

Prydis Accounts Limited

Terms of Business

Page left intentionally blank

Introduction

At Prydis, we pride ourselves on being able to provide our clients with support that reaches beyond the boundaries imposed by traditional professional firms – bringing different requirements together in one place.

We provide innovative financial and legal solutions, tailored to make the most of your circumstances. Our expertise in accountancy, wealth planning and law means you benefit from a truly integrated service with greater simplicity and better outcomes.

Because we involve the right people early on, we can respond more quickly and accurately. We tackle your challenges from a range of perspectives, allowing our solutions to be more creative and comprehensive.

Terms of Business

The following Terms of Business of business apply to each engagement between you and Prydis Accounts Limited. All work carried out is subject to these Terms of Business except where changes are agreed in writing.

1. Definitions

In these Terms of Business and each engagement letter, unless the context otherwise requires, the following words and expressions will have the following meanings:

Engagement letter – each engagement letter sent by us to you, together with any appended schedules detailing the scope of work we carry out for you, responsibilities, fees, limitations on our liabilities and reference to these Terms of Business.

Professional bodies and regulators – means The Institute of Chartered Accountants in England and Wales (ICAEW). Details of our professional registrations can be found at <http://www.prydis.com/legal-information/regulatory-information>

Prydis, we, us, our means Prydis Accounts Limited, a limited liability company incorporated in England & Wales under company registration number 04793244, whose registered office is at Senate Court, Southernhay Gardens, Exeter EX1 1NT. Prydis Accounts Limited are Members the Institute of Chartered Accountants in England and Wales under registration number C001029265. Prydis Accounts Limited trades under the name Prydis Accounts, or simply, Prydis.

Services – the work to be undertaken by us in accordance each Engagement letter.

Terms – shall mean these Terms of Business.

Third Party – any individual or entity other than you or Prydis.

You or your – the party or parties with whom Prydis is contracting as set out in each engagement letter.

2 Applicable law

2.1 These Terms are governed by, and construed in accordance with, English law. The Courts of England will have exclusive jurisdiction in relation to any claim, or dispute concerning each engagement letter and any Services 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.

2.2 If any provision in these Terms or any engagement letter, 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. Any invalid provision shall be deemed to be severed only to the extent necessary to allow the remaining provisions to be effective.

3. Service Levels

3.1 We will provide the Services to you in a prompt and professional manner, with reasonable skill and care in accordance with the service levels below, together with any ethical standards, rules and regulations imposed by professional bodies and regulators applicable to the work being conducted.

3.2 Each engagement letter will explain the services we are to carry out.

3.4 We will discuss the costs and the ways in which you will pay for the services we provide.

3.5 We will tell you the likely timescales for the work we are performing and any important changes in those estimates.

3.6 We will inform you if any unforeseen additional work becomes necessary (for example, if your requirements or circumstances significantly change). We will also tell you the estimated additional cost in writing before any material extra charges and expenses are incurred.

3.7 We will advise you of any changes in the law applicable to and during the provision of services.

3.8 Any financial or taxation advice will be based upon our current understanding of HMRC taxation rates and reliefs, which are subject to change.

4 Fees

4.1 Our fees, whether they are fixed or estimated, will be

shown in each engagement letter. Our fees are based on the levels of skill and responsibility involved, the time taken and considerations such as the complexity, value, urgency, inherent risks and know-how. Disbursements represent travel, accommodation and other non-routine expenses incurred in dealing with your affairs, which will normally be charged at cost.

4.2 If it is necessary to carry out services outside those set out in each engagement letter, we will advise you in advance. Any additional work will involve additional fees. To avoid this, it is important that any information provided to us is accurate and complete to the best of your knowledge and understanding at the outset.

4.3 Prydis Accounts Limited's policy is to issue regular interim bills, usually on a monthly basis. Our bills will only be sent to you by email and not in hard copy. Bills are due for payment within 14 days and if not paid promptly, may result in a delay in the progress of the work we do for you, or we may cease to act for you. We also reserve the right to suspend our services pending payment. If the work is aborted, we will bill you based upon the time spent on the matter plus disbursements at the time the transaction faltered or failed.

4.4 We may request that clients pay a proportion of their fee on a monthly standing order which will be applied to the fees agreed in each engagement letter for the current and ensuing years

4.5 We reserve the right to charge interest on outstanding invoices that are more than 14 days overdue. The rate of interest to be charged is 8% per calendar month of the amount outstanding.

4.6 We also reserve the right to charge an administration fee to cover our costs associated with recovering outstanding invoices. This fee will be equivalent to that prescribed by the Late Payment of Commercial Debts (Interest) Act 1998 (as amended) and will apply to all clients.

4.7 In the case of directors of a company, you guarantee jointly and severally to pay personally any fees (including disbursements) that the company is unable to pay. This clause becomes effective in the event of the company failing to pay Prydis, or a receiver or liquidator being appointed to the company or the company otherwise being wound-up.

4.8 If we cease to act for you, you agree to meet all reasonable costs of Prydis providing information to your new advisers even where we are required by law to provide information to a successor firm. If an invoice is unpaid by the due date we reserve the right to keep (by way of a lien) any of your papers or documents, which are in our possession, until payment is made.

4.9 Our fees and charges are reviewed annually. The current charges will be communicated to you in each engagement letter and any changes that apply to you will be notified to you in writing no less than 30 days before they take effect.

5 Investment Services

5.1 Prydis Accounts are not authorised by the Financial Conduct Authority to conduct investment business, however, are included on the register of Exempt Professional Firms maintained by the Financial Conduct Authority so that they can carry out certain, limited services where these are complementary to, or arise out of, the professional services we provide. In particular and with your agreement, we may refer you to Prydis Wealth Limited who are authorised and regulated by the Financial Conduct Authority if you require regulated financial advice.

5.2 Prydis Wealth Limited will be remunerated and will act under a separate engagement for any services they perform for you. No fees or commissions will be paid to Prydis Accounts Limited for any work conducted by Prydis Wealth Limited.

5.3 This part of the service, including arrangements for complaints or redress if something goes wrong, is licenced by the ICAEW. This is limited solely to the referral, as Prydis Wealth Limited will take responsibility for services and financial advice they provide to you under a separate engagement.

6 Client monies

6.1 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 each firm's funds.

6.2 The client bank account will be operated, and all funds dealt with, in accordance with the Clients' Money Regulations of the Institute of Chartered Accountants in England and Wales.

6.3 Interest is calculated on cleared funds. 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 HSBC for small deposits subject to the minimum period of notice for withdrawals. Subject to any tax legislation, interest will be paid gross.

6.4 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.

6.5 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 regulations laid down by the Institute of Chartered Accountants in England and Wales. We will not do this unless we have been unable to contact you for at least 5 years and we have taken reasonable steps to trace you and return the monies.

6.6 We shall not be liable in any way for losses, including bank deposits, incurred as a result of a failure of the bank or banking systems.

7. Exclusions and limitations of liability

7.1 Unless specifically agreed in each engagement letter or subsequently agreed between us in writing, we are not responsible for reminding you of key dates or other time sensitive actions.

7.2 We are not liable in any way for failure or delay in completing the services we provide to you if this is due to causes beyond our reasonable control.

7.3 We will not be liable for damage arising in any way from fraudulent or negligent acts or omissions, misrepresentations, or defaults on your part, or on the part of any Third Party.

7.4 Where the services involve us dealing with Third Parties for whom we are not acting, we have no liability to the Third Party.

7.5 We accept no liability or responsibility for the acts or omissions of any experts or consultants on your behalf.

7.6 Our liability to you for a breach of your instructions shall be limited and the amount of such limitation shall be notified in each engagement letter. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities.

7.7 Where other advisers or Third Parties are involved, the extent to which any loss or damage will be recoverable by you from us, will in addition, and without prejudice to clause 6.5, be limited to in proportion to our contribution to the overall fault for such loss or damage, or as agreed in advanced with those other parties. Further, if our ability to claim a contribution from a Third Party is prejudiced by any limitation of liability agreed by you with that third party, we will not be liable to you for any amount that we have been able to recover from that third party but for that limitation of liability.

7.8 In the course of our work we may uncover irregularities or matters which we are required to report under

statutory or regulatory obligations. We will not be liable for damage incurred by you in respect of liabilities or penalties which we uncover or which arise as a result of any such report.

7.9 All correspondence and other communication sent to you in the performance of our services shall for all purposes be assumed to have been sent on behalf of Prydis. You agree that any liability arising out of or related to these Terms or otherwise arising out of, or related to, the services provided by Prydis to you shall be the liability of Prydis and not of a Director or employee of Prydis. You also agree that you will not bring any claim arising out of this retainer against any individual Director or employee of Prydis.

7.10 The above limitations do not seek to limit and/or exclude our liability for death or personal injury due to our negligence, liability for negligence in respect of a contentious business agreement, liability for our fraud or reckless disregard of professional obligations and/or any other liability of ours which it is not permitted to limit and/or exclude as a matter of applicable law.

8 Use of our name in statements or documents issued by you

8.1 You are not permitted to use our name in any statement or document that you may issue except with our prior written permission. The only exception to this restriction would be statements or documents required by law to be made public.

9 Draft/interim work or oral advice

9.1 In the course of 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. If requested, we will provide written confirmation of oral statements.

10 Conflicts of Interest

10.1 We provide a range of services for a large number of clients and may provide services to companies, individuals and organisations which you might regard as giving rise to a conflict of interest. Whilst we may take steps to identify and manage such situations we cannot be certain that we will identify all of those that exist or may develop. You must notify us of any conflicts of which you are, or become, aware. Where such conflicts are identified and we believe that your interests can be properly safeguarded, we will agree with you the arrangements that we will put in place to preserve confidentiality and to ensure that our advice and opinions are wholly objective.

10.2 We will not be prevented or restricted by virtue of our relationship with you from providing services to other clients.

10.3 If a conflict of interest arises, we will take such steps as are necessary to deal with the conflict and will be guided by any rules and regulations of the relevant professional bodies and regulators.

11 Electronic Communication

- 11.1 Unless you ask us otherwise, we may correspond by means of email or other electronic media.
- 11.2 Internet communications are capable of data corruption and therefore we do not accept any responsibility for changes made to such communications after their despatch. It may be inappropriate to rely on advice contained in an e-mail without obtaining written confirmation of it. We do not accept responsibility for any errors or problems that may arise through the use of internet communication and you accept all risks connected with sending commercially sensitive information relating to your business. 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.
- 11.3 In order to protect your personal information, we may send certain information to you by encrypted email, or via third party services, which may require you to log in to a separate portal. It is your responsibility to ensure that any login credentials are kept secret. We will never ask you for your password or other login credentials. Prydis do not accept any liability for unauthorised third party access to your personal information howsoever caused.
- 11.4 It is the responsibility of the recipient to carry out a virus check on any attachments received.

12 General Data Protection Regulations (GDPR)

- 12.1 To enable us to perform 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. We confirm when processing data on your behalf that we will comply with the relevant provisions of the GDPR as applicable in the Data Protection Act 2018.
- 12.2 The lawful basis on which we intend to rely for the delivery of Services to you is the performance of our contract with you. We also have legal obligations to process certain information, for example for the prevention of money laundering activities. In some circumstances we may communicate with you, where we believe this is in your legitimate interests.
- 12.3 You can view our current Privacy Notice detailing how we handle your personal information at <https://prydis.com/privacy-policy>.
- 12.4 You have not engaged a Prydis company until you enter into an engagement with that company however in order for us to provide a holistic view of your

circumstances, it may be necessary to pass your details to other companies within the Prydis group of companies and we will discuss this with you, except where you have already engaged separately with another company in the Prydis Group. For the avoidance of doubt, this includes, but is not limited to Prydis Consulting Limited, Prydis Legal Limited, Prydis North Limited, Limited, Prydis Support Limited, Prydis Trustees Limited and Prydis Wealth Limited. The exception to this is Prydis Support Limited who provide support services to the Prydis Group including, but not limited to administration, compliance oversight and monitoring and invoicing. You consent to information being passed to Prydis Support Limited for these purposes.

- 12.5 Where applicable, all reasonable attempts will be made to ensure that only the data necessary to carry out the services required will be passed to other companies within the Prydis Group and data passed between companies will not be excessive for these requirements. If you do not consent to such data being passed between companies within the Prydis Group, you must let us know in writing.
- 12.6 The information you provide is subject to the Data Protection Act 2018 (the "Act"). You consent to us (or any company associated with us including any organisation with whom we contract specific investment services) processing, both manually and by electronic means, your personal data for the purposes of providing advice, administration and management. "Processing" includes obtaining, recording or holding information or data, transferring it to other companies associated with us, product providers, professional bodies and regulators or any other statutory, or governmental body for legitimate purposes including, where relevant, to solicitors and/or other debt collection agencies for debt collection purposes and carrying out operations on the information or data.
- 12.7 We may ask for your consent to market certain services, which we believe are in your legitimate interests, or in which we think you may be interested. You can withdraw such consent at any point and details of how to do so are contained in our Privacy Notice (<https://prydis.com/privacy-policy>).
- 12.8 Only in circumstances where it is appropriate for the purposes of our engagement with you, we will ask your consent to hold special categories of personal data, which may be of a sensitive nature. This includes (but is not limited to) information as to your physical or mental health or condition; race; ethnic origin; the committing or alleged committing of any offence by you; any proceedings for an offence committed or alleged to have been committed by you, including the outcome or sentence in such proceedings; your political opinions, religious or similar beliefs, sexual life; or your

membership of a Trade Union.

You can withdraw such consent at any point and details of how to do so are contained in our Privacy Notice (<https://prydis.com/privacy-policy>).

12.9 If at any time you wish us (or any company associated with us) to cease processing your personal data or special category personal data, or contacting you for marketing purposes, please contact The Data Protection Officer on (01392) 432431 or in writing at Senate Court, Southernhay Gardens, Exeter EX1 1NT. You should be aware that we may be required to retain certain information about you in order to fulfil our regulatory and legal obligations and to respond to any future questions you may have, or to respond to future complaints.

You may be assured that we (and any company associated with us) will treat all personal data and special category personal data as confidential and will not process it other than for lawful purposes. Steps will be taken to ensure that the information is accurate, kept up to date and not kept for longer than is necessary. Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data. Subject to certain exceptions, you are entitled to have access to your personal and special category personal data held by us.

13 Confidentiality

13.1 We confirm that where you give us confidential information, we will keep it confidential, except as required by law or as provided for in regulatory, ethical or other professional statements.

13.2 You agree that the information provided in each engagement letter is to be treated as confidential and (subject to clause 12.4 and 13.3) must not be disclosed to any third party without consent.

13.3 You may disclose the information provided in each engagement letter to your other professional advisors involved in the work or where you are required to do so by law.

13.4 To the extent that the Freedom of Information Act 2000 ("FOIA") applies to you, you accept that each engagement letter and in particular our fee and any proposed fee structure are to be treated as confidential and commercially sensitive. You will whenever reasonably possible consult with us in respect of any proposed disclosure pursuant to FOIA.

13.5 As part of our commitment to providing a quality service, external firms or organisations may conduct audit or quality checks on us and you agree to them having access to your confidential information for these purposes. These external firms or organisations are required to maintain confidentiality in relation to your files as part of our contract with them.

14 Information from Outside the Engagement

14.1 We shall not be deemed to have knowledge of information from previous or concurrent engagements for the purposes of the provision of services to you.

14.2 Where more than one company within the Prydis Group is providing services to you, we will make efforts to ensure the flow of information between the Prydis companies involved, as permitted in Section 12. We cannot guarantee, and you should not rely upon, all facts disclosed to Prydis being passed to other companies within the Prydis Group. If you intend us to use any information already made available to another company within Prydis as part of another engagement, you should inform us of this in writing and provide such information to all parties concerned.

15 Third Parties

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. We will accept no responsibility to Third Parties for any aspect of our professional services or work that is made available to them.

16 Anti-Money Laundering provisions

16.1 We are required by the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2017 to:

- Maintain identification procedures for clients and beneficial owners of clients;
- Maintain records of identification evidence and the work undertaken for the client; and
- Report in accordance with the relevant legislation and regulations.

16.2 The law requires us to get satisfactory evidence of the identity of our clients and sometimes people related to them. This is because the nature of our business, dealing with money and property on behalf of clients can be used by criminals wanting to launder money.

16.3 You **MUST NOT** send us any funds until the identification procedures set out above have been carried out. We will not forward any money to Third Parties until our verification requirements have been met. We take no responsibility for any delay where money laundering verification is outstanding and any money may be returned to you.

- 16.4 To comply with the law, we need to get evidence of your identity as soon as possible. This may be necessary even though we have acted for you before, or even if you are known personally to us. Our usual practice is to carry out on-line identity searches and you consent to us doing this. In performing these checks personal information provided by you may be disclosed to a registered Credit Reference Agency which may keep a record of that information. You can rest assured that this is done only to confirm your identity, that a credit check is not performed and that your credit rating will be unaffected. We reserve the right to charge an administration fee for this. Details of such charge will be set out in each engagement letter, if applicable. If we are unable to obtain a result by this means, we may need to revert to you for certified copies of standard identification documents (unless you have already provided these) such as your passport, plus one or more documents to establish your address, such as recent utility bills, council tax statements, or bank statements. Please do not send us original documents by post.
- 16.5 We have a duty under the Proceeds of Crime Act 2002 to report to the National Crime Agency (NCA) if we know, or have reasonable cause to suspect, that another person is involved in money laundering. Failure on our part to make a report where we have knowledge or reasonable grounds for suspicion would constitute a criminal offence.
- 16.6 The offence of money laundering is defined by section 340(11) of the Proceeds of Crime Act and includes concealing, converting, using or possessing the benefits of any activity that constitutes a criminal offence in the UK. It also includes involvement in any arrangement that facilitates the acquisition, retention, use or control of such a benefit.
- This definition is very wide and would include such crimes as, but not limited to:
- deliberate tax evasion;
 - deliberate failure to inform the tax authorities of known underpayments or excessive repayments;
 - fraudulent claiming of benefits or grants; or
 - obtaining a contract through bribery.
- 16.7 We are obliged by law to report any instances of money laundering to the NCA without your knowledge or consent. If we make a disclosure in relation to the work we are doing for you, we may not be able to tell you that a disclosure has been made. We may have to stop providing services to you for a period of time and may not be able to tell you why. In those circumstances, we will not be able to accept responsibility for any resulting loss or inconvenience.
- 16.8 At any point before or during the provision of services to you, we may ask you to tell us the source of any funds you will be using. We have obligations under the Criminal Finances Act 2017 to prevent tax evasion. This may require us to ask you to account for any sources of income. We are required to report to HMRC where we have knowledge or suspicion of tax evasion and this may be done without your knowledge or consent. Failure on our part to make a report where we have knowledge or reasonable grounds for suspicion would constitute a criminal offence.
- 16.9 Where we are to pay money out to you, we will normally do so by cheque in your favour, or by bank transfer into an account in your name. If you want us to pay surplus money out into the name of someone other than yourself, please tell us as early as possible, including the reason. You should note that we reserve the right to refuse to make such payments to third parties.
- 16.10 We will not be liable for loss, damage or delay arising out of our compliance with any statutory or regulatory requirements.
- 17. Equality and Diversity**
- 17.1 Prydis is committed to promoting equality and diversity in all of its dealings with clients, Third Parties and employees. Please contact us if you would like a copy of our equality and diversity policy.
- 18. Complaints, queries or concerns**
- 18.1 Our aim is to offer all clients an efficient and effective service at all times. We hope that you will be pleased with the work we do for you. However, should there be any aspect of our service with which you are unhappy, please raise your concerns with the Client Account Manager responsible for the work, or a Director of Prydis. Details of the staff concerned are contained within our engagement letter. You should do this at your earliest opportunity, otherwise we may be unable to deal with your complaint as Statutory Limitations may apply.
- 18.2 We take all complaints about the services we provide seriously and will deal with them in accordance with the guidelines laid down by the respective Professional bodies and regulators. If you remain dissatisfied there may be a right of referral as explained in sections 18.3 below.
- 18.3 Gary Randall is the Principal responsible for investigating your complaint. If we do not answer your complaint to your satisfaction, you may take up the matter with ICAEW. We will notify you how you may do so, but in the first instance, you should report any concerns to us to allow us the opportunity to respond and, where applicable, remediate you.
- 18.4 Prydis Accounts Limited is only able to consider complaints related to our specific engagement with

you. We cannot consider any concerns you may have with services provided by other companies within the Prydis Group. You should refer to the separate engagement with that company and the accompanying Terms of Business for details on how they will handle your complaint, as the method of dealing with your complaint, your referral rights and any professional indemnity policy will vary from company to company.

- 18.5 As part of our ongoing commitment to providing a quality service, our files are periodically subject to an independent regulatory or quality review by a Third Party. The reviewers are highly experienced and professional personnel and are contractually bound by the same requirements of confidentiality as our principals and staff.

19. Professional Indemnity Insurance

- 19.1 Companies in the Prydis Group hold relevant professional indemnity insurance. If circumstances arise that may result in a claim to our professional indemnity insurers, you give us your permission to notify them. In accordance with the disclosure requirements of the Provision of Services Regulations 2009, the details of our policy is as follows:

- 19.2 Our professional indemnity insurer is

Acapella 2014 Syndicate
Level 3
8 Fenchurch Place
London, EC3M 4AJ

The territorial coverage is worldwide excluding the United States of America and Canada. The policy is compliant with the requirements of the Institute of Chartered Accountants in England and Wales.

20. Termination

- 20.1 You may end your instructions to us in writing at any time without penalty, but we can keep all your papers and documents while there is still money owed to us for fees and expenses.
- 20.2 Termination will take effect from the date of receipt of our receipt of your written instruction.
- 20.3 We may decide to stop acting for you only with good reason, for example, if You do not pay an invoice, comply with our request for a payment on account or provide instructions, if there has been a breakdown of trust and confidence or if there is a conflict of interest. We will always give you reasonable notice that we intend to stop acting for you
- 20.4 We may also stop acting for you if you fail to comply with the provisions of clause 15 above.
- 20.5 You may also have rights to terminate in accordance

with the Consumer Protection (Distance Selling) Regulations 2000. This may apply if your instructions have not been given in a face-to-face meeting and you cancel those instructions in writing (by posting or delivering a letter, fax or email) within seven working days.

- 20.6 Under the Cancellation of Contracts made in a Consumer's Home or Place of work etc. Regulations 2008, where we visit your home, your place of work or the home of another individual for the purpose of signing a retainer with us, we may be obliged to give you a written notice of your right to cancel your contract with us. If so, you will be entitled to cancel the contract within 7 days of receiving our notice, by serving upon us a cancellation notice.

21. Future Instructions

- 21.1 Unless otherwise specified by us, our current Terms of Business, which may vary from time to time, will be published on our website at <https://prydis.com/terms-and-conditions/>

