

STANDARD TERMS OF BUSINESS

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

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

Any reference to 'we' or 'HSA & Co' should be interpreted as the HSA group of companies which are listed below. Services may be provided by any one or more of the entities.

R.M. Chancellor & Company Limited is a limited company incorporated in England and Wales (number 03297940) whose registered office is at Lewis House, Great Chesterford Court, Essex, CB10 1PF. VAT number is 623 4877 27.

HSA Bookkeeping Ltd is a limited company incorporated in England and Wales (number 05869574) whose registered office is at Lewis House, Great Chesterford Court, Essex, CB10 1PF. VAT number is 891 9201 06.

Cambridge Payroll Limited is a limited company incorporated in England and Wales (number 09048563) whose registered office is at Lewis House, Great Chesterford Court, Essex, CB10 1PF.

HSA & Co (Newmarket) Ltd is a limited company incorporated in England and Wales (number 14109160) whose registered office is at Lewis House, Great Chesterford Court, Essex, CB10 1PF. VAT number is 426 5636 84.

1 Professional obligations

- 1.1 As required by the *Provision of Services Regulations* 2009 (SI 2009/2999), details of the firm's professional registrations, including audit are noted below:

Audit

R.M. Chancellor & Company Limited is registered to carry on audit work in the United Kingdom and Ireland by the Institute of Chartered Accountants in England and Wales; details about our audit registration can be viewed [here](#) under reference number C001134024.

Statutory audit work is subject to the [Audit Regulations and Guidance](#), the [International Standards on Auditing](#) (UK and Ireland) and the [Ethical Standards](#) issued by the Financial Reporting Council.

Data protection

The following companies are with the Information Commissioner as data controllers, details about our registration can be viewed [here](#):

R.M. Chancellor & Company Limited under registration number Z7692209.

HSA Bookkeeping Ltd under registration number ZA100888.

Cambridge Payroll Limited under registration number ZA395311.

HSA & Co (Newmarket) Ltd under registration number ZB362335.

- 1.2 We will observe and act in accordance with the bye-laws and regulations of our professional body, the Institute of Chartered Accountants in England and Wales, together with their code of ethics. We accept instructions to act for you on this basis. In particular you give us authority to correct errors made by HM Revenue & Customs where 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.

Professional indemnity insurance

- 1.3 In accordance with the disclosure requirements of the *Provision of Services Regulations* 2009, details of our professional indemnity insurer are Bridgehaven Specialty UK Limited (70 Gracechurch Street, London. EC3V 0HR). 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.

2 Investment services

- 2.1 We are not authorised by the Financial Conduct Authority to conduct Investment Business. If you require investment business services, we will refer you to a firm authorised by the Financial Conduct Authority.

3 Commissions or other benefits

- 3.1 In some circumstances, commissions or other benefits may become payable to us or to one of our associates in respect of transactions we or such associates arrange for you, in which case you will be notified in writing of the amount and terms of payment. You consent to such commission or other benefits being retained by us or, as the case may be, by our associates, without our, or their, being liable to account to you for any such amounts.

4 Client monies

- 4.1 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 our professional body.
- 4.2 In order to avoid an excessive amount of administration, interest will only be paid to you where the amount of interest that would be earned on the balances held on your behalf in any calendar year exceeds £25. Any such interest would be calculated using the prevailing rate applied by Lloyds Bank plc for small deposits subject to the minimum period of notice for withdrawals. Subject to any tax legislation, interest will be paid gross.
- 4.3 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 the money will be placed in a separate interest-bearing client bank account designated to you. All interest earned on such money will be paid to you. Subject to any tax legislation, interest will be paid gross.
- 4.4 We will return monies held on your behalf promptly as soon as there is no longer any reason to retain those funds. In the unlikely event of us holding any unclaimed monies we reserve the right to pay such monies to a registered charity in line with the guidelines set out in the Clients' Money Regulations referred to above. We will not do this unless we have been unable to contact you for at least five years and we have taken reasonable steps to trace you and return the monies.
- 4.5 If the firm is wholly owned and/or controlled by a single member, we are required under the client money regulations to appoint an alternate to administer the client bank account in the event of the death or incapacity of the principal. We can confirm that the firm is not wholly owned and/or controlled by a single member.

5 Fees

- 5.1 Our fees may depend not only upon the time spent on the Client's affairs but also on the level of skill and responsibility and the importance and value of the advice that we provide, this may including sub-contractors or consultants where necessary. Disbursements represent travel, accommodation and other expenses incurred in dealing with your affairs.
- 5.2 If it is necessary to carry out work outside the responsibilities agreed with you for each service, we will advise you in advance. Any additional work will involve additional fees. Accordingly, we would like to point out that it is in your interests to ensure that your records etc. are completed to the agreed stage.
- 5.3 Invoices are payable in full (including disbursements) in accordance with the terms set out on the invoice. If you do not accept that an invoiced fee is fair and reasonable you must notify us within 21 days of receipt, failing which you will be deemed to have accepted that payment is due.
- 5.4 It is our normal practice to request that clients make arrangements to pay a proportion of their fee on a monthly standing order or Direct Debit. These payments will be applied to fees arising from work agreed in this letter of engagement for the current and ensuing years. Once we have been able to assess the amount of work and time involved, we would be grateful if you would agree to pay an amount to us on a regular basis.

If paying by Direct Debit, please note that we use the following providers:

BACS Approved Direct Debit Bureau, Access PaySuite Ltd, to collect your payments. "HSA & Co" or "HSA Bookkeeping Ltd" will be shown on your bank statement for these direct debit payments.

We also use GoCardless to process your Direct Debit payments. More information on how GoCardless processes your personal data, and your data protection rights, including your right to object, is available at gocardless.com/legal/privacy/.

- 5.5 We reserve the right to charge interest on overdue accounts at the current rate under the *Late Payment of Commercial Debts (Interest) Act 1998*. We also reserve the right to terminate our engagement and cease acting if payment of any fees billed is unduly delayed.
- 5.6 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.
- 5.7 Insofar as we are permitted to so by law or by professional guidelines, we reserve the right to exercise a lien over all funds, documents and records in our possession relating to all engagements for you until all outstanding fees and disbursements are paid in full.
- 5.8 In the event that we cease to act in relation to your company's affairs you agree to meet all reasonable costs of providing information to the company's new advisers. In particular you agree to meet these costs where we are required by law to provide information to a successor firm.
- 5.9 We reserve the right to apply payments made to one HSA & Co entity against unpaid invoices of another HSA & Co entity.

6 Retention of papers

- 6.1 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: 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.

- 6.2 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 notify us in writing if you wish us to keep any document for a longer period.

7 Conflicts of interest and independence

- 7.1 We reserve the right during our engagement with you to deliver services to other clients whose interests might compete with yours or are or may be adverse to yours, subject to clause 8 below. We confirm that we will notify you immediately should we become aware of any conflict of interest involving us and affecting you 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. Where 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.
- 7.2 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 below.

8 Confidentiality

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

- 8.2 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.
- 8.3 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.
- 8.4 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.
- 8.5 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. You may additionally need to consider your data protection responsibilities.
- 8.6 If we use external or cloud-based systems, we will ensure confidentiality of your information is maintained.
- 8.7 This clause applies in addition to our obligations as to data protection below.

9 Quality control

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

Dealing with HM Revenue & Customs

- 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, see <https://www.gov.uk/government/publications/hmrc-charter>. To the best of our abilities, we will ensure that HMRC meet their side of the Charter in their dealings with you.
- 9.3 We will take account of the steps and checks suggested by HMRC in their 'Agent Toolkits'. While use of the Toolkits is voluntary, we will ensure that our quality control procedures match or enhance the suggestions in the Toolkits so that, in the unlikely event that HMRC consider any of your tax returns with which we assist to be inaccurate, we will be able to help you demonstrate to HMRC that reasonable care has been taken in the preparation of the return, thereby significantly reducing the possibility of an inaccuracy penalty being imposed. To further reduce the possibility of an inaccuracy penalty, you will remain responsible for maintaining good quality supporting records for each return, for providing us with all relevant information and explanations and for acting on any advice that we give you.

10 Help us to give you the right 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 let us know, by contacting your designated manager.
- 10.2 We undertake to look into any complaint carefully and promptly and do all we can to explain the position to you. We will acknowledge your letter within five working days of its receipt and endeavour to deal with your complaint within eight weeks. If we do not answer your complaint to your satisfaction you may of course take up the matter with our professional body, the Institute of Chartered Accountants in England and Wales.
- 10.3 In order for us to provide you with a high quality service on an ongoing basis it is essential that you provide us with relevant records and information when requested, reply to correspondence in a timely manner and otherwise follow the terms of the agreement between us set out in this Standard Terms of Business and associated Engagement schedules. We therefore reserve the right to cancel the engagement between us with immediate effect in the event of:
- your insolvency, bankruptcy or other arrangement being reached with creditors;
 - failure to pay our fees by the due dates;

- either party being in breach of their obligations where this is not corrected within 30 days of being asked to do so.

11 Applicable law

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

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

- 12.1 We will not accept responsibility if you act on advice previously given by us without first confirming with us that the advice is still valid in light of any change in the law, public policy or your circumstances.
- 12.2 We will accept no liability for losses arising from changes in the law or the interpretation thereof, practice, or public policy that are first published after the date on which the advice is given to the fullest extent permitted by applicable law.

13 Internet communication

- 13.1 Unless you instruct us otherwise we may, where appropriate, communicate with you and with third parties via email or by other electronic means.
- 13.2 However, internet communications are capable of data corruption, non-receipt, delayed receipt, inadvertent misdirection or interception by third parties. To reduce risk we have firewalls and anti-virus software in place, however electronic communication is not absolutely secure and we do not accept responsibility for any damage, loss, errors or problems that may arise through the use of internet communication, including those caused by viruses or other malware, and all risks connected with sending commercially sensitive information relating to your business are borne by you.
- 13.3 If you do not agree to accept this risk, you should notify us in writing that e-mail is not an acceptable means of communication. We will then communicate by alternate means, apart from in situations in which electronic submission is mandatory. You accept that this is less time-efficient and will incur greater costs.
- 13.4 We will never change our bank details without confirming this to you by posted letter. Any emailed or telephoned communications appearing to be from us which appear to include changes to our bank details but which are not confirmed by post are fake and we accept no liability for any loss caused to you through accepting such communications as genuine. Similarly, always give us by hand or by post (as well as by email) details of your bank account.
- 13.5 It is the responsibility of the recipient to carry out a virus check on any attachments received.

14 Data Protection

- 14.1 To enable us to discharge the services agreed under our engagement, and for other related purposes including updating and enhancing client records, analysis for management purposes and statutory returns, crime prevention and legal and regulatory compliance, we may obtain, use, process and disclose personal data about you/your business/company/partnership/its officers and employees and shareholders ('personal data').

Data controller

- 14.2 We confirm that we are each considered an independent data controller in relation to personal data and that we will each comply with the relevant provisions of applicable data protection legislation.
- 14.3 You will also ensure that any disclosure of personal data to us complies with such legislation. If you supply us with any personal data or confidential information you shall ensure you have a lawful basis to pass it to us and will fully indemnify and hold us harmless if you do not have such a basis and that causes us loss. If you are supplying us with personal data on the basis of a power of attorney for anyone, you must produce to us an original or certified power of

attorney on demand. You must ensure you have provided the necessary information to the relevant data subjects regarding its use. You may refer to our privacy notice that can be viewed [here](#).

- 14.4 As a separate data controller, we may receive subject access requests from data subjects where they request copies of their personal data. We will co-operate with the request as per our own internal procedures. Should an objection or request for data erasure happen, we will assess each request on a case by case basis to establish the validity of the request.

- 14.5 In the course of providing services to you, we may disclose personal data to other firms in our network, a regulatory body or a third party or a buyer of our business. As part of our operational service, personal data supplied to us may be transferred between us and EEA/UK/USA where necessary. We will ensure that where any such data transfer takes place, it is covered by an appropriate safeguard such as an adequacy decision. Where an adequacy decision is not applicable another safeguard mechanism will be implemented, such as a standard contractual clause (SCC) to ensure that the transfer remains legal. Where cloud-based services are used the relevant cloud services terms and conditions will apply. In some instances, the location of data stored in the cloud may reside outside of the EEA/UK.

On 28 June 2021, the European Commission approved the UK for adequacy. This means that the continuation of data flows between the UK and the EU will remain unaffected and we can rely on this mechanism for the terms under this agreement over the next four years until its review in June 2025.

- 14.6 We confirm we have adequate security measures in place to protect personal data provided to us, including administrative, physical and technical safeguards.
- 14.7 We will answer your reasonable enquiries to enable you to monitor compliance with this clause. If you need to contact us about any data protection issue, please contact us at gdpr@hsaaccountants.co.uk.

15 Limitation of third-party rights

- 15.1 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.
- 15.2 The advice we give you is for your sole use and is confidential to you and will not constitute advice for any third party to whom you may communicate it, unless we have expressly agreed in writing that a specified third party may rely on our work. We will accept no responsibility to third parties, including any group company to whom the engagement letter is not addressed, your spouse nor any family member of yours or your employer, for any aspect of our professional services or work that is made available to them.

16 Client identification

- 16.1 In common with other professional services firms, we are required by the *Proceeds of Crime Act 2002* and the *Money Laundering, Terrorist Financing and Transfer for Funds (Information on the Payer) Regulations 2017 (MLR 2017)* to:

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

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

- 16.2 Our procedures to verify identity may include undertaking a search with a Credit Reference Agency. To do so the Credit Reference Agency may check the details supplied to us against particulars on any database (public or otherwise) to which they have access. They may also use the details in the future to assist other companies for verification purposes. A record of the search will be retained.

- 16.3 If we are not able to obtain satisfactory evidence of your identity and where applicable that of the beneficial owners, we will not be able to proceed with the engagement.
- 16.4 If you undertake business that requires you to be supervised by an appropriate supervisory authority to follow anti-money laundering regulations, including if you accept or make high value cash payments of €10,000 or more (or equivalent in any currency) in exchange for goods, you should inform us.
- 16.5 Any personal data received from you to comply with our obligations under the MLR 2017 will be processed only for the purposes of preventing money laundering or terrorist financing. No other use will be made of this personal data unless use of the data is permitted by or under enactment other than the MLR 2017, or we have obtained the consent of the data subject to the proposed use of the data.

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

- 17.1 Financial Institutions are required under Finance Act 2013, s. 222 (International agreements to improve tax compliance) and the International Tax Compliance Regulations 2015 (SI 2015/878), to carry out due diligence and reporting obligations in respect of:
- arrangements between the UK and another territory for the exchange of tax information for the purposes of the adoption and implementation of the Common Reporting Standard (CRS) developed by the Organisation for Economic Co-Operation and Development (OECD); and
 - the agreement between the UK and the USA to improve international tax compliance and to implement the Foreign Account Tax Compliance Act (FATCA).
- 17.2 Under the regulations, Financial Institutions are required to collect and maintain information about the residence, and in the case of the USA the citizenship as well, of individuals and entities for whom they maintain financial accounts, and to report information to HMRC.
- 17.3 The firm may offer corporate trustee services as a Financial Institution and so will have responsibility for compliance with the CRS and FATCA requirements for those trusts for which it provides a corporate trustee service.
- Most other firms will not be Financial Institutions, but may have clients that are Financial Institutions.
- 17.4 Other Financial Institutions, will require their clients to verify their tax residence for CRS and tax status under FATCA.
- 17.5 If any member of the firm acts as a trustee, or the firm itself is a corporate trustee, the firm may have responsibility for compliance with the Regulations.
- 17.6 Further guidance can be obtained from the HMRC, OECD and IRS websites.

18 General Limitation of liability

- 18.1 We will provide our services with reasonable care and skill. Our liability to you is limited to losses, damages, costs and expenses caused by our negligence or wilful default. However, to the fullest extent permitted by law, we will not be responsible for any losses, penalties, surcharges, interest or additional tax liabilities where you or others supply incorrect or incomplete information, or fail to supply any appropriate information or where you fail to act on our advice or respond promptly to communications from us or the tax authorities. Further, we will not be liable to you for any delay or failure to perform our obligations if the delay or failure is caused by circumstances outside our reasonable control. Subject to clause 18.5 below, our liability to you shall be limited as set out in our engagement or other client letter.
- 18.2 You will not hold us, our (principal(s)/director(s)), shareholders and staff, responsible, to the fullest extent permitted by law, for any loss suffered by you arising from any misrepresentation (intentional or unintentional) supplied to us orally or in writing. 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. However, 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.
- 18.3 You agree that you will not bring any claim in connection with services we provide to you against any of our partners, shareholders, directors or employees personally.

- 18.4 Our work is not, unless there is a legal or regulatory requirement, to be made available to third parties without our written permission and we will accept no responsibility to third parties for any aspect of our professional services or work that is made available to them. You agree to indemnify us and our agents in respect of any claim (including any claim for negligence) arising out of any unauthorised disclosure by you or by any person for whom you are responsible of our advice and opinions, whether in writing or otherwise. This indemnity will extend to the cost of defending any such claim, including payment at our usual rates for the time that we spend in defending it and our legal fees on an indemnity basis.
- 18.5 The liability of HSA & Co under or in connection with this engagement whether in contract or in tort, in negligence, for breach of statutory duty or otherwise in respect of any claim or series of claims shall not exceed the amount, if any, recoverable by HSA & Co by way of indemnity against the claim or claims in question under professional indemnity insurance taken out by HSA & Co and in force at the time that the claims or (if earlier) circumstances are notified to the insurers in question.
- 18.6 We shall not be liable for any consequential or indirect loss arising out of the services performed by the Consultant or if such loss is in any way related to this Agreement.
- 18.7 We shall not be liable for any use of any of the documents for any purpose other than for which the same was originally prepared.
- 18.8 Nothing in this agreement shall exclude or limit our liability for death or personal injury caused by negligence nor for fraudulent misrepresentation or other fraud which may not as a matter of applicable law be excluded or limited.

19 Intellectual property rights and use of our name

- 19.1 We will retain all intellectual property rights in any document prepared by us during the course of carrying out the engagement except where the law specifically states otherwise. You may only use such rights to the extent we agreed when engaged to provide services to you and may not resell or sublicense such rights without our further prior consent.
- 19.2 You are not permitted to use our name in any statement or document that you may issue unless our prior written consent has been obtained. The only exception to this restriction would be statements or documents that in accordance with applicable law are to be made public.

20 Draft/interim work or oral advice

- 20.1 In the course of our providing services to you we may provide advice or reports or other work products in draft or interim form, or orally. However, final written work products will always prevail over any draft, interim or oral statements. Where you request it, we will provide you with written confirmation of matters stated orally. Advice is valid as at the date it was given.

21 Interpretation

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

22 Internal disputes within a client

- 22.1 If we become aware of a dispute between the parties who own the business, or who are in some way involved in its ownership and management, it should be noted that our client is the business (unless we have agreed otherwise) and we would not provide information or services to one party without the express knowledge and permission of all parties. Unless otherwise agreed by all parties, we will continue to supply information to the registered office/normal place of business for the attention of the directors/proprietors/partners/trustees. If conflicting advice, information or instructions are received from different directors/principals in the business, we will refer the matter back to the board of directors/the partnership and take no further action until the board/partnership has agreed the action to be taken. In certain cases we reserve the right to cease acting for the business/client entirely.

23 Disengagement

- 23.1 If we resign or are asked to resign, we will normally issue a disengagement letter to ensure that our respective responsibilities are clear.

24 Probate-type services

- 24.1 The firm is not licensed or authorised by the ICAEW or ACCA for non-contentious probate services.
- 24.2 As we are not licensed or authorised for the reserved legal activity of non-contentious probate, any work we do for you on closely aligned activities, such as estate administration or inheritance tax advice, will not be covered by a relevant Probate Compensation Scheme and you will not have access to the Legal Ombudsman, nor is our advice covered by legal professional privilege.

25 Engagement of any HSA & Co directors, employees or workers

- 25.1 The following terms shall have the following meanings in this paragraph [25]:

‘Connected’ shall have the meaning given to it in section 1122 of the Corporation Tax Act 2010.

‘Employee’ means any employee of HSA & Co (which for the avoidance of doubt shall include any director of HSA & Co) or any former employee of HSA & Co (which for the avoidance of doubt shall include any director of HSA & Co) who ceased to be an employee or director of HSA & Co at any time within the seven calendar months preceding the date of the Engagement.

‘Engaged and/or Engagement’ means the direct employment or engagement by you of an Employee or a Worker on either a temporary or a permanent basis and shall include any employment or engagement via a third party (including a service company in which the Employee or Worker or any Connected person of an Employee or Worker is a director, shareholder or person with significant control), a contract of service or a contract for services.

‘Introduction Fee’ means the fee payable by you in the event of an Engagement under the terms of this paragraph 25 which fee shall be calculated as 25% (TWENTY FIVE PERCENT) of the remuneration payable to the Engaged Employee or Worker during the first 12 calendar months of their Engagement and where the Engagement is for less than 12 calendar months then the Introduction Fee shall be calculated as if the term of the Engagement was for a minimum of twelve calendar months with the remuneration payable to the Engaged Employee for the purposes of calculating the Introduction Fee being equal to the average monthly remuneration payable under the shorter Engagement multiplied by 12.

‘Worker’ means any person who is not an Employee and who performs any work for HSA & Co or any former Worker of HSA & Co who ceased to be a Worker of HSA & Co at any time within the seven calendar months preceding the date of the Engagement.

- 25.2 Where you directly or indirectly enter into an Engagement with an Employee or Worker you shall be liable to pay us an Introduction Fee which shall be payable in full and without set-off within seven days of the commencement of the Engagement.
- 25.3 In the event that the Engagement terminates earlier than anticipated (for whatever reason) no refund of the Introduction Fee shall be payable by us.

26 Provision of client portal service via the cloud

The purpose of this schedule and the Standard Terms of Business is to set out the basis on which we are to provide access to a secure client portal via the Cloud, provided by the third-party software provider stated below (the ‘Cloud Supplier’), and to clarify our respective responsibilities in respect of that service. You agree that access will be provided to both the firm and the Cloud Supplier.

The name of the Cloud Supplier is Iris OpenSpace (Iris Software Group Ltd). Their address: Riding Court House, Riding Court Road, Datchet, Berkshire, SL3 9JT. Their telephone number(s): 0344 815 5551. E-mail(s): support@iris.co.uk. Location of server: Ireland.

Your responsibilities

- 26.1 You control which documents are uploaded to the portal and for removing them when they are no longer needed.
- 26.2 If you need to send/process personal data, you will provide us with appropriate contractual assurances that you have secured consents to do so.

- 26.3 You will be obliged to keep all passwords and login details secure and not to share with others.
- 26.4 You undertake to use the system for acceptable use, which includes:
- not to transmit any viruses, Trojans, keyloggers or other harmful code;
 - not to transmit any unlawful information or content;
 - not to allow access to the service to any third party; and
 - not to use the software to provide services to other parties.
- 26.5 You are responsible for:
- ensuring that your network and systems meet any necessary performance requirements;
 - maintaining your network and telecommunication links; and
 - compliance with applicable Cloud Supplier terms, if applicable.
- 26.6 If one of your staff who has access to the portal leaves, you are responsible for asking the firm to remove their user id and password.
- 26.7 If you determine to cease using the services of the firm, you will inform the firm immediately.

Our responsibilities as accountants

- 26.8 We will provide a free voluntary client portal service to allow the secure exchange of documents between the firm and its client, as well as ongoing client access to certain documents (which may include confidential documents) created or maintained by the firm.
- 26.9 We undertake to use all reasonable endeavours to obtain from the Cloud Supplier a signed confidentiality agreement with the firm to ensure compliance with the relevant clauses in the firm's standard terms of business concerning our fees, confidentiality, internet communication, all relevant data protection law and general limitation of liability.
- 26.10 We will keep all passwords and login details secure, and only disclose to staff that require access.
- 26.11 The firm cannot be held liable for any failures to deliver services due to transmission errors or unavailability of telecoms networks, or due to the failure or unavailability of any Cloud Supplier infrastructure. We are also not liable for any loss of or corruption to your data or if the service is interrupted due to your breach of Cloud Supplier terms. However, we will liaise with them to help ensure that normal service is resumed as soon as possible.
- 26.12 On receiving notification of the decision to cease using our services, we will immediately cancel all user access to your portal and discuss with you the way ahead.
- 26.13 The firm reserves the right to modify these terms and conditions under which the portal is offered, and will provide you with due notice before implementation.