

**Jamesons Limited****Standard Terms of Business**

The following Standard Terms of Business apply to all engagements accepted by Jamesons Limited. All work carried out is subject to these terms except where changes are expressly agreed in writing.

1 Professional obligations

- 1.1 We will observe the byelaws, regulations and ethical guidelines of the Institute of Chartered Accountants in England & Wales 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.

2. Confidentiality

- 2.1 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.
- 2.2 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. These may include taking the same or similar steps as we take in respect of the confidentiality of our own information.
- 2.3 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.
- 2.4 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.

- 2.5 We may, on occasion, subcontract work on your affairs to other tax or accounting professionals. The subcontractors will be bound by our client confidentiality terms and the subcontractor is bound by confidentiality terms equivalent to an employee.

3 Investment services

- 3.1 Although we are not authorised by the Financial Conduct Authority (FCA) to conduct investment business, we are licensed by The Institute of Chartered Accountants in England & Wales to provide certain limited investment services where these are complementary to, or arise out of, the professional services we are providing to you.

- 3.2 In particular, we may:

- 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 or whole of market 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.

- 3.3 We may also, on the understanding that the shares or other securities of a 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.

- 3.4 The firm may receive commission from any introduction to a PTP in connection with the above, in which case you will be fully informed of the expected size and nature of such commission at the time of the introduction. Such commission will be held until we receive instructions from you as to how it should be treated.
- 3.5 If you are dissatisfied in any way about our services described in this section, you should follow the procedures set out in the 'Help us to give you the right service' section of this letter and, 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.

4 Commissions or other benefits

- 4.1 Commissions or other benefits may sometimes become payable to us in respect of introductions to other professionals or transactions we arrange for you, in which case you will be notified in writing of the amount, the terms of payment and receipt of any such commissions or benefits. You consent to such commissions or other benefits being retained by us without our being liable to account to you for any such amounts.

5 Client monies

- 5.1 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 Institute of Chartered Accountants in England & Wales.
- 5.2 The client bank account is a non interest bearing account.

6 Fees

- 6.1 Our fees are computed on the basis of time spent on your affairs, the levels of skill and responsibility involved, and the urgency of the task.
- 6.2 Our rates are reviewed regularly to ensure that they remain competitive and current rates are available on request.
- 6.3 It is our normal practice to request that clients make arrangements to pay a proportion of their fee on a monthly standing order.
- 6.4 Our terms relating to payment of amounts invoiced are strictly 14 days net. Where a standing order arrangement is in place then any balance of fees due should be settled within 30 days.
- 6.5 We may charge you interest on unpaid invoices at 8% per year, which is currently the county court judgment rate of interest, from one month after the delivery of our invoice. Interest will be charged on a daily basis.

7 Retention of papers

- 7.1 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

request. 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.

- 7.2 Although certain documents may legally belong to you, we may 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.

8 Quality control

- 8.1 As part of our ongoing commitment to quality, our files may be reviewed by independent regulatory or quality control bodies. Reviewers are bound by confidentiality rules. When dealing with HMRC on your behalf, we are required to be honest and to take reasonable care to ensure that your returns are correct, and we expect you to provide all necessary information in a timely manner. 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 Electronic and other communication

- 9.1 Unless you instruct us otherwise, we may communicate with you and third parties by email or other electronic means. While we use anti-virus and security measures, electronic communications carry risks (including non-delivery, delay, interception, and corruption). We cannot accept liability for such risks.
- 9.2 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 or your personal affairs are borne by you.
- 9.3 If you do not wish to accept these risks, please tell us and we will communicate by post, other than where electronic submission is mandatory.
- 9.4 It is the responsibility of the recipient to carry out a virus check on any attachments received.

10 Intellectual property rights and use of our name

- 10.1 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.
- 10.2 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.

11 Help us to give you the right service

- 11.1 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 a director of the firm.
- 11.2 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 of course take up matters with The Institute of Chartered Accountants in England & Wales.

12 Data Protection

- 12.1 To enable us to discharge the services agreed in this engagement letter, comply with related legal and regulatory obligations and for other related purposes including updating and enhancing client records and analysis for management purposes, as a data controller, we may obtain, use, process and disclose personal data about you, your business, company, partnership, its shareholders, members, officers and employees as described in our privacy notice. We confirm when processing data on your behalf that we will comply with the provisions of all relevant data protection legislation and regulation, UK GDPR and the Data Protection Act 2018.
- 12.2 You are also an independent controller responsible for complying with data protection legislation and regulation in respect of the personal data you process and, accordingly where you disclose personal data to us you confirm that such disclosure is fair and lawful and otherwise does not contravene relevant requirements. Nothing within this engagement letter relieves you as a data controller of your own direct responsibilities and liabilities under data protection legislation and regulation.
- 12.3 Data protection legislation and regulation places obligations on you as a data controller where we act as a data processor to undertake the processing of personal data on your behalf, for instance where we operate a payroll service for you. We therefore confirm that we will at all times take appropriate measures to comply with relevant requirements when processing data on your behalf. In particular we confirm that we have adequate security measures in place and that we will comply with any obligations equivalent to those placed on you as a data controller.

- 12.4 Our privacy notice, which can be found on our website explains how we process personal data in respect of the various services that we provide.

13 Contracts (Rights of Third Parties) Act 1999

- 13.1 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.
- 13.2 The advice that we give to you is for your sole use and does not constitute advice to any third party to whom you may communicate it. We accept no responsibility to third parties for any aspect of our professional services or work that is made available to them.

14 Lien

- 14.1 Insofar as permitted by law and professional guidelines, we reserve the right to exercise a lien over all funds, documents and records in our possession relating to any engagement for you until all outstanding fees and disbursements have been paid in full.

15 Professional rules and statutory obligations

- 15.1 We will observe and act in accordance with the Bye-laws, regulations and Code of Ethics of ICAEW including Professional Conduct in Relation to Taxation and will accept instructions to act for you on this basis. In particular, you give us the authority to correct errors made by HMRC if we become aware of them. 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 icaew.com/en/membership/regulations-standards-and-guidance.
- 15.2 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 icaew.com/en/technical/audit-and-assurance/working-in-the-regulated-area-of-audit.

16 The Provision of Services Regulations 2009

- 16.1 We are registered to carry on audit work in the UK by ICAEW. Details of our audit registration can be viewed at www.auditregister.org.uk, under reference number C009120464.
- 16.2 Our professional indemnity insurer is Intact Insurance Uk Limited, of 22 Bishopsgate, London, United Kingdom, EC2N 4BQ. The territorial coverage is worldwide, excluding professional business carried out from an office in the United States of America or Canada, and excludes any action for a claim brought in any court in the United States or Canada.

17 Money laundering

- 17.1 We have a duty under s. 330 of the Proceeds of Crime Act 2002 to report to the National Criminal Agency (NCA) if we know, or have reasonable cause to suspect, that you, or anyone connected with you or your business, are or have been involved in money laundering. Failure on our part to make a report where we have knowledge or reasonable grounds for suspicion would constitute a criminal offence.
- 17.2 The offence of money laundering is defined by s. 340(11) of the Proceeds of Crime Act and includes concealing, converting, using or possessing the benefits of any activity that constitutes a criminal offence in the UK. It also includes involvement in any arrangement that facilitates the acquisition, retention, use or control of such a benefit.
- 17.3 We are obliged by law to report any instances of money laundering to NCA without your knowledge or consent. In fact, we may commit the criminal offence of tipping off under s. 333 of the Proceeds of Crime Act if we were to inform you that a report had been made. In consequence, neither the firms' principals nor staff may enter into any correspondence or discussions with you regarding such matters.
- 17.4 We are not required to undertake work for the sole purpose of identifying suspicions of money laundering. We shall fulfil our obligations under the Proceeds of Crime Act 2002 in accordance with the guidance published by The Institute of Chartered Accountants in England & Wales.

18 Limitation of liability

- 18.1 We will provide our professional services with reasonable care and skill. However, we will not be held responsible for any losses arising from the supply by you or others of incorrect or incomplete information, or your or others' failure to supply any appropriate information or your failure to act on our advice or respond promptly to communications from us or other relevant authorities.
- 18.2 You agree to hold harmless and indemnify us against any misrepresentation, whether intentional or unintentional, supplied to us orally or in writing in connection with this agreement. You have agreed that you will not bring any claim in connection with services provided to you by the firm against any of our employees on a personal basis.

19 Limitation of third-party rights

- 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 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. 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.

20 Applicable law

- 20.1 These Standard Terms of Business and all engagements are governed by, and construed in accordance with, English law. The Courts of England will have exclusive jurisdiction in relation to any claim, dispute or difference concerning these terms or any engagement and any matter arising from them. 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.
- 20.2 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.

21 Third Party Service Providers

- 21.1 We may pass your information to our third party service providers, agents, subcontractors and other associated organisations for the purposes of completing tasks and providing services to you on our behalf, for example to process payroll or basic bookkeeping. However, when we use third party service providers, we disclose only the personal information that is necessary to deliver the service and we have a contract in place that requires them to keep your information secure and not to use it for their own purposes.
- 21.2 Please be assured that we will not release your information to third parties unless you have requested that we do so, or we are required to do so by law, for example, by a court order or for the purposes of prevention and detection of crime, fraud or corruption.

22 Conflicts of interest

- 22.1 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 will be unable to provide further services.
- 22.2 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.

In resolving the conflict, we would be guided by ICAEW's Code of Ethics, which can be viewed at [icaew.com/en/membership/regulations-standards-and-guidance/ethics](https://www.icaew.com/en/membership/regulations-standards-and-guidance/ethics). 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 paragraph on confidentiality above.

23 Internal disputes within a client

- 23.1 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 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 normal place of business for the attention of the directors, partners or trustees. If conflicting advice, information or instructions are received from different directors, partners or trustees in the business, we will refer the matter back to the board of directors or the partnership and take no further action until the board or partnership has agreed the action to be taken.

24 Artificial Intelligence (AI)

- 24.1 We may use software programmes, Artificial Intelligence ('AI') and internal and external search engines in the performance by us of the services that we provide to you. In engaging with us, you consent to us doing so. We will not do so in a way that will breach any duties of confidentiality that we owe you and we will do so with reasonable skill and care and in accordance with the usual duties owed by professional accountants to their clients.

You accept and consent that our use as set out in this clause can extend to technological developments of AI, research purposes and benchmarking, so long as we do not breach our duties of confidentiality to you.

If you do not wish us to use AI in the services that we provide to you then please let us know immediately by contacting the partner in charge of your matter. Please note that refusing to permit our use of AI will almost inevitably give rise to an increase in the costs that we will charge for the work that we carry out.

- 24.2 In providing services to you, we may use software programmes to assist in the processing of your data. Such software includes, but is not limited to Microsoft copilot. We are not liable for any shortfalls in the software that we use. Please refer to the guidance note for more discussion.
- 24.3 We are not responsible for any failure to deliver our services due to errors in transmission, internet outages, supplier infrastructure issues or any other failure that results in lack of availability of the software programmes or other online services required to enable us to provide you with the services we have agreed to perform. We are also not liable for any loss or corruption of data if you have breached the terms of any supplier of such software programmes (if you are provided with direct access to the programme).

- 24.4 We may need to share, allow access, or otherwise transfer your personal data with service providers (including AI/software providers) based outside the UK. Where this happens, we will only make transfers that are lawful under the UK GDPR.

That means we will:

- check whether the destination is covered by a UK “adequacy” decision (so data can flow freely); or
- put in place approved safeguards such as the UK International Data Transfer Agreement (IDTA) or the UK Addendum to the EU Standard Contractual Clauses (SCCs), and complete a transfer risk assessment; and
- apply appropriate technical and organisational measures (including encryption) to keep the data secure.

We will tell you, on request, which countries your data may be transferred to and what safeguards are used. You can object to a proposed transfer, but this may affect our ability to deliver the services. Your UK GDPR rights (including access, correction and objection) continue to apply.

25 Help us to give you the best service

- 25.1 We are committed to providing you with a high-quality service that is both efficient and effective. If, at any point 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 contacting your account manager via email.
- 25.2 We will consider carefully any complaint you may make about our service as soon as we receive it and do all we can to explain the position to you. We will acknowledge your letter within five business days of its receipt and endeavour to deal with your complaint within eight weeks.
- 25.3 Please note that we accept no liability for delays in the provision of our services where such delays are as a result of HMRC services and access issues.
- 25.4 If we do not answer your complaint to your satisfaction, you may, of course, take up the matter with our professional body, ICAEW. For reserved legal services, you may take up the matter with the Legal Ombudsman.
- 25.5 For consumer agreements Should we be unable to resolve your complaint you may also be able to refer your complaint to an alternative dispute resolution (ADR) provider to try and reach a resolution. We will provide details of an ADR provider if we cannot resolve your complaint using our internal procedures. This is in addition to your ability to complain to ICAEW.

26 Period of engagement and termination

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

- 26.2 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 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 before termination.
- 26.3 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.
- 26.4 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 shall not be responsible or liable for any consequences arising from termination.

27 Disengagement

- 27.1 If we resign, or are asked to resign, we will normally issue a disengagement letter to ensure that our respective responsibilities are clear. If we have no contact with you for a period of 12 months or more, we may issue to your last known address a disengagement letter and thereafter cease to act.

Dated: 6 July 2026