Terms of Business

1 Applicable law and dispute resolution

1.1 The engagement letter, together with the schedule(s) of services and these terms of business, is 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 the engagement letter and any matter arising from it on any basis. Each party irrevocably waives any right to object to any action being brought in those Courts, to claim that the action has been brought in an inappropriate forum, or to claim that those Courts do not have jurisdiction.

1.2 The parties agree that, in the event of a dispute or alleged breach, they will work together in good faith to resolve the matter internally and then, if necessary, to use a mutually agreed alternative dispute resolution technique prior to resorting to litigation.

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

2 Interpretation

2.1 If any provision of the engagement letter, schedule(s) of services or these terms of business is held to be void, then that provision will be deemed not to form part of this contract. In the event of any conflict between these terms of business and the engagement letter or schedule(s) of services, the relevant provision in the engagement letter or schedule(s) of services will take precedence.

3 Client identification

3.1 As with other professional service 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, and you will provide to us, such information and documentation as we require for these purposes, and you authorise us to make searches of appropriate databases. If we are not able to obtain satisfactory evidence of your identity, we will not be able to proceed with the engagement.

4 Period of engagement and termination

4.1 Unless otherwise agreed in the engagement 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 any work done or advice given before that date.

4.2 Each of us may terminate our agreement by giving not less than 21 days' notice in writing to the other party except if you fail to cooperate with us or we have reason to believe that you have provided us with misleading information, in which case we may terminate this agreement immediately. Termination will be without prejudice to any rights that may have accrued to either of us before termination.

4.3 We reserve the right to terminate the engagement between us with immediate effect in the event of: your insolvency, bankruptcy or other arrangement being reached with creditors; an independence issue or change in the law which means we can no longer act; failure to pay our fees by the due dates; or either party being in breach of their obligations if this is not corrected within 30 days of being asked to do so.

4.4 In the event of termination of this engagement, 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.

4.5 In the event of early termination of this engagement, our fees will include time and other costs necessarily incurred to bring the engagement to an orderly conclusion.

4.6 We reserve the right to levy a charge for providing access to our working papers to a successor firm, either where we are legally obliged to do so or at your specific request.

4.7 Should we resign or be requested to resign, we may issue a disengagement letter to ensure that our respective responsibilities are clear. Should we have no contact with you for a period of twelve months or more, we may issue to your last known address a disengagement letter and thereby cease to act.

5 Professional rules and statutory obligations

5.1 We will observe and act in accordance with the byelaws, regulations and Code of Ethics of the Institute of Chartered Accountants in England and Wales (ICAEW), and will accept instructions to act for you on this basis.

5.2 We will not be liable for any loss, damage or cost arising from our compliance with statutory or regulatory obligations You can see copies of these requirements in our offices. The requirements are also available online at https://www.icaew.com/regulation.

5.3 We confirm that we are statutory auditors eligible to conduct audits under the Companies Act 2006. When conducting audit work, we are required to comply with the Ethical and Auditing Standards issued by the FRC, which can be accessed online at www.frc.org.uk/Our-Work/Codes-Standards/Audit-and-assurance/Standards-and-guidance/Standards-and-guidance-for-auditors.aspx. We are also required to comply with the Audit Regulations and Guidance which can be accessed at https://www.icaew.com/regulation/working-in-the-regulated-area-of-audit.

6 Conflicts of interest

6.1 We will inform you if we become aware of any conflict of interest in our relationship with you, or in our relationship with you and another client, unless we are unable to do so because of our confidentiality obligations. We have safeguards that can be implemented to protect the interests of different clients if a conflict arises. If conflicts are identified which cannot be managed in a way that protects your interests, we regret that we may be unable to provide further services while the conflict continues.

6.2 If there is a conflict of interest that is capable of being addressed successfully by the adoption of suitable safeguards to protect your interests, we will adopt those safeguards. Where possible, this will be done on the basis of your informed consent. In resolving the conflict, we would be guided by the ICAEW's Code of Ethics which can be viewed at https://www.icaew.com/technical/trust-and-ethics/ethics/code-of-ethics.

6.3 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 referred to below.

7 Confidentiality

7.1 Unless we are authorised by you to disclose information on your behalf, we confirm that if you give us confidential information we will, at all times during and after this engagement, keep it confidential, except as required by law or as provided for in regulatory, ethical or other professional pronouncements applicable to us or our engagement.

7.2 You agree that, if we act for other clients who are or who become your competitors, to comply with our duty of confidentiality it will be sufficient for us to take such steps as we think appropriate to preserve the confidentiality of information given to us by you, both during and after this engagement. This may include taking the same or similar steps as we take in respect of the confidentiality of our own information.

7.3 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.

7.4 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.

7.5 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. We will inform you of the proposed use of a subcontractor before they commence work, except where your data will not be transferred out of our systems and the subcontractor is bound by confidentiality terms equivalent to an employee.

7.6 You agree that we may discuss your affairs openly with any of your advisors unless you expressly instruct us to the contrary.

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

7.8 If we use external or cloud-based systems, we will ensure confidentiality of your information is maintained. We may occasionally need to make available certain data of yours held on our systems to our software suppliers in order to resolve processing problems that we may encounter. You authorise us to disclose to our software suppliers such information and data that we hold in order that they may investigate and rectify any problems we have experienced with your data during its processing, unless you expressly instruct us to the contrary. If you are using Inflo as part of our engagement, you must use the latest version of Inflo's software and accept all updates. PKF Littlejohn LLP is not responsible for any issues arising from outdated software use or incompatibility.

8 Data Protection

8.1 In this clause 8, the following definitions shall apply:

'client personal data' means any personal data provided to us by you, or on your behalf, for the purpose of providing our services to you, pursuant to our engagement letter with you;

'data protection legislation' means all applicable privacy and data protection legislation and regulations including PECR, the UK GDPR and any applicable national laws, regulations and secondary legislation in the UK relating to the processing of personal data and the privacy of electronic communications, as amended, replaced or updated from time to time;

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

'UK GDPR' has the meaning given in section 3(1) (as supplemented by section 205(4)) of the Data Protection Act 2018; and

'PECR' means the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003).

'Inflo' means Inflo Group Limited whose registered office is at 69 Church Way, North Shields, United Kingdom, NE29 0AE.

Where we act as Data Controllers:

8.2 We shall each be considered an independent Data Controller in relation to the client personal data which we may obtain in order to deliver our contractual services. Each of us will comply with all requirements and obligations applicable to us under the data protection legislation in respect of the client personal data.

8.3 You shall only disclose client personal data to us where either:

(i) you have provided the necessary information to the relevant data subjects regarding its use (and you may use or refer to our privacy notice available at https://www.pkf-l.com/our-policies-and-reports/data-protection-privacy-notice/ for this purpose);
(ii) you have a lawful basis upon which to do so, which, in the absence of any other lawful basis, shall be with the relevant data subject's consent; and
(iii) you have complied with the necessary requirements under the data protection legislation to enable you to do so.

8.4 Should you require any further details regarding our treatment of personal data, please in the first instance contact the individual at PKF Littlejohn who normally deals with your affairs.

8.5 We shall only process the client personal data:

(i) in order to provide our services to you and perform any other obligations in accordance with our engagement with you;
(ii) in order to comply with our legal or regulatory obligations; and
(iii) where it is necessary for the purposes of our legitimate interests and those interests are not overridden by the data subjects' own privacy rights. Our privacy notice (available at https://www.pkf-l.com/our-policies-and-reports/data-protection-privacy-notice/) contains further details as to how we may process client personal data.

8.6 For the purpose of providing our services to you, pursuant to our engagement letter, we may disclose the client personal data to members of our firm's network, our regulatory bodies or other third parties (for example, our professional advisors or service

providers). If you are using Inflo as part of our engagement, you acknowledge that Inflo acts as a data processor on behalf of PKF Littlejohn LLP and/or directly on your behalf. You are responsible for ensuring that all client personal data shared via Inflo complies with applicable data protection legislation, and that you have obtained all necessary consents and lawful bases for processing. The third parties to whom we disclose such personal data may be located outside of the United Kingdom (UK). We will only disclose client personal data to a third party (including a third party outside of the UK) provided that the transfer is undertaken in compliance with the data protection legislation.

8.7 We shall maintain commercially reasonable and appropriate security measures, including administrative, physical and technical safeguards, to protect against unauthorised or unlawful processing of the client personal data and against accidental loss or destruction of, or damage to, the client personal data.

8.8 In respect of the client personal data, provided that we are legally permitted to do so, we shall promptly notify you in the event that:

(a) we receive a request, complaint or any adverse correspondence from or on behalf of a relevant data subject, to exercise their data subject rights under the data protection legislation or in respect of our processing of their personal data;

(b) we are served with an information, enforcement or assessment notice (or any similar notices), or receive any other material communication in respect of our processing of the client personal data from the Information Commissioner's Officer or any other supervisory authority; or

(c) we reasonably believe that there has been any incident which resulted in the accidental or unauthorised access to, or destruction, loss, unauthorised disclosure or alteration of, the client personal data.

8.9 Upon the reasonable request of the other, we shall each co-operate with the other and take such reasonable commercial steps or provide such information as is necessary to enable each of us to comply with the data protection legislation in respect of the services provided to you in accordance with our engagement letter with you in relation to those services.

Where we act as Data Processors:

8.10 We shall both comply with all applicable requirements of the data protection legislation. This clause 8 is in addition to, and does not relieve, remove or replace, either of our obligations under the data protection legislation.

8.11 We both acknowledge that for the purposes of the data protection legislation, you are the data controller and we are the Data Processor.

8.12 In respect of the client personal data, unless otherwise required by applicable laws or other regulatory requirements, we shall:

(a) process the client personal data only in accordance with your lawful written instructions, in order to provide you with the services pursuant to our engagement with you and in accordance with applicable data protection legislation;

(b) disclose and transfer the client personal data to members of our firm's network, our regulatory bodies or other third parties (for example, our professional advisors or service providers) as and to the extent necessary in order to provide you with the services pursuant to our engagement with you in relation to those services;

(c) disclose the client personal data to courts, government agencies and other third parties as and to the extent required by law;

(d) maintain written records of our processing activities performed on your behalf which shall include: (i) the categories of processing activities performed; (ii) details of any cross border data transfers outside of the United Kingdom (UK); and (iii) a general description of security measures implemented in respect of the client personal data;

(e) maintain commercially reasonable and appropriate security measures, including administrative, physical and technical safeguards, to protect against unauthorised or unlawful processing of any client personal data and against accidental loss or destruction of, or damage to, such client personal data.

(f) return or delete all the client personal data upon the termination of the engagement with you pursuant to which we agreed to provide the services;

(g) ensure that only those personnel who need to have access to the client personal data are granted access to it and that all of the personnel authorised to process the client personal data are bound by a duty of confidentiality;

(h) notify you if we appoint a sub-processor (but only if you have given us your prior written consent, such consent not to be reasonably withheld or delayed) and ensure any agreement entered into with the relevant sub-processor includes similar terms as the terms set out in this clause 8;

(i) where we transfer the client personal data to a country or territory outside the UK to do so in accordance with data protection legislation;

(j) notify you promptly if:

i. we receive a request, complaint or any adverse correspondence from or on behalf of a relevant data subject, to exercise their data subject rights under the data protection legislation or in respect of the client personal data;

ii. we are served with an information or assessment notice, or receive any other material communication in respect of our processing of the client personal data from the Information Commissioner's Officer or any other supervisory authority; or

iii. in our reasonable opinion, an instruction infringes Data Protection legislation;

(k) notify you, without undue delay, in the event that we reasonably believe that there has been a personal data breach in respect of the client personal data;

(l) at your cost and upon receipt of your prior written notice, allow you, on an annual basis and/or in the event that we notify you of personal data breach in respect of the client personal data, reasonable access to the relevant records, files, computer or other communication systems, for the purposes of reviewing our compliance with the data protection laws; and

(m) not alter, copy, duplicate or change client personal data without your written authority.

(n) If you are using Inflo as part of our engagement, you must not upload or transmit any client personal data to Inflo beyond what is strictly necessary for the use of the services. PKF Littlejohn LLP shall not be liable for any unauthorised or excessive data transfers.

8.13 You hereby explicitly acknowledge and consent that we may make use of cloud computing services to store Personal Information and other data relating to you. We will use commercially reasonable security technologies (such as encryption, password protection and firewall protection) to protect this Personal Information and other data from unauthorised disclosure. You, however, acknowledge and agree that it is impossible for us to guarantee the security of the Personal Information and other data with absolute certainty and that the use of cloud computing services may therefore entail certain risks. In addition to the provisions set out in Article 82 of the UK GDPR, we shall only be responsible, subject to any limitation of liability clause included in the body of the engagement letter, if it has finally judicially been determined that we did not take commercially reasonable measures to protect the Personal Information and other data from unauthorised disclosure.

8.14 Without prejudice to the generality of clause 8.10, you will ensure that you have all necessary appropriate consents and notices in place to enable the lawful transfer of the client personal data to us.

8.15 If you are using Inflo as part of our engagement, we shall not be liable for any loss or damage arising from your use of Inflo or other third-party software, except where such loss results directly from our own negligence or breach of duty. You acknowledge that Inflo's services are provided 'as is' and subject to its own limitations and disclaimers.

8.16 We may use artificial intelligence tools, data analytics or other automated or technology-enabled tools to support the delivery of our services. Such tools are used to assist our professionals and do not replace the application of professional judgement, supervision or review. Outputs generated using such tools may require interpretation and validation by appropriately qualified professionals and should not be relied upon in isolation. Responsibility for decisions made on the basis of our work remains with you. Where such tools are used, client data will be processed in accordance with applicable data protection laws and our confidentiality obligations, and will not be used to train publicly available AI models. The use of artificial intelligence or automated tools does not increase, extend or modify our duties, responsibilities or liability, which remain subject to the limitations set out in these Terms of Business.

8.17 Should you require any further details regarding our treatment of personal data, please contact in the first instance the individual at PKF Littlejohn LLP who normally deals with your affairs.

9 Electronic and other communication

9.1 Unless you instruct us otherwise we may, if 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.

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

9.3 Any communication by us with you sent through the post or DX system is deemed to arrive at your postal address two working days after the day on which the document was sent.

10 Fees and payment terms

10.1 Our fees will normally be based not only upon the time spent on your affairs, but also on the level of skill and responsibility, the importance and value of the advice that we provide, and the level of risk involved.

10.2 Unless it is explicitly confirmed in writing to be a fixed price, if we provide you with an estimate of our fees for any specific work, the estimate will not be contractually binding.

10.3 If it becomes apparent to us that, due to unforeseen circumstances, a fee quote is inadequate, we reserve the right to notify you of a revised figure or range and to seek your agreement thereto.

10.4 It is, in addition, our normal practice to issue interim invoices when dealing with continuous or recurring work.

10.5 In relation to audit and special assignments (including tax special work) with fees of £100,000 and over, the fee will be billed as follows:

- 30% at the commencement of the planning; and
- 70% remaining fee invoiced monthly.

10.6 In relation to audit and special assignments (including tax special work) with fees between £5,000 and £100,000, the fee will be billed as follows:

- 30% at the commencement of the planning;
- 50% at the conclusion of the fieldwork; and
- 20% on the completion of the assignment.

10.7 For assignments with fees below £5,000, these will be billed as follows:

- 50% at the conclusion of the fieldwork; and
- 50% on the completion of the assignment.

10.8 For private tax clients, we will issue quarterly invoices during the year following the end of the tax year to which our work will relate and based on an estimate of the anticipated fee for the previous tax year, subject to any adjustment in the final quarterly fee.

10.9 Our invoices are due for settlement on presentation, unless we have agreed other payment arrangements in writing. Our fees are exclusive of VAT, which will be added where it is chargeable. Any disbursements we incur on your behalf, and expenses incurred in the course of carrying out our work for you, will be added to our invoices where appropriate.

10.10 Unless otherwise agreed, our fees do not include the costs of any third party, counsel or other professional fees. If these costs are incurred to fulfil our engagement, such necessary additional charges may be payable by you.

10.11 We reserve the right to charge interest on late-paid fees at 2% above HSBC Bank Plc base rate ruling on the date the payment is due, under the Late Payment of Commercial Debts (Interest) Act 1998. We also reserve the right to suspend our services, or to cease to act for you on giving written notice, if payment of any fees is unduly delayed. We will exercise these rights only where it is fair and reasonable to do so.

10.12 If you do not accept that a fee is fair and reasonable, you must notify us in writing within 21 days of receipt, failing which you will be deemed to accept that the fee is fair, and payment is due.

10.13 In signing the engagement letter, the person or persons so doing confirm that they have authority to bind the entity to which the letter is addressed to the terms of the engagement. Where that is not the case, we reserve the right to seek payment from the person or persons signing the letter, and you agree that we shall be entitled to enforce any such sums due against the individual or entity nominated to act for you.

11 Commissions and other benefits

11.1 In some circumstances, we may receive commissions or other benefits for introductions to other professionals, or in respect of transactions which we arrange for you. 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 same will apply where the payment is made to, or the transactions are arranged by, a person or business connected with ours. The fees you would otherwise pay will not normally be reduced by the amount of the commissions or benefits.

12 Client money

12.1 We may, from time to time, hold money on your behalf. Such money will be held in trust in a non-interest-bearing client bank account with HSBC Bank Plc (or such other bank as we may choose from time to time), which is segregated from the Firm's funds. We will inform you in writing if we use a bank other than HSBC Bank Plc. You accept responsibility for the security of the money so held, and we will not be responsible to you for such money if the bank in question is unable to meet its responsibilities. If you wish us to use another bank, you must instruct us accordingly, and you will be responsible for any additional costs that may result. The client bank account will be operated, and all funds dealt with, in accordance with the Clients' Money Regulations of the Institute of Chartered Accountants in England and Wales.

12.2 If the total sum of money held on your behalf exceeds £10,000 for a period of more than 30 days, or such sum is likely to be held for more than 30 days, then the money will be placed in a separate client bank account designated to you. This account will be non-interest bearing unless you specifically request that such funds are held in a separate interest-bearing client bank deposit account.

12.3 All interest earned on such money that is credited to a client bank deposit account by the bank will remain in the account until you specifically request in writing that it be paid to you. Subject to any tax legislation, any interest will be paid gross. No interest will be paid to you on sums held in non-interest-bearing client bank accounts.

12.4 Any charges rendered by the bank on the operation of the general client bank account relating to the money held in that account on your behalf, or on a separate client bank account designated to you, will be deducted as incurred.

12.5 We will return monies held on your behalf promptly, as soon as there is no longer any reason to retain those funds. If any funds remain in our client account that are unclaimed, and the client to which they relate has remained untraced for five years, or we as a firm cease to practise, we may pay any such unclaimed monies to a registered charity.

13 Reliance on advice

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

14 Implementation

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

15 Intellectual property rights

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

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

15.3 Nothing in the engagement letter, schedule(s) of services or these terms of business shall be construed so as to prevent PKF Littlejohn LLP from using techniques, expertise and ideas gained during the performance of the engagement in the furtherance of other client work. Such use must not result in a disclosure of confidential information in breach of section 7 above or an infringement of any of your intellectual property rights.

16 Internal disputes within a client

16.1 In this clause:

"Entity" means the client as defined in the engagement letter, where the client is other than a sole individual;

"the Parties" means the individual(s) or other entity (or entities) who comprise the client, or are involved in the ownership or management of the client, and "Party" shall be construed accordingly; and

"the Main Contact" means the Party or Parties from whom we normally accept instructions in relation to the Entity.

16.2 If we become aware of a dispute between the Parties, it will normally be the case that our client is the Entity rather than any particular Party. Consequently, we will not provide information or services to one Party without the express knowledge and permission of all Parties.

16.3 Unless otherwise agreed by all Parties, we will continue to supply information to the normal contact address of the Entity for the attention of the Main Contact.

16.4 If we receive conflicting advice, information or instructions from different Parties, we will refer the matter back to the Main Contact as appropriate, and take no further action until the Main Contact has instructed us as to the action to be taken.

17 Investment advice (including insurance distribution services)

17.1 Investment business is regulated by the Financial Services and Markets Act 2000. If, during the provision of professional services to you, you need advice on investments (including insurances), we may have to refer you to someone who is authorised by the Financial Conduct Authority, as we are not. However, as we are licensed by the Institute of Chartered Accountants in England and Wales, 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.

17.2 We may therefore be able to:

- 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), and 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 an attorney under a power of attorney) where decisions to invest are taken on advice of an authorised person,

17.3 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.

17.4 In the unlikely event that we cannot meet any liabilities owed to you arising out of such exempt regulated investment services undertaken, you may be able to claim compensation under the Chartered Accountants' Compensation Scheme. Further information about the scheme and the circumstances in which grants may be made is available on ICAEW's website: www.icaew.com/cacs.

17.5 In relation to the conduct of insurance distribution activities, we are an ancillary insurance intermediary. We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by The Institute of Chartered Accountants in England and Wales. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/register.

18 Exclusion of liability

18.1 We will not be 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.

18.2 You agree to hold harmless and indemnify us, our members, partners, employees, agents and consultants against any misrepresentation (intentional or unintentional) supplied by you to us orally, or in writing, in connection with this engagement.

18.3 To the maximum extent possible under law, 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.

18.4 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.

18.5 Neither we nor you will be liable to the other for the effect of any delay or total or partial failure to fulfil relevant duties and obligations under the engagement to the extent that any delay or failure arises from causes beyond our and your control including, but not limited to, any act of God, fire, act of Government or war, commotion, insurrection, embargo, prevention from or hindrance in obtaining any raw materials, energy or other supplies, labour disputes or whatever nature or any other reason beyond our and your control. If such reasons continue to prevent performance of either party's duties and obligations for a period of more than 60 days, the parties shall consult together for the purpose of agreeing what action should be taken.

19 Exclusion of liability to third parties

19.1 The advice and information we provide to you as part of our service is for your sole use, and not for any third party to whom you may communicate it, unless we have expressly agreed in the engagement letter or otherwise in writing that a specified third party may rely on our work. We accept no responsibility to third parties, including any group company to whom the engagement letter is not addressed, for any advice, information or material produced as part of our work for you which you make available to them.

19.2 A party to this agreement is the only person who has the right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

19.3 In the event that we find ourselves subject to a claim from another party arising out of this engagement (other than as a result of our own negligence or wilful default), any claim established against

us, and the costs we necessarily incur in defending it, would form part of the expenses we would look to recover from you.

19.4 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.

20 Retention of papers

20.1 You have a legal responsibility to retain documents and records relevant to your financial affairs for the relevant statutory period. 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, on the understanding that you will retain them for the relevant statutory period.

20.2 Although certain documents may legally belong to you, we may destroy correspondence and other papers that we store, electronically or otherwise, which are more than 15 years old, except documents we think may be of continuing significance. You must tell us, in writing, if you require the return of any specific documents, or the retention of them for a longer period.

21 Lien

21.1 Insofar as we are permitted to 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, including any relevant interest, are paid in full.

22 Employees

22.1 Our employees are allocated to work on your affairs on the understanding that you will not offer employment to, nor employ, any of our employees who have either been involved during our assignment, or with whom you have been dealing in any other capacity, unless our written consent is obtained. If such consent is given, we reserve the right to invoice you 30% (plus VAT) of the annual salary of the employee.

23 PKF International Limited

23.1 PKF Littlejohn LLP is a member firm of the PKF International Limited family of legally independent firms. Neither the other member firms nor the correspondent firms of the network nor PKF International Limited is responsible or accepts liability for the work or advice which PKF Littlejohn LLP provides to its clients. You acknowledge and accept that such other member and correspondent firms and PKF International Limited do not owe you any duty in relation to the work or advice which we will from time to time provide to you or are required to provide to you.

24 Independence of the parties

24.1 In connection with this engagement, each party is an independent contractor and as such will not have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the parties for any purpose, except as agreed in writing.

25 Assignment of contract

25.1 No party to this engagement shall assign, transfer, sub-contract or in any way make over to a third party the benefit and/or burden of this Contract without prior written consent of all other parties. However, this does not prevent us from sub-contracting our services in accordance with section 7 of these terms of business.

26 Delay in enforcement of terms

26.1 The delay or failure by any party to exercise or enforce any of its rights under this engagement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

27 Professional indemnity insurance

27.1 Our leading professional indemnity insurer is Allianz Global Corporate & Speciality SE, who can be contacted via our insurance brokers Howden UK Group Limited of 1 Creechurch Place, London EC3A 5AF. The policies comply with the requirements of the Institute of Chartered Accountants in England and Wales and the Financial Conduct Authority, and the territorial and jurisdictional cover is worldwide.

28 The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

28.1 Where this engagement is with a private individual, we confirm that, where the Regulations apply, we have complied with the provisions of Regulations 9 to 14 and Regulation 16.

29 Quality control

29.1 As part of our ongoing commitment to provide a quality service, our files are periodically reviewed by an independent regulatory or quality control body. These reviewers are highly experienced professionals and are bound by the same rules of confidentiality as our principals and staff.

30 Timing of our services

30.1 If you provide us with all information and explanations on a timely basis in accordance with our requirements, we will plan to undertake the work within a reasonable period of time to meet any regulatory deadlines. However, failure to complete our services before any such regulatory deadline would not, of itself, mean that we are liable for any penalty or additional costs arising.

31 VAT registration

31.1 Our VAT registration number is 440 4982 50.

32 Sexual harassment

32.1 PKF Littlejohn LLP has a legal duty to prevent the sexual harassment of all its employees and workers, including when dealing with and in the company of clients and other third parties. We will not tolerate any kind of harassment, including sexual harassment, and will fully investigate any reports made. If a complaint of sexual harassment is upheld, we reserve the right to terminate our engagement with you.

32.2 If you experience or witness any incidents of sexual harassment involving an employee or worker of PKF Littlejohn LLP, you are encouraged to speak to the partner with overall responsibility for your work or, if you prefer, contact the HR Director at HumanResourceDevelopment@pkf-l.com.

33 Audit registration

33.1 Our audit registrations, which are detailed at www.auditregister.org.uk, are listed below:

- UK - reference number C002139029;
- Isle of Man – reference number RA0019 (https://www.iomfsa.im/auditors/register-of-recognised-auditors);
- Jersey – reference number RA0043 (https://www.jerseyfsc.org/industry/sectors/auditors/recognised-auditors/register-of-recognised-auditors/);
- Guernsey - reference number RA30 (https://portal.guernseyregistry.com/)
- United States - Public Company Accounting Oversight Board - firm number 2814 (https://pcaobus.org/Pages/AuditorSearch.aspx); and
- Canada – Canadian Public Accountability Board – firm number 16895 (https://cpab-ccrc.ca/registration/participating-audit-firms).