ROSEWORTH LIMITED

STANDARD TERMS AND CONDITIONS OF BUSINESS

Version 1.0 — February 2026

Roseworth Limited | Company No. 11128477 | AAT Licence No. 1003236
662 High Road, London, England, N12 0NL | Tel: 020 3603 4495 | www.roseworthaccounting.com

1. INTRODUCTION AND INTERPRETATION

1.1 These Standard Terms and Conditions of Business ("these Terms") set out the general terms upon which Roseworth Limited ("the Firm", "we", "us", or "our") undertakes professional services for its clients. These Terms apply to all engagements and services provided by the Firm unless expressly varied in writing by means of a separate letter of engagement or service agreement.

1.2 These Terms should be read in conjunction with: (a) the relevant letter of engagement issued to you in respect of any specific assignment; and (b) our Privacy Notice, a copy of which is available at www.roseworthaccounting.com or on request.

1.3 In the event of any conflict between these Terms and the provisions of a letter of engagement or service agreement, the provisions of the letter of engagement or service agreement shall prevail to the extent of such conflict.

1.4 In these Terms, unless the context otherwise requires:

- (a) "Client", "you", or "your" means the person, firm, company, or other entity to whom the Firm's letter of engagement is addressed and who has engaged the Firm to provide services;
- (b) "Engagement Letter" means the letter of engagement issued by the Firm to you setting out the specific terms and scope of a particular assignment;
- (c) "HMRC" means His Majesty's Revenue and Customs;
- (d) "AAT" means the Association of Accounting Technicians;
- (e) "NCA" means the National Crime Agency;
- (f) "Software" means any cloud-based accounting, bookkeeping, payroll, or other software platform that the Firm may use or recommend in the course of providing services, including but not limited to Xero, QuickBooks, FreeAgent, Sage, Dext, and any other third-party software;
- (g) "Working Day" means any day other than a Saturday, Sunday, or public holiday in England and Wales;
- (h) "writing" and "written" include email and other electronic communication.

1.5 References to statutes and statutory provisions shall include those statutes and provisions as amended, re-enacted, or replaced from time to time.

1.6 The headings in these Terms are for convenience only and shall not affect their interpretation.

2. ABOUT US

2.1 Roseworth Limited is a company incorporated in England and Wales under company number 11128477, with its registered office at 662 High Road, London, England, N12 0NL.

2.2 The Firm is licensed and supervised by the Association of Accounting Technicians (AAT) under licence number 1003236. The Firm's principal is Tim Gashi FMAAT.

2.3 The Firm is supervised for anti-money laundering purposes by the Association of Accounting Technicians (AAT).

2.4 The Firm's registration and licence details can be verified at https://www.aat.org.uk/find-an-accountant-or-bookkeeper.

2.5 The Firm is registered to provide services under the following Standard Industrial Classification (SIC) codes: 69201 (Accounting and auditing activities), 69202 (Bookkeeping activities), 69203 (Tax consultancy), and 70229 (Management consultancy activities other than financial management).

3. SCOPE OF SERVICES

3.1 The specific services to be provided by the Firm, together with any particular terms applicable to those services, shall be set out in the relevant Engagement Letter issued to you. The Firm's licensed services include, but are not limited to:

(a) Accountancy, bookkeeping, and financial accounting;

(b) Accounts preparation for sole traders, partnerships, limited companies, and for statutory purposes;

(c) Payroll services;

(d) Management accounting, budgeting, and forecasting;

(e) Independent examination of accounts;

(f) Forensic accounting;

(g) Computerised accountancy systems setup and support;

(h) Taxation services, including Value Added Tax (VAT), Corporation Tax, Capital Gains Tax, Personal Income Tax, Business Income Tax, and Inheritance Tax;

(i) Company secretarial services (as a Trust or Company Services Provider).

3.2 The Firm shall not be responsible for providing any services beyond those expressly set out in the relevant Engagement Letter. If you require additional services, these shall be the subject of a separate Engagement Letter or written agreement.

3.3 We shall only assist with the implementation of our advice if we are specifically instructed to do so and such instructions are confirmed in writing. We shall not be responsible for the consequences of any decision made or action taken by you without having first obtained our written advice.

3.4 All advice and information provided by the Firm is provided solely for the purposes of the engagement described in the relevant Engagement Letter. Advice given orally (for example, during the course of a meeting or telephone conversation) is not intended to be relied upon unless subsequently confirmed by us in writing. If we provide oral advice and you wish to be able to rely on that advice, you must request that we confirm it in writing. Advice is valid only at the date on which it is given.

4. PROFESSIONAL OBLIGATIONS

4.1 The Firm shall observe and act in accordance with the bye-laws, regulations, and ethical guidelines of the Association of Accounting Technicians (AAT), including the AAT Code of Professional Ethics. We shall accept instructions to act for you on this basis.

4.2 We shall provide our services with professional competence and due care, in accordance with the standards and requirements of our professional body.

4.3 We shall not undertake any tax planning arrangements that would breach professional conduct in relation to taxation. We shall comply with the General Anti-Abuse Rule (GAAR) and any applicable Targeted Anti-Avoidance Rules (TAAR). We shall not be liable for any loss, damage, or cost arising from our compliance with statutory or regulatory obligations.

4.4 You give us authority to correct errors made by HMRC where we become aware of them in the course of acting on your behalf.

4.5 Copies of the applicable professional rules and regulations are available at our offices and online at https://www.aat.org.uk/.

5. CLIENT RESPONSIBILITIES

5.1 You shall provide us with all information, documentation, records, and explanations as we may reasonably require in order to carry out our engagement, and you shall do so in a complete, accurate, and timely manner.

5.2 You are responsible for ensuring the accuracy and completeness of all information and documentation provided to us. We shall be entitled to rely upon the information and documentation provided to us without further verification, unless it is apparent to us that the information is incomplete, misleading, or inaccurate.

5.3 You are responsible for ensuring that proper books, records, and accounts are kept as required by law, and for maintaining adequate internal controls and procedures appropriate to your business or affairs.

5.4 You shall inform us promptly of any material changes in your circumstances, business activities, or affairs that may be relevant to the services we are providing.

5.5 You are ultimately responsible for all tax returns, statutory accounts, filings, and other documents submitted on your behalf, including the accuracy of the information contained therein. By approving such documents for submission, you accept full responsibility for their contents.

5.6 You are responsible for bringing to our attention any errors, omissions, or inaccuracies in your returns, accounts, or filings that you become aware of after submission, in order that we may assist you to make a voluntary disclosure where appropriate.

5.7 You shall keep us informed of accurate and up-to-date contact details (including postal address, email address, and telephone number) at all times. This is essential to ensure that communications and documents are not misdirected.

5.8 Where applicable, you shall authorise us to act on your behalf with HMRC, Companies House, and any other relevant authority as may be necessary for the performance of our services.

6. SOFTWARE AND THIRD-PARTY PLATFORMS

6.1 In the course of providing our services, the Firm may use, recommend, or require you to use certain third-party cloud-based software platforms (“Software”), including but not limited to Xero, QuickBooks, FreeAgent, Sage, Dext, and any other accounting, bookkeeping, payroll, tax filing, or document management software.

6.2 You acknowledge and agree that:

(a) the Software is provided by independent third-party providers and is not owned, developed, operated, maintained, or controlled by the Firm;

(b) your use of any Software is subject to the terms and conditions, privacy policies, acceptable use policies, and end-user licence agreements imposed by the relevant Software provider, and it is your responsibility to review and accept such terms;

(c) the Firm does not warrant, guarantee, or make any representation as to the accuracy, reliability, availability, suitability, security, or uninterrupted operation of any Software;

(d) the Firm shall not be liable for any loss, damage, cost, claim, or expense (whether direct, indirect, consequential, or otherwise) arising from or in connection with any defect, error, malfunction, interruption, data loss, data corruption, security breach, cyberattack, or failure of any Software, howsoever caused;

(e) the Firm shall not be liable for any changes made by a Software provider to the features, functionality, pricing, terms, or availability of the Software, including the discontinuation of any Software or any feature thereof;

(f) you are solely responsible for the security and confidentiality of your login credentials, passwords, and access rights for any Software, and the Firm shall not be liable for any unauthorised access to your accounts resulting from your failure to maintain the security of such credentials;

(g) you are responsible for ensuring that any data you enter into any Software is complete, accurate, and up to date, and the Firm shall not be liable for any errors arising from inaccurate or incomplete data entered by you or any person acting on your behalf;

(h) you are responsible for maintaining your own independent back-ups of all data stored in any Software, and the Firm shall not be liable for any loss of data howsoever caused.

6.3 Where the Firm has access to your Software accounts for the purposes of providing services to you:

(a) the Firm shall access only those records and data reasonably required for the performance of the agreed services;

(b) the Firm shall not be responsible for monitoring or managing the Software, its security settings, its users, or its integrations beyond the scope of the services agreed in the Engagement Letter;

(c) the Firm shall use reasonable care in entering, modifying, or processing data within the Software, but shall not be liable for any loss arising from data entry errors that are not reasonably detectable at the time of entry;

(d) you shall not revoke, restrict, or alter the Firm's access to the Software without giving us reasonable prior notice, and the Firm shall not be liable for any delay, error, or failure in the provision of services caused by any such revocation, restriction, or alteration of access.

6.4 Upon termination of the engagement, the position regarding access to cloud-based accounting records and Software shall be agreed between us. This may require you to enter into direct subscription agreements with the Software providers and to pay for such subscriptions separately and at your own cost. The Firm shall have no obligation to maintain, transfer, or provide access to any Software account or data after the date of termination, save as may be required to comply with our statutory or regulatory obligations.

6.5 Where the Firm recommends Software to you, such recommendation is made in good faith based on the Firm's professional experience and judgement at the time. Such recommendation does not constitute an endorsement, warranty, or guarantee of the Software and shall not give rise to any liability on the part of the Firm.

6.6 The Firm may receive commissions, referral fees, partner benefits, or other incentives from Software providers. Where this is the case, the Firm shall notify you in writing of the nature and terms of any such commission or benefit.

7. FEES AND PAYMENT

7.1 The basis upon which our fees are calculated shall be set out in the relevant Engagement Letter. Our fees may take into account the time spent on your affairs, the level of skill and specialised knowledge required, the complexity and importance of the matter, the degree of responsibility and risk involved, and the value of the advice or services provided.

7.2 Where we provide an estimate of our fees for any specific work, such estimate is indicative only and shall not be contractually binding unless we explicitly confirm in writing that it is intended to be a fixed fee.

7.3 Where a fixed fee is agreed for the provision of specific services, such fee is agreed for a period not exceeding one year unless otherwise stated. If, due to unforeseen circumstances, a quoted fee proves to be inadequate, we reserve the right to notify you of a revised fee and to seek your written agreement before proceeding further.

7.4 All fees are exclusive of Value Added Tax (VAT), which shall be charged in addition at the prevailing rate where applicable.

7.5 Any disbursements incurred on your behalf and any out-of-pocket expenses incurred in the course of carrying out our work for you shall be charged at cost and added to our invoices.

7.6 Unless otherwise agreed in the Engagement Letter, our fees do not include the fees of any third-party professional, counsel, or specialist engaged in connection with your affairs. Such fees shall be your sole responsibility.

7.7 We shall render invoices at such intervals as are specified in the Engagement Letter, which may be monthly, quarterly, half-yearly, or upon completion of the work. All invoices are due for payment within thirty (30) days of the date of issue.

7.8 It is our normal practice to issue invoices on account for payment in advance or during the course of continuous or recurring work. The same payment terms apply.

7.9 The Firm reserves the right to require payment on account before commencing or continuing any substantial piece of work.

7.10 The Firm shall review its fees annually and shall give you reasonable written notice of any increase.

7.11 If you do not accept that an invoiced fee is fair and reasonable, you must notify us in writing within twenty-one (21) days of receipt of the invoice, failing which you shall be deemed to have accepted that the full amount invoiced is due and payable.

7.12 Where this engagement is between the Firm and a client acting in the course of a business, we reserve the right to charge interest on any invoice that remains unpaid after the due date at the rate of eight per cent (8%) per annum above the Bank of England base rate, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, as amended. We further reserve the right to claim fixed compensation for debt recovery costs under the said Act.

7.13 We reserve the right to suspend all or any of our services, or to cease to act for you entirely, upon giving you written notice, if any invoice remains unpaid for more than sixty (60) days from the date of issue. We shall exercise this right only where it is fair and reasonable to do so.

7.14 In some cases, you may be entitled to assistance with professional fees, particularly in relation to any investigation into your tax affairs by HMRC. Such assistance may be provided through insurance policies you hold or through membership of a professional or trade body. Unless such insurance was arranged through us, it is your responsibility to advise us of any such insurance cover. You shall remain liable for our fees regardless of whether all or part thereof may be recoverable under any insurance policy.

7.15 On termination of the engagement, where a successor accountant requests professional clearance and handover information, we reserve the right to charge a reasonable fee for the preparation and provision of such handover information.

8. LIEN

8.1 In so far as permitted by law and by our professional guidelines, the Firm reserves the right to exercise a lien over all funds, documents, records, books, papers, and files in its possession relating to all engagements for you until all outstanding fees, disbursements, and expenses have been paid in full.

8.2 This lien shall not extend to any documents that you are required by statute to retain or produce (for example, statutory books required to be kept under the Companies Act 2006), and in respect of such documents the Firm shall comply with its statutory obligations.

9. LIMITATION OF LIABILITY

9.1 The Firm shall provide its services with reasonable care and skill. The Firm's liability to you shall be limited to losses, damages, costs, and expenses directly caused by the Firm's negligence or wilful default.

9.2 The Firm shall not be liable for any indirect, consequential, or special loss, including but not limited to loss of profit, loss of revenue, loss of business, loss of anticipated savings, loss of goodwill, loss of data, or loss of opportunity, howsoever arising, whether in contract, tort (including negligence), breach of statutory duty, or otherwise.

9.3 The aggregate liability of the Firm, its directors, officers, employees, and agents in respect of all claims arising from or in connection with a single engagement shall not exceed the amount specified in the relevant Engagement Letter. In the absence of such specification, the aggregate liability shall not exceed the total fees paid by you to the Firm in respect of the relevant engagement in the twelve (12) months preceding the date on which the claim first arose.

9.4 Nothing in these Terms shall exclude or limit the Firm's liability for: (a) death or personal injury caused by the Firm's negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be excluded or limited by law.

9.5 You shall not bring any claim of a kind that falls within the scope of the liability limitation set out in this clause against any of the Firm's directors, officers, or employees on a personal basis.

Exclusion of liability for loss caused by others

9.6 The Firm shall not be liable for any losses, penalties, interest, surcharges, or additional tax liabilities that are caused by: (a) the acts or omissions of any other person; (b) the provision to us of incomplete, misleading, or false information; (c) your failure to act on our advice; or (d) your failure to provide us with relevant information in a timely manner.

9.7 Where we refer you to another professional firm or third party with whom you engage directly, we accept no responsibility for the work or advice of that firm or third party, and we shall not be liable for any loss caused by them.

Exclusion of liability for circumstances beyond our control

9.8 The Firm shall not be liable for any delay or failure in the performance of its obligations under these Terms or any Engagement Letter where such delay or failure is caused by circumstances beyond the Firm's reasonable control, including but not limited to acts of God, fire, flood, pandemic, epidemic, industrial action, war, terrorism, governmental action, power failure, failure of telecommunications networks, cyberattack, or failure of third-party Software or systems.

Exclusion of liability for non-disclosure or misrepresentation

9.9 The Firm shall not be responsible or liable for any loss, damage, or expense incurred or sustained if information material to the services we are providing is withheld or concealed from us, or is misrepresented to us.

9.10 The exclusion in clause 9.9 shall not apply where such misrepresentation, withholding, or concealment is or ought reasonably to have been evident to us without further enquiry beyond that which it would have been reasonable for us to have carried out in the circumstances.

Notification of claims

9.11 Any claim against the Firm must be notified to us in writing within twelve (12) months of the date on which you became aware, or ought reasonably to have become aware, of the circumstances giving rise to the claim. Failure to notify a claim within this period shall constitute an absolute bar to any such claim.

Indemnity for unauthorised disclosure

9.12 You agree to indemnify the Firm and its officers, directors, employees, and 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 shall extend to the cost of defending any such claim, including payment at our usual rates for the time we spend in defending it.

10. PROFESSIONAL INDEMNITY INSURANCE

10.1 The Firm maintains professional indemnity insurance in accordance with the requirements of the Association of Accounting Technicians (AAT) and the Provision of Services Regulations 2009.

10.2 Details of the Firm's professional indemnity insurance arrangements, including the name of the insurer and the territorial coverage of the policy, are available on request at our offices.

11. CONFIDENTIALITY

11.1 All communications between us shall be treated as confidential. The Firm shall take all reasonable steps to protect the confidentiality of your information and shall not disclose your information to any third party except:

- (a) where you have authorised us to do so;
- (b) where disclosure is required by law, regulation, or court order;
- (c) where disclosure is required by the AAT or any other regulatory body for supervisory, regulatory, or quality assurance purposes;
- (d) where disclosure is to the Firm's professional advisers, insurers, or auditors;
- (e) where the information is already in the public domain through no fault of the Firm;
- (f) where disclosure is to subcontractors or third-party professionals engaged by the Firm to assist with your affairs, provided that such subcontractors and professionals are bound by obligations of confidentiality no less onerous than those contained in these Terms.

11.2 This obligation of confidentiality shall continue during and after the termination of the engagement.

11.3 We may, on occasions, subcontract work on your affairs to other tax or accounting professionals. Any such subcontractors shall be bound by our confidentiality and data security requirements.

12. DATA PROTECTION

12.1 The Firm is committed to protecting your personal data in accordance with the Data Protection Act 2018 and the United Kingdom General Data Protection Regulation (UK GDPR).

12.2 The Firm processes personal data on the following lawful bases: (a) performance of a contract to which you are a party; (b) compliance with a legal obligation to which the Firm is subject; and (c) the legitimate interests of the Firm, provided that such interests are not overridden by your rights and freedoms.

12.3 Categories of personal data that the Firm may process include: names, addresses, contact details, dates of birth, national insurance numbers, unique taxpayer references, financial records, tax information, employment details, bank account details, and such other personal data as may be reasonably necessary for the performance of our services.

12.4 The Firm may share your personal data with HMRC, Companies House, and other regulatory or governmental bodies as required by law. The Firm may also share personal data with third-party Software providers to the extent necessary for the performance of our services, subject to appropriate data processing agreements.

12.5 Personal data shall be retained for a minimum period of six (6) years from the end of the engagement (or longer where required by law, regulation, or our professional obligations). Records created as part of our client due diligence processes shall be retained for a period of five (5) years after we cease to act for you, unless retention for a longer period is required by statute or you have consented to such longer retention, in which case the records shall be retained for not more than ten (10) years.

12.6 You have the right to exercise your rights as a data subject under the UK GDPR, including the rights of access, rectification, erasure, restriction of processing, data portability, and objection. To exercise any such right, you should contact us in writing at the Firm's registered office or by email.

12.7 The Firm's full Privacy Notice is available at www.roseworthaccounting.com or on request. The Privacy Notice should be read alongside these Terms.

12.8 The implications of our professional body membership as they relate to the UK GDPR are set out in the Privacy Notice.

13. ANTI-MONEY LAUNDERING AND CLIENT IDENTIFICATION

13.1 The Firm is supervised for anti-money laundering purposes by the Association of Accounting Technicians (AAT).

13.2 We are required by law to identify and verify the identity of our clients before commencing work, in accordance with the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, the Proceeds of Crime Act 2002, and the Terrorism Act 2000. Save in exceptional circumstances, we cannot begin work until satisfactory identification and verification has been completed.

13.3 We may request from you, and retain, such information and documentation as we require for the purposes of client identification and due diligence, and/or make searches of appropriate databases, including identity verification software.

13.4 If we are unable to obtain satisfactory evidence of your identity, we shall not be able to proceed with the engagement.

13.5 The Firm is required by law to have appropriate risk-based policies and procedures for assessing and managing money laundering risks throughout the lifetime of the client relationship, including undertaking appropriate ongoing customer due diligence and monitoring.

13.6 The Firm is obliged to report to the National Crime Agency (NCA) any knowledge or suspicion of money laundering or terrorist financing. In accordance with the Proceeds of Crime Act 2002 and the Terrorism Act 2000, the Firm is prohibited from informing you if any such report is made ("tipping off"). You agree to waive your right to confidentiality to the extent of any such report made, document provided, or information disclosed to the NCA.

13.7 Copies of records created as part of our client due diligence process, including any non-engagement documents relating to the client relationship and ongoing monitoring, shall be retained by us for a period of five (5) years after we cease to act for you, unless retention for a longer period is required by statute, for legal proceedings, or with your consent, in which case retention shall not exceed ten (10) years.

14. CONFLICTS OF INTEREST

14.1 If a conflict of interest arises (or is reasonably likely to arise) in our relationship with you, or between you and another client of the Firm, and such conflict is capable of being managed successfully by the adoption of suitable safeguards to protect your interests, then we shall adopt those safeguards.

14.2 Where a conflict is identified that cannot be managed in a way that adequately protects your interests, we shall inform you promptly and shall cease to act for you in respect of the matter to which the conflict relates.

14.3 We reserve the right to act for other clients whose interests may not be the same as, or may be adverse to, yours, subject always to our obligations of confidentiality as set out in clause 11 of these Terms.

15. INTERNAL DISPUTES

15.1 If we become aware of a dispute between the parties who own, control, or are otherwise involved in the ownership and management of the Client's business, the Firm's client shall at all times be the business entity itself (and not any individual owner, director, partner, or shareholder).

15.2 In such circumstances, we shall not provide information or services to one party without the express knowledge and permission of all parties, unless otherwise agreed by all parties. We shall continue to supply information to the directors or business owners as a body.

15.3 If conflicting advice, information, or instructions are received from different directors, partners, or owners of the business, we shall refer the matter back to the board of directors (or equivalent governing body) and shall take no further action until the board has agreed the action to be taken.

16. ELECTRONIC COMMUNICATION

16.1 As instructed, we shall communicate with you and with third parties by email and other electronic means. The recipient is responsible for virus-checking all emails and attachments.

16.2 You acknowledge that electronic communication carries inherent risks, including but not limited to the risk of non-receipt, delayed receipt, inadvertent misdirection, interception by unauthorised third parties, and the transmission of viruses or other malicious software.

16.3 The Firm uses virus-scanning software and takes reasonable precautions to reduce the risk of viruses and similar threats. However, electronic communication is not entirely secure, and the Firm shall not be liable for any loss, damage, or cost arising from the use of electronic communication, including but not limited to losses caused by viruses, data corruption, interception, or misdirection, except where such loss is caused by the Firm's negligence.

16.4 If you do not wish to accept the risks associated with electronic communication, you must notify us in writing, and we shall communicate with you by post, save where electronic submission is mandatory.

16.5 Any communication sent by us through the post or DX system shall be deemed to have been received at your postal address two (2) Working Days after the date on which it was sent.

16.6 When accessing information held electronically by HMRC or other authorities on your behalf, we may have access to more information than is strictly required for the engagement, and we shall access only those records that are reasonably required in order to carry out the agreed services.

17. COMMISSIONS, REFERRAL FEES, AND INTRODUCTIONS

17.1 In some circumstances, the Firm may receive commissions, referral fees, or other benefits for introductions to other professionals or in respect of transactions arranged for you. Where this occurs, we shall notify you in writing of the amount and terms of payment and receipt of any such commissions or benefits.

17.2 Where, during the provision of professional services, you require advice on investments (including insurance), we may need to refer you to an authorised person under the Financial Services and Markets Act 2000 and the Financial Services Act 2012, as the Firm is not authorised by the Financial Conduct Authority (FCA) or the Prudential Regulation Authority (PRA) to provide investment advice.

17.3 However, as the Firm is licensed by the AAT, we may be able to provide certain limited investment services that are complementary to, or arise out of, the professional services we are providing to you.

17.4 Where investment advice beyond our licence is required, we may introduce you to a permitted third party who is authorised by the FCA. Such third party shall issue their own terms and conditions, shall be remunerated separately for their services, and shall take full responsibility for compliance with the requirements of the Financial Services and Markets Act 2000 and the Financial Services Act 2012.

17.5 We may receive an introductory fee or commission in respect of any such referral. We shall inform you of any such fee or commission and agree with you how it is to be dealt with.

18. INTELLECTUAL PROPERTY

18.1 The Firm shall retain all copyright and other intellectual property rights in any document, report, spreadsheet, template, system, or other work product prepared by us during the course of the engagement, save where the law specifically provides otherwise.

18.2 You are granted a non-exclusive licence to use such work products for the purposes for which they were prepared, but you may not reproduce, distribute, or make them available to any third party without our prior written consent.

19. NOTIFICATION

19.1 We shall not be treated as having notice, for the purposes of any engagement, of information provided to members of our staff other than those engaged on the specific assignment to which the information relates. For example, information provided in connection with accounting services shall not be treated as having been provided in connection with a separate taxation engagement.

20. RETENTION OF DOCUMENTS AND RECORDS

20.1 You have a legal responsibility to retain documents and records relevant to your tax affairs. The statutory retention periods are as follows:

- (a) Individuals, trustees, and partnerships with trading or rental income: five years and ten months after the end of the relevant tax year;
- (b) Individuals, trustees, and partnerships otherwise: twenty-two months after the end of the relevant tax year;
- (c) Companies, LLPs, and other corporate entities: six years from the end of the relevant accounting period.

20.2 During the course of our work, we may collect information from you and others relevant to your affairs. We shall return any original documents to you upon request.

20.3 While certain documents may legally belong to you, we may destroy correspondence and other papers that we store (whether electronically or in hard copy) that are more than seven (7) years old. This includes your documents if they have not been reclaimed by you within that period. You must inform us in writing if you require the return of any specific document or its retention for a longer period.

20.4 You should retain all documents sent to you by us in accordance with the guidance set out in our Privacy Notice.

21. PERIOD OF ENGAGEMENT AND TERMINATION

21.1 Unless otherwise agreed in the relevant Engagement Letter, our work shall begin when we receive your implicit or explicit acceptance of that letter. We shall not be responsible for any period before that date, except as stated in the Engagement Letter.

21.2 Either party may terminate the engagement by giving not less than thirty (30) days' written notice to the other party.

21.3 The Firm may terminate the engagement immediately upon written notice if:

- (a) you fail to pay any invoice within sixty (60) days of its due date;
- (b) you fail to provide information or documentation reasonably required by the Firm;
- (c) you fail to cooperate with us in the performance of the engagement;
- (d) we have reason to believe that you have provided us or HMRC with misleading, incomplete, or false information;
- (e) continued engagement would conflict with the Firm's professional or regulatory obligations;
- (f) you become insolvent, enter into any arrangement or composition with your creditors, or have a receiver, administrator, or liquidator appointed over any of your assets.

21.4 Should we resign or be requested to resign from the engagement, we shall normally issue a disengagement letter to ensure that our respective responsibilities are clear.

21.5 Should we have no contact with you for a period of two (2) years or more, we may issue a disengagement letter to your last known address and thereafter cease to act for you.

21.6 In the event of termination for any reason, we shall endeavour to agree with you the arrangements for the completion of any work in progress at that time, unless we are required for legal or regulatory reasons to cease work immediately, in which case we shall not be required to carry out further work and shall not be responsible or liable for any consequences arising from the cessation.

21.7 On termination:

(a) you shall pay all fees, disbursements, and expenses for work completed up to the date of termination;

(b) the Firm shall return all client property (subject to the Firm's lien rights under clause 8);

(c) the Firm shall cooperate reasonably with any successor accountant, subject to payment of all outstanding fees.

21.8 If you engage us for a one-off piece of work (for example, advice on a single transaction or preparation of a tax return for one year only), the engagement shall cease upon completion of that work. The date of completion shall be treated as the termination date, and we shall owe you no further duties and shall not undertake any further work beyond that date.

21.9 Where recurring work is provided (for example, ongoing annual tax return preparation), the engagement shall cease on the relevant termination date, being: (a) thirty (30) days after the date of notice of termination; or (b) such later date as may be agreed between us. We owe you no duties beyond the date of termination.

21.10 Following termination for any reason, we reserve the right to destroy any of your documents in our possession that we have not been able to return to you after a period of six (6) months, unless other laws or regulations require us to retain them.

22. DISENGAGEMENT

22.1 Upon the termination of our engagement, whether by notice or otherwise, we shall issue a disengagement letter confirming the cessation of our services and setting out each party's remaining responsibilities.

22.2 From the date of disengagement, the Firm shall owe you no further professional duties and shall not be responsible for any matter arising after that date.

23. LIMITATION OF THIRD PARTY RIGHTS

23.1 The advice and information we provide to you as part of our service is for your sole use and benefit. It is not intended for, and shall not be relied upon by, any third party unless we have expressly agreed in writing that a specified third party may rely on our work.

23.2 We accept no responsibility to any third party (including any group company to which 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. Our work may not be used, disclosed, or relied upon by any person other than you without our prior written consent.

23.3 No person who is not a party to the engagement shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

23.4 If our advice is disclosed to any third party (with or without our consent), we accept no responsibility or liability to that third party for any consequences that may arise should they rely on our advice.

23.5 If it is proposed that any documents or statements referring to our name, work, or advice are to be circulated to third parties, you must consult us before they are issued.

24. COMPLAINTS PROCEDURE

24.1 The Firm is committed to providing a high-quality service that is efficient and effective. If you are dissatisfied with any aspect of our service, please raise the matter with Tim Gashi FMAAT in the first instance.

24.2 The Firm shall acknowledge any written complaint within five (5) Working Days of receipt and shall provide a full written response within twenty (20) Working Days of receipt.

24.3 We undertake to investigate any complaint carefully and promptly, and to do everything reasonable to resolve it.

24.4 If you are not satisfied with our response, you may refer your complaint to the Association of Accounting Technicians (AAT). This should be done promptly and in any event no later than six (6) months after the conclusion of our internal complaints procedure.

24.5 The AAT may offer alternative dispute resolution through its Conciliation Service. The AAT's website address is https://www.aat.org.uk/. Under the Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015, we are not obliged to submit to the AAT's conciliation process, but we shall consider doing so in good faith.

25. GENERAL PROVISIONS

Entire Agreement

25.1 These Terms, together with the relevant Engagement Letter and the Privacy Notice, constitute the entire agreement between us in relation to the subject matter hereof and supersede all previous agreements, understandings, representations, warranties, and arrangements between us, whether written or oral.

Variation

25.2 No variation of these Terms shall be effective unless agreed in writing and signed by or on behalf of both parties.

Waiver

25.3 A failure or delay by either party to exercise any right or remedy provided under these Terms or by law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.

Severability

25.4 If any provision of these Terms is held to be invalid, illegal, or unenforceable by any court or competent authority, such provision shall be deemed not to form part of these Terms, and the validity and enforceability of the remaining provisions shall not be affected.

Assignment

25.5 Neither party may assign, transfer, or sub-contract any of its rights or obligations under these Terms without the prior written consent of the other party.

Notices

25.6 All notices required or permitted to be given under these Terms shall be in writing and shall be sent to the addresses specified in the relevant Engagement Letter (or to such other address as a party may notify to the other in writing from time to time). Notices sent by email shall be deemed received on the Working Day following transmission. Notices sent by first-class post shall be deemed received two (2) Working Days after posting.

Force Majeure

25.7 Neither party shall be liable for any failure or delay in performing its obligations under these Terms where such failure or delay results from circumstances beyond the reasonable control of that party, including but not limited to acts of God, fire, flood, pandemic, industrial action, war, terrorism, governmental action, power failure, failure of telecommunications networks, or cyberattack.

Third Party Rights

25.8 A person who is not a party to the engagement governed by these Terms shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

26. GOVERNING LAW AND JURISDICTION

26.1 These Terms, and any Engagement Letter incorporating them, shall be governed by and construed in accordance with the laws of England and Wales.

26.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute, claim, or matter arising out of or in connection with these Terms or any Engagement Letter incorporating them.

26.3 Each party irrevocably waives any right to object to any proceedings being brought in those courts, to claim that proceedings have been brought in an inappropriate forum, or to claim that those courts do not have jurisdiction.

End of Terms