

STANDARD TERMS OF BUSINESS



(Last updated November 2018)

The following Standard Terms of Business apply to all work we accept unless we agree to any changes in writing. The services you have asked us to provide will be set out in a separate letter (Engagement Letter). Our contract with you includes this letter and these Standard Terms of Business. If you are not clear about any of these terms, speak to the person looking after your affairs.

We have set out the agreed scope and objectives of your instructions within the Engagement Letter. Any subsequent changes will be discussed with you and where appropriate a new Engagement Letter will be agreed. We shall proceed on the basis of the instructions we have received from you and will rely on you to tell us as soon as possible if anything occurs which renders any information previously given to us as incorrect or inaccurate. We shall not be responsible for any failure to advise or comment on any matter that falls outside the specific scope of your instructions. We cannot accept any responsibility for any event, loss or situation unless it is one against which it is the expressed purpose of these instructions to provide protection.

These Standard Terms of Business are updated on a regular basis and you should always refer to our website for the latest version (www.mcbridesllp.com/legal)

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1. CONTRACTING PARTIES

- 1.1 Your contract is with McBrides Accountants LLP (we, us) which is a Limited Liability Partnership registered in England and Wales under registration number: OC355728 under the Limited Liability Partnerships Act 2000.
- 1.2 A Limited Liability Partnership has 'members'. However, it is more usual for senior professionals to be referred to as 'partners'. We have decided to keep the traditional title of 'partner'. However, there is no partnership between the members or between the members and the LLP. When we refer to a person being a 'partner', we mean in their capacity as a member of the LLP.
- 1.3 There is no contract between you and any of our members, employees or consultants. Any advice we give (or other work done) is done by someone on our behalf and not in their individual capacity. This means that nobody will have any personal responsibility to you for the advice or other work they carry out for you.

2. PROFESSIONAL RULES AND STATUTORY OBLIGATIONS

- 2.1 We will observe and act in accordance with the by-laws, regulations and code of ethics of the Institute of Chartered Accountants in England and Wales ("ICAEW") and 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 www.icaew.com/en/membership/regulations-standards-and-guidance.

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/technical/audit-and-assurance/working-in-the-regulated-area-of-audit.

3. CONFIDENTIALITY

- 3.1 Unless we are authorised by you to disclose information on your behalf, we confirm that where 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.
- 3.2 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.
- 3.3 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.
- 3.4 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.
- 3.5 We may, on occasions, sub-contract work on your affairs to other tax or accounting professionals. The sub-contractors will be bound by our client confidentiality terms.
- 3.6 If we use external or cloud-based systems, we will ensure confidentiality of your information is maintained.
- 3.7 This applies in addition to our obligations on data protection in Section 14.

4. CONFLICTS OF INTEREST

- 4.1 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, then we regret that we will be unable to provide further services.
- 4.2 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. 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.

5. INVESTMENT ADVICE (INCLUDING INSURANCE DISTRIBUTION SERVICES)

- 5.1 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. 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. Further information about the scheme and the circumstances in which grants may be made is available on ICAEW's website: www.icaew.com
- 5.2 If you require advice on investment business which we are unable to give as we are not authorised by the Financial Conduct Authority, we can introduce you to Pole Arnold Financial Management Ltd ("PAFML") who are authorised and regulated by the Financial Conduct Authority. PAFML are authorised to conduct Investment Business including Pensions, Life Assurance, Personal and Corporate Financial Planning.
- 5.3 PAFML will issue you with their own terms and conditions letter, will be remunerated separately for their services and will take full responsibility for compliance with the requirements of the Financial Services and Markets Act 2000. We will act as introducers and would be pleased to comment on, or explain any advice received and, if required, attend any meetings with you.
- 5.4 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.

6. COMMISSIONS OR OTHER BENEFITS

- 6.1 In some circumstances, commissions or other benefits may 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 within one month of the terms of payment and receipt of any such commissions or benefits. To avoid excessive administration costs, notification will only be made where the amount exceeds £25.
- 6.2 You agree to these commissions or other benefits being retained by us without our being liable to account to you for any such amounts.

7. CLIENT MONEY

- 7.1 We may from time to time hold money on your behalf. The 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.
- 7.2 If the total sum of money held on your behalf is enough to give rise to a significant amount of interest or is likely to do so, then we will put the money in a designated interest-bearing client bank account and pay the interest to you. Subject to any tax legislation, interest will be paid gross.
- 7.3 To avoid excessive administration costs, interest will only be paid to you where the amount earned on the balances held on your behalf exceeds £25.
- 7.4 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, then we may pay those monies to a registered charity.

8. RETENTION OF AND ACCESS TO RECORDS

- 8.1 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 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: 5 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.

- 6 years from the end of the accounting period.

- 8.2 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.

- 8.3 If, at any time, activities relevant to the preparation of accounts, such as the maintenance of accounting records, are outsourced to a service organisation, you undertake to ensure that contracts with the service organisation provide us with a right of access to those records at any time, either directly or via you.
- 8.4 We own all information such as working papers, letters, e-mails, memos, file notes of meetings and phone calls and copies of other original documents which we create or which we receive either in our own right or as your agent.

9. QUALITY CONTROL

- 9.1 As part of our ongoing commitment to providing a quality service, our files are periodically reviewed by an independent regulatory or quality control body. These reviewers are highly experienced and professional people and are, of course, bound by the same rules of confidentiality as our principals and staff.
- 9.2 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. To enable us to do this, you are required to be honest with us and to provide us with all necessary information in a timely manner. For more information about "Your Charter" for your dealings with HMRC, visit www.gov.uk/government/publications/your-charter. To the best of our abilities, we will ensure that HMRC meet their side of the Charter in their dealings with you.

10. HELP US TO GIVE YOU THE BEST SERVICE

- 10.1 We are committed to providing you with a high-quality service that is both efficient and effective. 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 discuss the matter with your usual contact. If you prefer an alternative route, please let us know by contacting our Managing Partner, Nick Paterno.
- 10.2 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.
- 10.3. If we do not answer your complaint to your satisfaction, you may, of course take up the matter with our professional body, ICAEW.
- 10.4. 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.

11 FEES AND DISBURSEMENTS

- 11.1 Unless otherwise agreed, our fees are computed on the basis of time spent on your affairs by our staff, according to the levels of skill and responsibility and the importance and value of the advice that we provide, as well as the level of risk. Our fees will be calculated on the basis of the hours worked by each member of staff necessarily engaged on your affairs multiplied by their charge-out rate per hour, VAT being charged thereon. Indicative hourly charge-out rates can be provided upon request. Our charge-out rates are usually subject to annual review on 1 May each year.

Disbursements include, but are not necessarily restricted to, direct expenditure incurred on clients' affairs such as travelling, courier costs, faxes and searches. A charge at a standard rate will be added to disbursements where appropriate to cover general overhead costs such as telephone, printing, paper, postage, typing and stationery.

- 11.2 Unless otherwise agreed to the contrary 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.
- 11.3 If we provide you with an estimate of our fees for any specific work, then the estimate will not be contractually binding unless we explicitly state that that will be the case.
- 11.4 Where requested we may indicate a fixed fee for the provision of specific services or an indicative range of fees for a particular assignment. It is not our practice to identify fixed fees for more than a year ahead as such fees quotes need to be reviewed in the light of events. If it becomes apparent to us, due to unforeseen circumstances, that a fee quote is not adequate, we reserve the right to notify you of a revised figure or range and to seek your agreement thereto.
- 11.5 We will issue VAT invoices periodically. However, we reserve the right to issue an invoice to you at any time for work undertaken on your affairs.
- 11.6 Invoices are due for payment on presentation, unless otherwise agreed between us in writing.
- 11.7 All queries on invoices rendered by us must be raised in writing within 21 days of receipt. Any account received by you and not queried in writing will be deemed to have been accepted by you as a reasonable charge for the work recorded therein.
- 11.8 We reserve the right to issue invoices to you at any time in respect of work carried out on your affairs, including, but not limited to, where
- part of the work upon your affairs is clearly distinct from another part;
 - we have agreed that our work is to be subject to settlement in stages;
 - we have agreed that we shall raise invoices to you when a certain value of work or amount of time has been accrued by us working on your affairs;
 - we may otherwise agree with you that we may do so, whether on an interim or final basis; or
 - we have not raised invoices within the preceding 6-month period.

but in all cases, whenever the invoice is raised by us, it shall be payable without reference to any other invoice, shall be deemed to be divisible from any continuing contract or other work being, or to be undertaken, by us in respect of your affairs and shall be payable by you without set-off, deduction or abatement.

- 11.9 Any amount received from you shall, unless otherwise directed by you, be accepted on account of the earliest outstanding invoice. In respect of ongoing services and fixed fees quoted in advance we may instigate a monthly standing order/direct debit arrangement for monthly payments to be made against the services provided.
- 11.10 We reserve the right to charge interest on late paid invoices at the rate of 2% per month on the outstanding sums from the date of the invoice 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 intend to exercise these rights only if it is fair and reasonable to do so.
- 11.11 In some cases you may be entitled to assistance with your professional fees, particularly in relation to any investigation into your tax affairs by HMRC. Assistance may be provided through insurance policies you hold or via membership of a professional or trade body. Other than where such insurance was arranged through us, you will need to advise us of any such insurance cover that you have. You will remain liable for our fees regardless of whether all or part are liable to be paid by your insurers.
- 11.12 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 individual (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 individual nominated to act for you.

12. CREDIT CONTROL

- 12.1 Our credit control department will make contact with you for the purposes as set out in clause 11.7 above.
- 12.2 If the invoice remains unpaid beyond the due date as set out in clause 11.6 above, our credit control department will require confirmation as to when settlement may be anticipated.
- 12.3 In the event that agreement is reached to defer settlement in accordance with clause 11.6 above, because of a pending asset sale, we will require a solicitor's undertaking to be completed in an agreed form together with interest as prescribed in clause 11.10 to the date of settlement as a condition of agreeing to such deferment.

13. IMPLEMENTATION

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

14. DATA PROTECTION

- 14.1 In this clause [14], 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 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;

'GDPR' means the General Data Protection Regulation ((EU) 2016/679); and

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

- 14.2 We shall each be considered an independent data controller in relation to the client personal data. 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.
- 14.3 You shall only disclose client personal data to us where:
- (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 www.mcbridesllp.com 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.
- 14.4 You agree to indemnify us (and keep indemnified and defend at your own expense) against all costs, claims damages or expenses incurred by us or for which we may become liable due to any failure by you or its employees or agents to comply with any of its obligations under this Agreement.
- 14.5 Should you require any further details regarding our treatment of personal data, please contact our Data Protection Point of Contact, Andrew Warren.
- 14.6 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 www.mcbridesllp.com) contains further details as to how we may process client personal data.

- 14.7. For the purposes of providing our services to you, we may disclose the client personal data to our regulatory bodies or other third parties (for example, our professional advisors or service providers). The third parties to whom we disclose such personal data may be located outside of the European Economic Area (EEA). We will only disclose client personal data to a third party (including a third party outside of the EEA) provided that the transfer is undertaken in compliance with the data protection legislation.
- 14.8. We may disclose the client personal data to other third parties in the context of a possible sale, merger, restructuring or financing of or investment in our business. In this event we will take appropriate measures to ensure that the security of the client personal data continues to be ensured in accordance with the data protection legislation. If a change happens to our business, then the new owners may use our client personal data in the same way as set out in these terms.
- 14.9. 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.
- 14.10. 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 a supervisory authority as defined in the data protection legislation (for example in the UK, the Information Commissioner's Officer); 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.
- 14.11. 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.

15. CLIENT IDENTIFICATION

- 15.1 As with other professional services firms, we are required to identify our clients for the purposes of the UK anti-money laundering legislation. We may request from you, and retain, such information and documentation as we require for these purposes and/or make searches of appropriate databases. If we are not able to obtain satisfactory evidence of your identity, we will not be able to proceed with the engagement.

16. LIMITATION OF THIRD-PARTY RIGHTS

- 16.1 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.

17. APPLICABLE LAW

- 17.1 Our engagement letter and Standard Terms of Business are governed by, and construed in accordance with, English law. Each party agrees that the Courts of England will have exclusive jurisdiction in relation to any claim, dispute or difference concerning this engagement letter and any matter arising from it on any basis. 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.
- 17.2 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 changes 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.

18. THE PROVISION OF SERVICES REGULATIONS 2009

- 18.1 We are registered to carry on audit work in the UK and Ireland by The Institute of Chartered Accountants in England and Wales. Details of our audit registration can be viewed at www.auditregister.org.uk for the UK and www.cro.ie/auditors for Ireland, under reference number C002583574.
- 18.2 Our professional indemnity insurers are Axis Specialty Europe SE of 4th Floor, Plantation Place South, 60 Great Tower Street, London EC3R 5AZ, Vibe Lloyd's Syndicate 5678, Amtrust at Lloyds Syndicate 1206, International General Insurance Co. Ltd and Pioneer PI International Lloyd's Syndicate 9988. 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 of America or Canada.

19. TIMING OF OUR SERVICES

- 19.1 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.

20. LIEN

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

21. ELECTRONIC AND OTHER COMMUNICATION

- 21.1 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.
- 21.2 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.
- 21.3 With electronic communication there is a risk of non-receipt, delayed receipt, inadvertent misdirection or interception by third parties. We use virus-scanning software to reduce the risk of viruses and similar damaging items being transmitted through emails or electronic storage devices. However, electronic communication is not totally secure, and we cannot be held responsible for damage or loss caused by viruses nor for communications which are corrupted or altered after despatch. Nor can we accept any liability for problems or accidental errors relating to this means of communication, especially in relation to commercially sensitive material. These are risks you must bear in return for greater efficiency and lower costs. If you do not wish to accept these risks please let us know and we will communicate by paper mail, other than where electronic submission is mandatory.
- 21.4 Any communication by us with you sent through the postal system is deemed to arrive at your postal address two working days after the day that the document was sent.

22. INTELLECTUAL PROPERTY RIGHTS AND USE OF OUR NAME

- 22.1 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
- 22.2 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.

23. INTERPRETATION

- 23.1 If any provision of our engagement letter or Standard 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 Standard Terms of Business and the engagement letter or appendices, the relevant provision in the engagement letter or schedules will take precedence.

24. INTERNAL DISPUTES WITHIN A CLIENT

- 24.1 If we become aware of a dispute between the parties who own or are in some way involved in the ownership and management of the business, 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/proprietors/partners/trustees. If conflicting advice, information or instructions are received from different directors/proprietors/partners/trustees in the business, we will refer the matter back to the board of directors/proprietors/partners/trustees and take no further action until the board of directors/proprietors/partners/trustees have agreed the action to be taken.

25. RELIANCE ON ADVICE

- 25.1 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.
- 25.2 The advice that we give can only be as good as the information on which it is based. In so far as that information is provided by you, or by third parties with your permission, your responsibility arises as soon as possible if any circumstances or facts alter, as any alteration may have a significant impact on the advice given. If the circumstances change therefore or your needs alter, advise us of the alteration as soon as possible in writing.

26. DISENGAGEMENT

- 26.1 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 significant period of time, we may issue to your last known address a disengagement letter and thereafter cease to act.

27. PERIOD OF ENGAGEMENT AND TERMINATION

- 27.1 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.
- 27.2 Each of us may terminate this agreement by giving not less than 21 days notice in writing to the other party except where you fail to co-operate with us or we have reason to believe that you have provided us or HMRC with misleading information, in which case we may terminate this agreement immediately. Termination will be without prejudice to any rights that may have accrued to either of us prior to termination.

- 27.3 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.
- 27.4 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.
- 27.5 In the event of termination by the client, services will cease immediately, and an appropriate invoice will be raised for all work undertaken to the date of cessation.
- 27.6 In the event of termination by McBrides Accountants LLP, for whatever reason, notice will be provided in writing and services will cease immediately and a final invoice will be raised for services to cessation.

28. FORCE MAJEURE

- 28.1 If either party is impeded or prevented from carrying out any of its obligations under the contract for the supply of the services due to any circumstances beyond its reasonable control including without limitation, act of Government, interruption of power supplies, failure of sources of supply, interference by a third party, industrial dispute or natural disaster ("circumstances of force-majeure") the party affected shall be excused performance of such obligation for so long as and to the extent that the prevention or impediment last.