

TERMS AND CONDITIONS OF BUSINESS

Applying from 29 November 2017 (ICAEW TAS July 2016, reviewed July 2017)

The following terms of business apply to all engagements accepted by Tesciuba Limited. All work is carried out under these terms except where changes are expressly agreed in writing.

1 The Provision of Services Regulations 2009

Tesciuba Limited is a limited company registered in England & Wales with company number 4539174.

Our contact details are:

Tesciuba Limited
The Chambers
13 Police Street
Manchester M2 7LQ

Telephone: 0161 834 9221
Fax: 0161 210 2910
Email: office@tesciuba.com

Tesciuba Limited is regulated for a range of investment business activities in the UK by the Institute of Chartered Accountants in England and Wales. Our VAT number is GB 781 4263 24.

Our professional indemnity insurer is Zurich Insurance plc, contactable through our brokers:

McPartland Finn Limited
Barlow House
Minshull Street
Manchester M1 3DZ

Telephone: 0161 259 9000

The territorial coverage is worldwide, excluding professional business carried out from an office in the USA and Canada and excludes any action for a claim brought in any court in the USA or Canada.

2 Applicable law

Our Engagement Letter, the schedule of services and our standard terms and conditions of business are governed by, and should be construed in accordance with English law. Each party agrees that the courts of England will have exclusive jurisdiction in relation to any claim, dispute or difference concerning this Engagement Contract and any matter arising from it. Each party irrevocably waives any right 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.

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 or in your circumstances. We will accept no liability for losses arising from changes in the law, or the interpretation thereof that occur after the date on which the advice is given.

3 Client identification

As with other professional services firms, we are required to identify our clients. In the case of clients other than private individuals, we are also required to identify their directors (or equivalent), individuals who own or control over 25% of their shares, voting rights etc and any individual(s) who otherwise exercise control over the management of the entities. We may request from you, and retain, such information and documentation as we require for these purposes. We may also undertake searches with Experian (or another on-line database) for the purposes of verifying your identity (and those other individuals listed above) both at the beginning of and during our professional relationship with you. To do so Experian may check the details you supply against any particulars on any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained by us.

4 Client money

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 signatories on this account are A J Tesciuba (director) and S Tesciuba (company secretary). The account will be operated, and all funds dealt with, in accordance with the ICAEW's Clients' Money Regulations.

If the total sum of money held on your behalf is enough to give rise to a significant amount of interest (say, £25 in a calendar year) or is likely to do so, we will put the money in a designated interest-bearing client bank account and pay the interest to you. Subject to any tax legislation, interest will be paid gross.

We will return monies held on your behalf promptly, as soon as there is no longer any reason to retain those funds. If any funds remain in our client account that are unclaimed, and the client to which they relate has remained untraced for five years, or we as a firm cease to practise, we may pay those monies to a registered charity.

5 Complaints and requests for information about our service

We are committed to providing you with a high quality service that is both efficient and effective. If you would like to talk to us about how we could improve our service to you, or if you are unhappy with the service you are receiving, please let us know by contacting Tony Tesciuba, using the contact details above.

We will consider any complaint as soon as we receive it 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 the matter up with the ICAEW.

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.

6 Confidentiality

Unless we are authorised by you to disclose information on your behalf, we confirm that if you give us confidential information we will, at all times during and after this engagement, keep it confidential, except as required by law or as provided for in regulatory, ethical or other professional pronouncements applicable to us or our engagement.

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.

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 for other business purposes, to mention that you are a client. As stated above, we will not disclose any confidential information.

7 Conflicts of interest

We will inform you if we become aware of any conflict of interest in our relationship with you or in our relationship with you and another client, 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. If conflicts are identified which cannot be managed in a way that protects your interests, we regret that we will be unable to provide further services.

If there is a conflict of interest that is capable of being addressed successfully by the adoption of suitable safeguards to protect your interests, we will adopt those safeguards. In resolving the conflict, we would be guided by ICAEW's Code of Ethics, which can be viewed at [icaew.com/en/membership/regulations-standards-and-guidance/ethics](https://www.icaew.com/en/membership/regulations-standards-and-guidance/ethics). 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 above.

8 Data Protection

We confirm that we will comply with the provisions of the Data Protection Act 1998 (DPA) when processing personal data about you and your family. In order to carry out the services of this engagement and for related purposes such as updating and enhancing our client records, analysis for management purposes and statutory returns, legal and regulatory compliance and crime prevention we may obtain, process, use and disclose personal data about you. For the purposes of the DPA, the Data Controller in relation to personal data supplied about you is Tesciuba Limited.

We use certain cloud based Software as a Service applications for some of our data processing. Currently these include Xero (accounting and payroll processing) and DocuSign (electronic signatures). Both of these suppliers host their data on servers in the USA, and so the use of these applications involves the transfer of personal data outside the EEA. We are satisfied that the data protection measures that these suppliers have in place enable us to comply with our obligations under the DPA.

Your agreement of our engagement terms will be taken to include consent to the transfer of your personal data outside the EEA. If you do not consent to the transfer of your personal data outside the EEA, please inform us and we will discuss with you whether or not we can handle your affairs in a different way.

In the event that any mail addressed to you is delivered to our office, you consent to us opening it and forwarding it to you or dealing with it ourselves, as we see fit without necessarily referring to you. We would normally only destroy direct marketing mail.

9 Disengagement

Should we resign or be requested to resign we will normally issue a disengagement letter to ensure that our respective responsibilities are clear.

Should we have no contact with you for a period of 12 months or more we may issue to your last known address a disengagement letter and thereafter cease to act.

10 Electronic and other communication

Unless you instruct us otherwise we may, where appropriate, communicate with you and with third parties via email or by other electronic means. The recipient is responsible for virus checking emails and any attachments.

With electronic communication there is a risk of non-receipt, delayed receipt, inadvertent misdirection or interception by third parties. We use virus-scanning software to reduce the risk of viruses and similar damaging items being transmitted through emails or electronic storage devices. However electronic communication is not totally secure and we cannot be held responsible for damage or loss caused by viruses nor for communications which are corrupted or altered after despatch. Nor can we accept any liability for problems or accidental errors relating to this means of communication especially in relation to commercially sensitive material. These are risks you must bear in return for greater efficiency and lower costs. If you do not wish to accept these risks please let us know and we will communicate by paper mail, other than where electronic submission is mandatory.

Any communication by us with you sent through the post system is deemed to arrive at your postal address two working days after the day that the document was sent.

11 Fees and payment terms

Our fees may depend not only upon the time spent on your affairs but also on the level of skill and responsibility and the importance and value of the advice that we provide, as well as the level of risk.

If we provide you with an estimate of our fees for any specific work, then the estimate will not be contractually binding unless we explicitly state that that will be the case. Otherwise, our fees will be calculated on the basis of the hours worked by each member of staff necessarily engaged on your affairs, multiplied by their charge-out rate per hour, VAT being charged thereon. Indicative hourly charge-out rates are: partner £230, manager £75 and assistant £35.

Where requested we may indicate a fixed fee for the provision of specific services or an indicative range of fees for a particular assignment. It is not our practice to identify fixed fees for more than a year ahead as such fee quotes need to be reviewed in the light of events. If it becomes apparent to us, due to unforeseen circumstances, that a fee quote is inadequate, we reserve the right to notify you of a revised figure or range and to seek your agreement thereto.

In some cases, you may be entitled to assistance with your professional fees, particularly in relation to any investigation into your tax affairs by HMRC. Assistance may be provided through insurance policies you hold or via membership of a professional or trade body. Other than where such insurance was arranged through us you will need to advise us of any such insurance cover that you have. You will remain liable for our fees regardless of whether all or part are liable to be paid by your insurers.

We will bill quarterly (or at other intervals agreed with you) and on the completion of specific exercises. Our invoices are due for payment upon presentation, unless we have agreed otherwise with you. Our fees are exclusive of VAT which will be added where it is chargeable. Any disbursements we incur on your behalf and expenses incurred in the course of carrying out our work for you will be added to our invoices where appropriate.

Unless otherwise agreed to the contrary our fees do not include the costs of any third party, counsel or other professional fees.

It is our normal practice to ask clients to pay by monthly standing order and to periodically adjust the monthly payment by reference to actual billings. In the event that any standing order payment is late by more than 7 days, the entire outstanding balance shall be due immediately.

We reserve the right to charge interest on late paid invoices at the rate of 5% above bank base rates under the Late Payment of Commercial Debts (Interest) Act 1998. We also reserve the right to suspend our services or to cease to act for you on giving written notice if payment of any fees is unduly delayed. We intend to exercise these rights only where it is fair and reasonable to do so.

If you do not accept that an invoiced fee is fair and reasonable you must notify us within 21 days of receipt, failing which you will be deemed to have accepted that payment is due.

If a client company, trust or other entity is unable or unwilling to settle our fees we reserve the right to seek payment from the individual (or parent company) giving us instructions on behalf of the client and you agree that we shall be entitled to enforce any sums due against the Group Company or individual nominated to act for you.

12 Implementation

We will only assist with implementation of our advice if specifically instructed and agreed in writing.

13 Intellectual property rights

We will retain all copyright in any document prepared by us during the course of carrying out the engagement save where the law specifically provides otherwise.

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

14 Interpretation

If any provision of this Engagement Letter or enclosed schedules is held to be void, then that provision will be deemed not to form part of this contract and the remainder of this agreement shall be interpreted as if such provision had never been inserted.

In the event of any conflict between these terms of business and the Engagement Letter or schedules, the relevant provision in the Engagement Letter or schedules will take precedence.

15 Internal disputes within a client

If we become aware of a dispute between the parties who own or are in some way involved in the ownership and management of the business, 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 or normal place of business for the attention of the directors (in the case of a company) or proprietors (in the case of an unincorporated business). If conflicting advice, information or instructions are received from different directors/proprietors in the business we will refer the matter back to the board of directors/partnership and take no further action until the board/partnership has agreed the action to be taken.

16 Investment advice (including insurance mediation services)

Investment business is regulated under the Financial Services and Markets Act 2000.

Although we are not authorised by the Financial Conduct Authority to conduct 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. Such advice may include:

- Advising you on investments generally, but not recommending a particular investment or type of investment;
- Advising on the sale of a contractually based investment other than disposing of any rights or interests which you may have as a member of a personal pension scheme;
- Advising and assisting you in transactions concerning shares or other securities not quoted on a recognised exchange;

- Managing investments or acting as trustee (or donee of a power of attorney) where decisions to invest are taken on the advice of an authorised person;

(Corporate clients only) 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 valuation and methods;
- Arrange any agreements in connection with the issue, sale or transfer of the company's shares or other securities;
- Arrange for the issue of the new shares; and
- Act as the addressee to receive confirmation of acceptance of offer documents etc.

Although we are not authorised by the Financial Conduct Authority, we are included on the register maintained by the Financial Conduct Authority so that we might carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by The Institute of Chartered Accountants in England and Wales. The register can be accessed via the Financial Conduct Authority website at www.fca.gov.uk/register.

If, during the provision of professional services to you, you need advice on investments, we may refer you to a Permitted Third Party (PTP), an independent financial adviser (IFA) who is authorised and regulated by the Financial Conduct Authority. We may comment on, or explain advice given by them, but we will not make alternative recommendations. The PTP will issue you with their own terms and conditions letter, will be remunerated separately for their services and will take full responsibility for compliance with the requirements of the Financial Services and Markets Act 2000.

In some circumstances we may receive commissions or other benefits for introductions to other professionals or in respect of transactions which we arrange for you. Where this happens we will notify you in writing of the amount and terms of payment and receipt of any such commissions or benefits. We will account to you for the amount of such commission. You have the right to require us to remit the amounts of the commission to you and we may only deal with these amounts otherwise on your express written consent.

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 particular investment and we would wish to inform you of this. We may therefore contact you in such circumstances. We shall of course comply with any restrictions you may wish to impose which you notify to us in writing.

If we are engaged to advise on the tax consequences of a change in your investment portfolio, we will consider only those tax consequences and we will not offer any comment on the other merits or otherwise of particular acquisitions or disposals of specific investments. We do not offer discretionary management or portfolio review services.

Advising an employer on an appropriate scheme for Auto Enrolment is not a regulated activity. Any such advice that we may give you in connection with our payroll service is given to you in your capacity as employer only and not in any other capacity. Should you require advice in your capacity as an individual as to the appropriateness of any such scheme, you should consult an IFA.

17 Lien

Insofar as we are permitted to so by law or 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.

18 Limitation of liability

We will provide our services with reasonable care and skill. Our liability to you is limited to losses, damages, costs and expenses directly caused by our negligence or wilful default.

Exclusion of liability for loss caused by others

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.

Exclusion of liability in relation to circumstances beyond our control

We will not be liable to you for any delay or failure to perform our obligations under our Engagement Letter if the delay or failure is caused by circumstances outside our reasonable control.

Exclusion of liability relating to the discovery of fraud etc

We will not be responsible or liable for any loss, damage or expense incurred or sustained if information material to the service we are providing is withheld or concealed from us or misrepresented to us.

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 beyond that which it would have been reasonable for us to have carried out in the circumstances.

Indemnity for unauthorised disclosure

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.

Indemnity for third party claims

In the event that we find ourselves subject to a claim from another party arising out of this engagement (other than as a result of our own negligence or wilful default) any claim established against us and the costs we necessarily incur in defending it would form part of the expenses we would look to recover from you, in addition to any fee that we may have agreed with you.

Limitation of aggregate liability

Where the Engagement Letter specifies an aggregate limit of liability, then that sum shall be the maximum aggregate liability of this firm (Tesciuba Limited), its directors, agents, subcontractors and employees to all persons to whom the Engagement Letter is addressed and also any other person that we have agreed with you may rely on our work. This maximum total liability includes any claims in respect of breaches of contract, tort or otherwise in respect of the professional services and shall also include interest. We acknowledge that the limit in respect of our total aggregate 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.

By signing the Engagement Letter you agree that you have given proper consideration to this limit and accept that it is reasonable in all the circumstances. If you do not wish to accept it you should contact us to discuss it before signing the Engagement Letter.

You have agreed that you will not bring any claim of a kind that is included within the subject of the limit against any of our directors, agents, subcontractors or employees on a personal basis.

19 Limitation of Third Party rights

The advice and information we provide to you as part of our service is for your sole use and not for any third party to whom you may communicate it unless we have expressly agreed in the Engagement Letter that a specified third party may rely on our work.

We accept no responsibility to third parties, including any group company to whom 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. A party to this agreement is the only person who has the right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

20 Period of engagement and termination

Unless otherwise agreed in the Engagement Letter our work will begin when we receive your implicit or explicit acceptance of that letter. Except as stated in that letter we will not be responsible for periods before that date.

Each of us may terminate this agreement by giving not less than 21 days' notice in writing to the other party except where you fail to cooperate with us or we have reason to believe that you have provided us or HMRC with misleading information, in which case we may terminate this agreement immediately. Termination will be without prejudice to any rights that may have accrued to either of us prior to termination.

We reserve the right to terminate the engagement between us with immediate effect in the event of: your insolvency, bankruptcy or other arrangement being reached with creditors; an independence issue or change in the law which means we can no longer act; failure to pay our fees by the due dates; or either party being in breach of their obligations if this is not corrected within 30 days of being asked to do so.

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

21 Professional rules and statutory obligations

We will observe and act in accordance with the Bye-laws, regulations and Code of Ethics of ICAEW and will accept instructions to act for you on this basis. In particular you give us the authority to correct errors made by HMRC if 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. You can see copies of these requirements in our offices. The requirements are also available online at [icaew.com/en/membership/regulations-standards-and-guidance](https://www.icaew.com/en/membership/regulations-standards-and-guidance).

22 Quality control

As part of our ongoing commitment to provide a quality service, our files are periodically reviewed by an independent regulatory or quality control body. These reviewers are highly experienced professionals and are bound by the same rules of confidentiality as our principal and staff.

When dealing with HMRC on your behalf we are required to be honest and to take reasonable care to ensure that your returns are correct. To enable us to do this, you are required to be honest with us and to provide us with all necessary information in a timely manner. For more information about 'Your Charter' for your dealings with HMRC, visit www.gov.uk/government/publications/your-charter. To the best of our abilities, we will ensure that HMRC meet their side of the Charter in their dealings with you.

23 Reliance on advice

We will endeavour to record all advice on important matters in writing. Advice given orally is not intended to be relied upon unless confirmed in writing. Therefore, if we provide oral advice (for example during the course of a meeting or a telephone conversation) and you wish to be able to rely on that advice, you must ask for the advice to be confirmed by us in writing.

24 Retention of papers

You have a legal responsibility to retain documents and records relevant to your tax affairs. During the course of our work we may collect information from you and others relevant to your tax affairs. We will return any original documents to you if requested. Documents and records relevant to your tax affairs are required by law to be retained as follows:

Individuals, trustees and partnerships:

- with trading or rental income: 5 years and 10 months after the end of the tax year;
- otherwise: 22 months after the end of the tax year;

Companies:

- 6 years from the end of the accounting period.

We strongly recommend that you keep permanently the documents relating to the original cost of capital assets, such as properties, for capital gains tax purposes when these are disposed of. Similarly you should retain the valuation or probate details of assets acquired by way of gift or inheritance.

Whilst certain documents may legally belong to you we may destroy correspondence and other papers that we store, electronically or otherwise, which are more than 7 years old. You must tell us if you require the return or retention of any specific documents for a longer period.

25 Timing of our services

If you provide us with all information and explanations on a timely basis in accordance with our requirements, we will plan to undertake the work within a reasonable period of time to meet any regulatory deadlines. However, failure to complete our services before any such regulatory deadline would not, of itself, mean that we are liable for any penalty or additional costs arising.

26 Foreign Account Tax Compliance Act (FATCA)

The Foreign Account Tax Compliance Act (FATCA) generally requires that foreign (that is non-US) financial institutions and certain other non-financial foreign entities report on the foreign assets held by their US account holders or be subject to withholding on withholdable payments. Certain UK entities are required by UK law to register with the IRS under an inter-governmental agreement and report the worldwide income of US ex-patriates through HMRC.

We will not advise on your status under FATCA, unless we are specifically instructed to do so.

27 The Consumer Contracts (Information Cancellation and Additional Charges) Regulations 2013 ('the 2013 Regulations')

This section applies only where the contract set out in our engagement letter is with a Consumer and is a Distance Contract and/or an Off Premises Contract, all as defined in the 2013 Regulations. In such cases (and only in such cases) the 2013 Regulations apply.

This means that you have the right to cancel the contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day of the conclusion of the contract. We will not start work before the end of the cancellation period, unless we have your specific written instructions to do so.

To exercise the right to cancel, you must inform us of your decision to cancel the contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the model cancellation form below, but it is not obligatory. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

If you cancel the contract, we will reimburse to you all payments received from you. We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel the contract. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. If you requested us to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from the contract, in comparison with the full coverage of the contract.

Model cancellation form

To Tesciuba Limited, 13 Police Street, Manchester M2 7LQ Fax: 0161 210 2910 Email: info@tesciuba.com

I/we hereby give notice that I/we cancel my/our contract for the supply of the accounting and/or tax services described in your engagement letter of [date]

Name and address of consumer(s)

Signature of consumer(s) (only if this form is notified on paper)

Date

28 Variation of these terms and conditions

We may vary these terms and conditions from time to time and will publish the revised terms on our website www.tesciuba.com. We will inform you of any changes (other than immaterial matters) by email or letter and ask you to confirm your acceptance. In the event that you do not respond to such a request within 21 days, any work instructed after receipt of the email or letter notifying changes will be treated as carried out under the new terms and conditions.