

## EU SERVICES DIRECTIVE

### Regulatory Requirement:

### RESPONSES

1.	<b>Name of firm</b>	Rothmans Audit LLP
2.	<b>Legal form</b>	Limited Liability Partnership
	<b>Winchester Office</b>	
3.	<b>Postal address</b>	Avebury House, St Peter Street, Winchester, Hants SO23 8BN
4.	<b>Email address</b>	winchester@rothmansllp.com
5.	<b>Telephone number</b>	+44 (0) 1962 842 345
	<b>Chandlers Ford Office</b>	
3.	<b>Postal address</b>	Fryern House, 125 Winchester Road, Chandlers Ford, Hants SO53 2DR
4.	<b>Email address</b>	chandlers-ford@rothmansllp.com
5.	<b>Telephone number</b>	+44 (0) 23 8026 5550
	<b>Southampton Office</b>	
3.	<b>Postal address</b>	Chilworth Point, 1 Chilworth Road, Southampton Hants S016 7JQ
4.	<b>Email address</b>	southampton@rothmansllp.com
5.	<b>Telephone number</b>	+44 (0) 23 8021 1088
6.	<b>Registered Office</b>	Avebury House, St Peter Street, Winchester, Hants SO23 8BN
7.	If the provider is carrying on a regulated profession, any professional body with which the provider is registered, the professional title and the member state in which that title has been granted.	Registered to carry on audit work in the UK and Ireland by the Institute of Chartered Accountants in England and Wales.

8.	If the firm is registered in a public register, the name of the register and the provider's registration number or equivalent means of identification in that register.	Details about our audit registration can be viewed at <a href="http://www.auditregister.org.uk">www.auditregister.org.uk</a> , under reference number C006656390
9.	If the activity is subject to an authorisation scheme, the particulars of the relevant competent authority.	See item 19 below.
10.	VAT number	326 3135 27
11.	The general terms and conditions, if any, used by the provider.	See Standard Terms and Conditions of Business in Appendix 'A'
12.	The existence of contractual terms, if any, used by the provider concerning the law applicable to the contract or to the competent courts.	
13.	The existence of any after-sales guarantee, but only if this is not imposed by law.	None
14.	The price of the service, where a price is pre-determined by the provider for a given type of service.	Not applicable
15.	The main features of the service, if not already apparent from the context.	Chartered Accountants
16.	If the firm is subject to a requirement to hold any professional liability insurance:  (i) the contact details of the insurer, and (ii) the territorial coverage of the insurance.	In accordance with the disclosure requirements of the Provision of Services Regulations 2009, our professional indemnity insurance is provided by a number of insurers. The lead underwriter is: Chubb European Group Ltd, 100 Leadenhall Street, London EC3A 3BP.  Any notice to Chubb European Group Ltd to be made via: Lockton Companies LLP, The St Botolph Building, 138 Houndsditch, London EC3A 7AG.  The territorial coverage is worldwide.

17.	<p>If the firm has a dispute resolution procedure, the client must be informed of this by mentioning it in any information document in which the firm gives a detailed description of the service, with information about how the procedure operates.</p> <p>It is a requirement of Regulation 12 that a firm must respond to complaints as quickly as possible and make their best efforts to find a satisfactory solution.</p>	<p>See the *Standard Terms and Conditions of Business included with all Letters of Engagement sent to clients.</p>
18.	<p>Information on other activities undertaken by the firm that are directly linked to the service in question and on the measures taken to avoid conflicts of interest. This information must also be included in any information document in which the firm gives a detailed description of the service.</p>	<p>If a conflict of interest should arise, either between two or more of our clients, or in the provision of multiple services to a single client, we will take such steps as are necessary to deal with the conflict. In resolving the conflict, we would be guided by the Code of Ethics of The Institute of Chartered Accountants in England and Wales which can be viewed at <a href="http://www.icaew.com/en/members/regulations-standards-and-guidance/ethics/code-of-ethics-b/part-b-200-230#conflicts">http://www.icaew.com/en/members/regulations-standards-and-guidance/ethics/code-of-ethics-b/part-b-200-230#conflicts</a>.</p>
19.	<p>If the firm is carrying on a regulated profession, a reference to the professional rules applicable and how to access them.</p>	<p>Audit Regulations and Guidance, which can be found at <a href="http://www.icaew.com/en/technical/audit-and-assurance/working-in-the-regulated-area-of-audit">http://www.icaew.com/en/technical/audit-and-assurance/working-in-the-regulated-area-of-audit</a>. Also, International Standards on Auditing (UK and Ireland) at : <a href="http://www.frc.org.uk/auditors/audit-assurance/standards-and-guidance/2016-auditing-standards">http://www.frc.org.uk/auditors/audit-assurance/standards-and-guidance/2016-auditing-standards</a></p>
20.	<p>Any codes of conduct to which the firm is subject and the address at which these codes may be consulted by electronic means, specifying the language available.</p>	<p>The Institute's Code of Ethics which can be found at <a href="http://www.icaew.com/en/members/regulations-standards-and-guidance/ethics">http://www.icaew.com/en/members/regulations-standards-and-guidance/ethics</a>.</p> <p>Also, APB Ethical Standards at <a href="http://www.frc.org.uk/Our-Work/Codes-Standards/Audit-and-assurance/Standards-and-guidance/Standards-and-guidance-for-auditors/Ethical-standards-for-auditors.aspx">http://www.frc.org.uk/Our-Work/Codes-Standards/Audit-and-assurance/Standards-and-guidance/Standards-and-guidance-for-auditors/Ethical-standards-for-auditors.aspx</a>.</p>
21.	<p>If the prices of services are not predetermined then, for a particular service or, if an exact price cannot be given, the method for calculating the price so that it can be checked by the recipient; or provide a sufficiently detailed estimate.</p>	<p>We comply with the requirement in paragraph 240.2B of the Code of Ethics to confirm fee arrangements in writing.</p> <p>In most cases fees are calculated based on the level of the work undertaken and the chargeable rate per hour of the person or persons undertaking that work.</p>

## **STANDARD TERMS AND CONDITIONS OF BUSINESS**

### **General**

These Standard Terms and Conditions of Business ('Terms') apply to the services which Rothmans Audit LLP supplies to its clients. In these Terms, references to 'Rothmans', 'we', 'us' or 'our' are references to Rothmans Audit LLP and any successor or assignee. Rothmans Audit LLP is a limited liability partnership incorporated in England and Wales with registered number OC426200 and registered office at Avebury House, St Peter Street, Winchester, Hampshire SO23 8BN.

When you instruct us in relation to a new matter or case, we will normally send you a letter confirming your instructions (an "**engagement letter**"). The terms of an engagement letter (if any) and these Terms will together form the contract between us in relation to that matter or case. If you are arranging for any other person to pay our fees and expenses on a matter you must ensure that they are aware of the Terms and the arrangements agreed in your engagement letter.

These Terms supersede any earlier terms of business we may have provided to you.

Your contract is a contract with Rothmans Audit LLP. A limited liability partnership is a body corporate which has 'members'. However, it is more usual for senior professionals to be referred to as 'Partners'. We have decided to retain the traditional title of 'Partner' to describe members of the LLP. There is, however, no partnership between the members or employees or between the members or the employees and the LLP. A reference in these Terms or otherwise in the course of your dealings with us, to a person being a 'Partner', is a reference to that person in his capacity as a member or employee of the LLP. We also use the descriptions 'Director' and 'Manager' to refer to senior employees of the LLP. Such references are not intended to refer to or infer the existence of any business or company other than Rothmans Audit LLP.

There is no contract between you and any member, employee or consultant of the LLP. Any advice given to (or other work done for) you by a

member, employee or consultant of the LLP is given (or done) by that person on behalf of the LLP and not in his or her individual capacity and no such person assumes any personal responsibility to you for the advice or other work.

You agree that, to the extent permitted under any applicable law, if, as a matter of law, a duty of care, or any other duty, liability or obligation would otherwise be owed to you by any member, employee or consultant of the LLP, such duty is hereby excluded and you agree that you will not bring any claim – whether on the basis of breach of contract, tort (including, without limitation, negligence), breach of statutory duty or otherwise howsoever (including for contribution or indemnity) – against any member, employee or consultant of the LLP in respect of any loss or damage that you or any person or company associated with you suffer or incur, directly or indirectly, in connection in any way with any advice given to or other work done for you. Accordingly, any claim that you wish to make can only be made against the LLP and not against a member, employee or consultant of the LLP.

Each member, employee and consultant of the LLP shall be entitled to the benefit of these provisions under the Contracts (Rights of Third Parties) Act 1999, but LLP's contract with you may be varied from time to time or terminated without the consent of any such person.

### **Professional Obligations**

As required by the Provision of Services Regulations 2009 (SI 2009/2999) details of the firm's professional registrations can be found at [www.rothmansllp.com](http://www.rothmansllp.com) in the EU Services Directory – Rothmans Audit LLP

We will observe and act in accordance with the bye-laws and regulations of the Institute of Chartered Accountants in England and Wales together with their code of ethics. We accept instructions to act for you on this basis. In particular you give us authority to correct errors made by HMRC where we become aware of them. We will not be liable for any loss, damage or cost arising from our compliance with statutory or regulatory obligations.

## Professional Indemnity Insurance

In accordance with the disclosure requirements of the Provision of Services Regulations 2009, our professional indemnity insurer can be found at [www.rothmansllp.com](http://www.rothmansllp.com) in the EU Services Directory – Rothmans Audit LLP. The territorial coverage is worldwide however additional terms, conditions and exclusions will apply in respect of claims made or legal proceedings made in the United States of America and/or Canada.

## Data Protection

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

### Data Controller

We confirm that we are each considered an independent data controller in relation to personal data and that we will each comply with the relevant provisions of applicable data protection legislation.

You will also ensure that any disclosure of personal data to us complies with such legislation. If you supply us with any personal data or confidential information you shall ensure you have a lawful basis to pass it to us and will fully indemnify and hold us harmless if you do not have such a basis and that causes us loss. If you are supplying us with personal data on the basis of a power of attorney for anyone, you must produce to us an original or certified copy of the power of attorney on demand. You must ensure you have provided the necessary information to the relevant data subjects regarding its use. You may refer to our privacy notice at the web address <https://rothmansllp.com/privacy/>

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

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

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

We confirm we have adequate security measures in place to protect personal data provided to us, including administrative, physical and technical safeguards.

We will answer your reasonable enquiries to enable you to monitor compliance with this clause. If you need to contact us about any data protection issue, please contact [GDPR@Rothmansllp.com](mailto:GDPR@Rothmansllp.com)

### Data Processor

Applicable data protection legislation places express obligations on you as a data controller where we as a data processor undertake the processing of personal data on your behalf. An example would be where we operate a payroll service for you. We therefore confirm that we will at all times use our reasonable endeavours to comply with the requirements of applicable EU/EEA/UK data protection legislation when processing data on your behalf. In particular, we confirm that we will aim to comply with any obligations equivalent to those placed on you as a data controller. You will also comply with applicable data protection legislation, including but not restricted to, ensuring that you have all appropriate consents and notices or another lawful basis in place to enable the lawful transfer of personal data to us. You will fully indemnify

and hold us harmless if you do not have a lawful basis that causes us loss.

Our privacy policy sets out the subject matter and duration of the processing, the nature and purpose of the processing, the type of personal data and the categories of data subjects.

As the data processor we shall:

- process personal data only on written instruction from you;
- restrict data access to authorised personnel only, and who are bound by confidentiality;
- disclose the personal data to courts, government agencies and other third parties as and to the extent required by law;
- maintain a written record of all categories of personal data processing carried out on your behalf, including details of transfers of personal data outside of the EU/EEA/UK and a general description of the technical and organisational security measures in place in relation to personal data; and
- delete or return all personal data to you at the completion of our engagement requiring personal data processing, subject to legal requirements to retain data.

In the course of providing services to you and processing personal data, we may disclose personal data to other firms in our network, a regulatory body or a third party. We may use a sub-processor and/or export personal data you supply to us outside the EU/EEA/UK where necessary. We will obtain consent before engaging sub-processors. We will ensure all such data disclosure/export is compliant with relevant data protection legislation and will use our reasonable endeavours to ensure that any agreement entered into with sub-processors includes similar terms to those set out in this clause. Where cloud-based services are to be used you may be subject to our cloud services terms and conditions.

We confirm we have adequate security measures in place to protect personal data provided to us, including administrative, physical and technical safeguards.

We will notify you within 10 working days if an individual asks for copies of their personal data, makes a complaint about the processing of personal data or serves a notice from a relevant data protection authority where it relates to you.

You and we will consult and cooperate with each other when responding to any such request, complaint or notice. If an individual whose data you have supplied to us or which we are processing on your behalf asks us to remove or cease processing that data, we shall be entitled to do so where required by law.

We will answer your reasonable enquiries to enable you to monitor compliance with this clause. We will also allow for, and contribute to, audits or inspections conducted by the ICO or their auditor to demonstrate compliance with this clause.

### **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. You should retain these records for at least 6 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 6 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.

### **Fees**

Our fees are computed on the basis of time spent on your affairs by ourselves and on the level of skill and responsibility involved.

Disbursements represent travel, accommodation and other expenses incurred in dealing with your affairs.

If it is necessary to carry out additional work on your affairs outside the original scope, this work will involve additional fees. Accordingly, as we charge on a time cost basis, it is in your interests to ensure that your records are kept to a good standard and you provide information and explanations to us in a timely and efficient manner.

We reserve the right to terminate our engagement and cease acting if payment of any fees billed is unduly delayed.

Fee invoices will be rendered at appropriate intervals during the course of the year and will be

due on presentation. We reserve the right to charge interest on any balances not paid within 30 days. The rate of interest applicable will be that determined from time to time by the Late Payment of Commercial Debts (Interest) Act 1998. Any query in relation to a fee that has been rendered to you must be raised in writing within 21 days from the date shown thereon.

Certified copies of your accounts will be supplied to you and third parties upon settlement of all outstanding fees, including fees rendered to you with your draft accounts for approval.

We are committed to complete transparency with regard to our charging structure, time-costs and details of work undertaken.

A full listing of our hourly charge rates is available upon request but is subject to amendment from time to time in respect of market place adjustments or increasing staff seniority.

A great deal of care and attention is applied in compiling each and every fee account.

Any level of detail or analysis that will be helpful can be provided with each fee account issued.

However, retrospective analyses and queries on fee accounts is enormously time-consuming and unproductive and we therefore record that, by agreeing this engagement letter, you agree as follows:

- a) if you have any queries or would wish to have any clarification or further information with regard to any fee account issued, then you will notify us within 30 days of receipt;
- b) if no queries are notified within 30 days then the fee account shall be regarded by both parties as agreed and approved for payment; and
- c) if subsequently professional staff are required to spend time on dealing with queries, producing analysis or dealing with any other matters in relation to fee accounts where no query was notified within 30 days, then we shall be entitled to charge our normal hourly charge-rates in connection with this work.

If it becomes necessary for us to withdraw from the engagement, our fees for work performed up to that date will be payable by you irrespective of any agreement in place with regard to the settlement of any outstanding balances.

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

In the event that this firm ceases to act in relation to your company's affairs you agree to meet all reasonable costs of providing information to the company's new advisers. In particular, you agree to meet these costs where we are required by law to provide information to a successor firm.

In consideration of our providing a credit facility to you in respect of our fees the signatories of this document accept joint and several personal liability for any of our fees not settled within 60 days from the invoice date.

### **Client Identification**

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

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

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

If we are not able to obtain satisfactory evidence of your identity, and where applicable that of the beneficial owners, we will not be able to proceed with the engagement.

If you undertake business that requires you to be supervised by an appropriate supervisory authority to follow anti-money laundering regulations, including if you accept or make high value cash payments of €10,000 or more (or equivalent in any currency) in exchange for goods, you should inform us.

Any personal data received from you to comply with our obligations under the MLR 2017 will be processed only for the purposes of preventing money laundering or terrorist financing. No other use will be made of this personal data unless use of the data is permitted by or under enactment other than the MLR 2017, or we have obtained the consent of the data subject to the proposed use of the data.

### **Help us to give you the right service**

We are committed to providing you with a high-quality service that is both efficient and effective. If at any time you would like to discuss with us how our service to you could be improved, or if you are dissatisfied with the service you are receiving, please let us know, by contacting **xxxx** **xxxx**.

We undertake to look into any complaint carefully and promptly and do all we can to explain the position to you. If we do not answer your complaint to your satisfaction, you may of course take up the matter with the Institute of Chartered Accountants in England and Wales.

In order for us to provide you with a high-quality service on an ongoing basis it is essential that you provide us with relevant records and information when requested and reply to correspondence in a timely manner and otherwise follow the terms of the agreement between us set out in this Standard Terms and Conditions of Business and associated Engagement Letters.

We therefore reserve the right to cancel the engagement between us with immediate effect in the event of:

- your insolvency, bankruptcy or other arrangement being reached with creditors;
- failure to pay our fees by the due dates;
- either party being in breach of their obligations where this is not corrected within 30 days of being asked to do so.

### **Contact**

We may from time to time contact you regarding services that we feel could be of value to you.

### **Confidentiality**

We confirm that where you give us confidential information, we shall at all times keep it confidential, except that we may disclose such confidential information to those of our members, employees, partners, directors, managers, agents and subcontractors who need to know it for the performance of any contract we enter into with them or you, as required by law or as provided for in regulatory, ethical or other professional statements relevant to our engagement.

Where we disclose confidential information to those of our members, employees, partners, directors, managers, agents and subcontractors (for example tax or accounting professionals) we shall ensure that they comply with these confidentiality obligations as though they were a party to this Standard Terms and Conditions of Business and associated Engagement Letters.

You agree that, if we act for other clients who are or who become your competitors, to comply with our duty of confidentiality it will be sufficient for us to take such steps as we think appropriate to preserve the confidentiality of information given to us by you, both during and after this engagement. These may include taking the same or similar steps as we take in respect of the confidentiality of our own information.

In addition, if we act for other clients whose interests are or may be adverse to yours, we will manage the conflict by implementing additional safeguards to preserve confidentiality. Safeguards may include measures such as separate teams, physical separation of teams, and separate arrangements for storage of, and access to, information.

You agree that the effective implementation of such steps or safeguards as described above will provide adequate measures to avoid any real risk of confidentiality being impaired.

We may, on occasions, subcontract work on your affairs to other tax or accounting professionals. The subcontractors will be bound by our client confidentiality terms. You may additionally need to consider your data protection responsibilities.

We will inform you of the proposed use of a subcontractor before they commence work, except where your data will not be transferred out of our systems and the subcontractor is bound by the confidentiality terms equivalent to an employee.



If we use external or cloud-based systems, we will ensure confidentiality of your information is maintained.

We reserve the right, for the purpose of promotional activity, training or other business purposes, to mention that you are a client. As stated above, we will not disclose any confidential information.

### **Quality control**

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

### **Applicable law**

This engagement letter shall be governed by, and construed in accordance with, the law of England and Wales. The Courts of England and Wales 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.

If any provision in this Standard Terms and Conditions of Business or any associated Engagement Letter or Schedule of Services, or its application, is found to be invalid, illegal or otherwise unenforceable in any respect, the validity, legality or enforceability of any other provision shall not in any way be affected or impaired.

### **Changes in the Law, in practice or in public policy**

We will not accept responsibility if you act on advice previously given by us without first confirming with us that the advice is still valid in light of any change in the law, public policy or your circumstances.

We will accept no liability for losses arising from changes in the law or the interpretation thereof, practice, or public policy that are first published after the date on which the advice is given.

### **Internet communication**

Unless you instruct us otherwise we may, where appropriate, communicate with you and with third parties via email or by other electronic means. However, 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 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 are 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.

We will never change our bank details without confirming this to you by posted letter. Any emailed or telephoned communications appearing to be from us which are not confirmed by post are fake and we accept no liability for any loss caused to you through accepting such communications as genuine. Similarly, always give us by hand or by post (as well as by email) details of your bank account.

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

### **Limitation of third party rights**

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 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 including any group company to whom the engagement letter is not addressed, your spouse nor any family member of yours or your employer, for any aspect of our professional services or work that is made available to them.

### **General Limitation of liability**

We will provide services as outlined in this letter with reasonable care and skill. Our liability to you is limited to losses, damages, costs and expenses

caused by our negligence or wilful default. However, to the fullest extent permitted by law, we will not be responsible for any losses, penalties, surcharges, interest or additional tax liabilities where you or others supply incorrect or incomplete information, or fail to supply any appropriate information, or where you fail to act on our advice or respond promptly to communications from us or the tax authorities. Further, we will not be liable to you for any delay or failure to perform our obligations if the delay or failure is caused by circumstances outside our reasonable control.

You will not hold us, our Partners/Directors and Staff, responsible, to the fullest extent permitted by law, for any loss suffered by you arising from any misrepresentation, intentional or unintentional, supplied to us orally or in writing. This applies equally to fraudulent acts, misrepresentation or wilful default on the part of any party to the transaction and their directors, officers, employees, agents or advisers. However, this exclusion shall not apply where such misrepresentation, withholding or concealment is or should (in carrying out the procedures which we have agreed to perform with reasonable care and skill) have been evident to us without further enquiry.

You agree that you will not bring any claim in connection with services we provide to you against any of our partners or employees personally.

Our work is not, unless there is a legal or regulatory requirement, or a requirement by a Bank or financial institution, to be made available to third parties without our written permission and we will accept no responsibility to third parties for any aspect of our professional services or work that is made available to them. You agree to indemnify us and our agents in respect of any claim (including any claim for negligence) arising out of any unauthorised disclosure by you or by any person for whom you are responsible of our advice and opinions, whether in writing or otherwise. This indemnity will extend to the cost of defending any such claim, including payment at our usual rates for the time that we spend in defending it and our legal fees on an indemnity basis.

### ***Either***

We have not agreed any limitation of our liability in respect of our audit work under Sections 534 to 536 of the Companies Act 2006.

### ***Or***

The terms of the limitation of our liability in respect of our audit work are set out in a supplement to this Engagement Letter dated (**insert date xxx**)

### **Intellectual property rights and use of our name**

We will retain all intellectual property rights in any document prepared by us during the course of carrying out the engagement except where the law specifically states otherwise. You may only use such rights to the extent we agreed when engaged to provide services to you and may not resell or sublicense such rights without our further prior consent.

You are not permitted to use our name in any statement or document that you may issue unless our prior written consent has been obtained. The only exception to this restriction would be statements or documents that in accordance with applicable law are made public.

### **Draft/interim work or oral advice**

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

### **Non-solicitation**

Neither Rothmans Audit LLP nor the client shall offer employment to any member, officer or employee working on the engagement or induce or solicit any such person to take up employment with the party, nor shall either party use the services of any member of the other party's staff as a consultant, either independently or via a third party, during the engagement or for a period of six months following the end of the involvement by the individual concerned with any work pursuant to the engagement without the written consent of the other.

Where employment is offered in breach of this term within six months following the end of the involvement by the individual, the party in breach will be liable to pay the other party damages equal to four months gross salary of the person concerned in his/her new position. This provision

shall not restrict the right of either Rothmans Audit LLP or the client to solicit or recruit generally in the media.

### **Interpretation**

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

### **Internal disputes with a client**

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

### **Conflicts of interest and independence**

We reserve the right during our engagement with you to deliver services to other clients whose interests might compete with yours or are or may be adverse to yours, subject to the Confidentiality paragraph above. We confirm that we will notify you immediately should we become aware of any conflict of interest involving us and affecting you unless we are unable to do so because of our confidentiality obligations. We have safeguards that can be implemented to protect the interests of different clients if a conflict arises. Where conflicts are identified which cannot be managed in a way that protects your interests then we regret that we will be unable to provide further services.

During and after our engagement you agree that we reserve the right to act for other clients whose interests are or may compete with or be adverse to yours, subject, of course, to our obligations of confidentiality and the safeguards set out in the paragraph on confidentiality below.

### **Disengagement**

If we resign or are asked to resign, we may issue a disengagement letter to ensure that our respective responsibilities are clear.