. If you would like to discuss with us how our service could be improved or if you are dissatisfied with the service you are receiving please let us know by contacting Andy Reeves or Simon Wilkinson.

9.3 We undertake to look into any complaint carefully and promptly and to do all we can to explain the position to you. If we do not answer your complaint to your satisfaction you may take up the matter with the Association of Chartered Certified Accountants.

**10. Electronic Communication**

10.1 As Internet communications are capable of data corruption we do not accept any responsibility for changes made to such communications after their dispatch. For this reason it may be inappropriate to rely on advice contained in an e-mail without obtaining written confirmation of it. All risks connected with sending commercially sensitive information relating to your business are borne by you and are not our responsibility. If you do not accept this risk, you should notify us in writing that e-mail is not an acceptable means of communication.

10.2 E-mail may be used to enable us to communicate with you. As with other means of delivery this carries with it the risk of inadvertent misdirection or non delivery. It is the responsibility of the recipient to carry out a virus check on any attachments received.

- 10.3 We shall also use our online portal to send information to you. The portal may also be used by you to send us information. We will wherever possible use the portal for the sending of information and documents, for approval for filing of accounts, tax returns and other documents instead of using the post.

**11. Applicable Law**

- 11.1 This engagement letter is governed by, and construed in accordance with, UK law. The Courts of England and Wales 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 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.

- 11.2 All work performed is conducted using the current legislation according to the accounting period. We cannot be held responsible for future development and changes in the legislation.

**12. Contracts (Rights of Third Parties) Act 1999**

- 12.1 A person who is not party to this agreement shall have no right 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.

**13. General Data Protection Regulations 2018**

- 13.1 In accordance with GDPR we have published our Privacy Policy on our website at this location, <https://bottingandco.co.uk/botting-co-privacy-notice/>. This outlines exactly what data we collect from you and how we treat it. If you have any questions in relation to this, please contact us.

**14. Money laundering regulations 2017**

- 14.1 In accordance with the Proceeds of Crime Act and Money Laundering Regulations 2017 you agree to waive your right to confidentiality to the extent of any report made, document provided or information disclosed to the National Criminal Intelligence Service (NCIS).
- 14.2 You also acknowledge that we are required to report directly to NCIS without prior reference to you or your representatives if during the course of undertaking any assignment the person undertaking the role of Money Laundering Reporting Officer becomes suspicious of money laundering.