

PROFESSIONAL OBLIGATIONS

We will observe the byelaws, regulations and ethical guidelines of the Institute of Chartered Accountants in England and Wales and accept instructions to act for you on the basis that we will act in accordance with those guidelines. Copies of these requirements are available for inspection in our offices.

As a member firm of the Institute of Chartered Accountants in England and Wales ("ICAEW"), Dunkley's is subject to the [ICAEW's Code of Ethics](#).

AUDIT

Dunkley's 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 TN00000268 and [here](#) for Ireland under reference number TN00000268.

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.

The person Dunkley's has assigned as your Senior Statutory Auditor is detailed in our Letter of Engagement.

Where you give us confidential information we shall at all times keep it confidential, except as required by law or provided for in regulatory, ethical or other professional pronouncements applicable to this engagement.

We reserve the right to act during this engagement for other clients whose interests may be adverse to yours. We will notify you immediately should we become aware of any conflict of interest to which we are subject in relation to you.

In accordance with the disclosure requirements of the Provision of Services Regulations 2009, our professional indemnity insurer is Anglo Pacific Consultants (London) Ltd, 80 Leadenhall Street, London, EC3A 3DH. 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.

PROBATE

Licensed by the Institute of Chartered Accountants in England and Wales to carry out the reserved legal activity of non-contentious probate in England and Wales. Details of our probate accreditation can be viewed at icaew.com/probate under reference number Coo1254297.

RETENTION OF AND ACCESS TO RECORDS

During the course of our work we will collect information from you and others acting on your behalf and will return any original documents to you following the preparation of your financial statements and/or returns. However, please note that we have a 'particular lien' over documents belonging to you in respect of which we have performed work for which we have not been paid our fees. You should retain these records

for at least seven years from the end of the accounting year to which they relate.

Whilst certain documents may legally belong to you, we intend to destroy correspondence and other papers that we store which are more than seven years old, other than documents which we consider to be of continuing significance. If you require retention of any document, you must notify us of that fact in writing.

QUALITY CONTROL

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

INTERNET COMMUNICATION

Internet communications are capable of data corruption and therefore we do not accept any responsibility for changes made to such communications after their dispatch. It may therefore be inappropriate to rely on advice contained in an email without obtaining written confirmation of it. We do not accept responsibility for any errors or problems that may arise through the use of internet communication and all risks connected with sending commercially sensitive information relating to your business is borne by you. If you do not agree to accept this risk, you should notify us in writing that email is not an acceptable means of communication.

It is the responsibility of the recipient to carry out a virus check on any attachments received.

ELECTRONIC FILING

Wherever possible, we will seek to file returns and other documents with relevant authorities online. You are deemed to have given permission for us to do so, unless specifically requested otherwise.

GENERAL DATA PROTECTION REGULATIONS (GDPR) 2018

Under GDPR legislation, we may obtain, use, process and disclose personal data for the primary use as stated in your engagement letter and related purposes including marketing communications, updating and enhancing client records, analysis for management purposes and statutory returns, crime prevention and legal and regulatory compliance. You have a right to access, rectify, erase, restrict and object your information under GDPR legislation. Dunkley's confirm that when processing data on your behalf we will comply with the provisions of the General Data Protection Regulations legislation of 2018. For the purposes of the General Data Protection Regulations 2018, the Data Protection Officer (DPO) is Mr. M Dunkley.

PHOTOGRAPHY POLICY

Dunkley's Chartered Accountants may use images / videos resulting from the photography/video filming of hosted or attended corporate, training or fundraising events. Any reproductions or adaptations of these may be used for publicity or other purposes to help achieve

The company's aims. This might include (but is not limited to), the right to use them in their printed and online publicity, social media, press releases and newsletters. You have a right to access, rectify, erase, restrict and object to this policy under GDPR legislation. If you have any queries regarding the above, please email advice@dunkleys.accountants

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

COMMISSIONS OR OTHER BENEFITS

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

CLIENT MONIES

We may, from time to time, hold money on your behalf. Such money will be held in trust in a client bank account, which is segregated from the firm's funds. The account will be operated, and all funds dealt with, in accordance with the Clients' Money Regulations of the Institute of Chartered Accountants in England and Wales.

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 TSB plc. for small deposits subject to the minimum period of notice for withdrawals. Subject to any tax legislation, interest will be paid gross.

If the total sum of money held on your behalf exceeds £10,000 for a period of more than 30 days, or such sum is likely to be held for more than 30 days, 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.

FEES

Our fees are computed on the basis of time spent on your affairs by the principals and our staff and on the levels of skill and responsibility involved.

If it is necessary to carry out work outside the responsibilities outlined in this letter it 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.

It is our normal practice to request that clients make arrangements to pay a proportion of their fee on a monthly standing order. These standing orders will be applied to fees arising from the 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.

Our terms relating to payment of amounts invoiced and not covered by standing orders are strictly, where appropriate 14 days net. Should there be a dispute regarding our fees, this must be brought to our attention within 21 days of the date of the invoice.

We reserve the right to charge interest on any overdue amount not disputed within this timescale. We understand and will exercise our statutory right to interest and compensation for debt recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998 if we are not paid according to agreed credit terms.

INVESTMENT SERVICES (Licensed)

Although we are not authorised by the Financial Conduct Authority to administer investment business, we are licensed by the Institute of Chartered Accountants in England and Wales to provide certain limited investment services where these are complementary to, or arise out of, the professional services we are providing to you.

In particular, we may:

- advise you on investments generally, but not recommend a investment or type of investment;
- refer you to a Permitted Third Party (PTP) (an independent firm authorised by the FCA), assist you and the PTP during any advice given by that party and comment on, or explain, the advice received (but not make alternative recommendations). The PTP will issue you with his own terms and conditions letter, will be remunerated separately for his services and will take full responsibility for compliance with the requirements of the Financial Services and Markets Act 2000;
- advise you in connection with the disposal of an investment, other than your rights in a pension policy or scheme;
- advise and assist you in transactions concerning shares or other securities not quoted on a recognised exchange;
- assist you in making arrangements for transactions in investments in certain circumstances; and
- manage investments or act as trustee (or done of a power of attorney) where decisions to invest are taken on the advice of an authorised person.

We may also, on the understanding that the shares or other securities of the company are not publicly traded:

- advise the company, existing or prospective shareholders in relation to exercising rights, taking benefits or share options, valuations and methods of such valuations;
- arrange any agreements in connection with the issue, sale or transfer of the company's shares or other securities;
- arrange for the issue of new shares; and
- act as the addressee to receive confirmation of acceptance of offer documents etc.

The firm may receive commission from any introduction to a PTP in connection with the above, in which case you will be fully informed of the expected size and nature of such

commission at the time of the introduction. Such commission will be held in our clients' account until we receive instructions from you to as to how it should be treated. In the event of no such instructions being received, we may use such monies against any fees that have been outstanding for 30 days or more and concerning which you are not in dispute with us.

We may also request that you allow us to retain such commission to cover our costs in connection with the above, but permission will be sought separately from you in these circumstances.

If you are dissatisfied in any way about our services described in this section, you should follow the procedures set out in the 'Help us to give you the right service' section of this document and, in the unlikely event that we cannot meet our liabilities to you, you may be able to claim compensation under the Chartered Accountants Compensation Scheme.

FINANCIAL PROMOTION

To enable us to provide you with a proper service, there may be occasions when we will need to contact you without your express permission concerning investment business matters. For example, it may be in your interests to sell a investment and we would wish to inform you of this. We may therefore contact you in such circumstances but would only do so in our normal office hours of 08.25 to 16.55. We shall of course comply with any restrictions you may wish to impose which you notify to us in writing.

MONEY LAUNDERING

In common with all accountancy practices the firm is required by the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007 to:

- maintain identification procedures for all new clients;
- maintain records of identification evidence obtained;
- report, in accordance with the relevant legislation and regulations.

We have a duty under section 330 of the Proceeds of Crime Act 2002 to report to the National Crime Agency (NCA) if we know, or have reasonable cause to suspect, that you, or anyone connected with your business, are or have been involved in money laundering.

Failure on our part to make a report where we have knowledge or reasonable grounds for suspicion would constitute a criminal offence.

The offence of money laundering is defined by section 340(11) of the Proceeds of Crime Act 2002 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:

- 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.

Clearly, this list is by no means exhaustive.

We are obliged by law to report any instances of money laundering to NCA without your knowledge or consent. In consequence, neither the firm's principal nor staff may enter any correspondence or discussions with you regarding such matters.

We are not required to undertake work for the sole purpose of identifying suspicions of money laundering. We shall fulfil our obligations under the Proceeds of Crime Act 2002 in accordance with the guidance published by the Consultative Committee of Accountancy Bodies.

LIMITATION OF LIABILITY

Our aggregate liability to you or any other party, of whatever nature, whether in contract, tort or otherwise for any losses whatsoever and howsoever caused arising from or in any way connected with the services described within this engagement letter excluding audit shall not exceed 20 times the relevant fee charged (including interest).

We will provide our professional services with reasonable care and skill. However, we will not be held responsible for any losses arising from the supply by you or others of incorrect or incomplete information, or yours or other's failure to supply any appropriate information or your failure to act on our advice or respond promptly to communications from us or other relevant authorities.

You agree to hold harmless and indemnify us against any representation, whether intentional or unintentional, supplied to us orally or in writing in connection with this agreement. You have agreed that you will not bring any claim in connection with services provided to you by the firm against any of our employees on a personal basis.

We acknowledge that the limit in respect of our total liability will not apply to any acts, omissions or representations that are in any way criminal, dishonest or fraudulent on the part of the firm, its directors or employees.

HELP US TO GIVE YOU THE RIGHT SERVICE

If, at any time, you would like to discuss with us how our service to you could be improved, or if you are dissatisfied with the service you are receiving, please let us know by telephoning Mr. M Dunkley (Managing Director) at our office (01454 619900).

We undertake to look into any complaint carefully and promptly and to do all we can to explain the position to you. If you feel that we have given you a less than satisfactory service, we undertake to do everything reasonable to address your concerns. If you are still not satisfied, you may of course take up matters with the Institute of Chartered Accountants in England and Wales.

APPLICABLE LAW

This engagement letter shall be governed by and construed in accordance with English law. The Courts of England will have exclusive jurisdiction in relation to any claim, dispute or difference concerning 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.

