

PM+M Solutions for Business LLP - Standard Terms of Business

The purpose of this schedule is to set out the standard terms of business that apply to all engagements accepted. All work carried out is subject to these terms except where changes are expressly agreed in writing.

These standard terms of business are applicable to all individuals and types of entities (e.g. companies, LLPs, charities, trusts, friendly societies, academies, pension schemes etc) Any reference therefore to 'director or 'company' should be interpreted as appropriate for the entity type (e.g. partner, trustee, governor, charity, LLP etc)

1. General

1.1. In these Terms of Business, the following words shall have the following meanings:

- 1.1.1. "Assignment" shall mean any task or project in respect of which you have instructed us to act;
 - 1.1.2. "Associated Businesses" shall mean PM+M Wealth Management Limited, PM+M Corporate Finance Limited, PMM (Holdings) Limited and PM+M Limited;
 - 1.1.3. "We", "Us", "Our", "PM+M" shall mean PM+M Solutions for Business LLP and/or PM+M Corporate Finance Limited
- 1.2. These Terms of Business replace any of our previous terms of business.
- 1.3. These Terms of Business apply not only to the current Assignments in relation to which these Terms of Business have been issued but also to any future Assignments carried out by us on your behalf unless varied or replaced.
- 1.4. These terms shall endure for the benefit of, and be binding upon, the personal representatives and successors in title of each of the parties.
- 1.5. Any variation or addition to these Terms of Business will only be effective if agreed by us in writing. We reserve our right, upon such variation or addition, to review and vary our fees and any estimated timescales or dates for performance of our services.

2. Provision of Services Regulations 2009

2.1. In accordance with the Provisions of Services Regulations 2009 (SI2009/2999), we have set out below the information required by the regulations:

- 2.1.1. The firm named 'PM+M Solutions for Business LLP' has the legal form of a Limited Liability Partnership (LLP);
- 2.1.2. The firm named 'PM+M Corporate Finance Ltd' has the legal form of a Limited Company;
- 2.1.3. The postal address (also the registered address), telephone number, fax number and email address of the firms are:

Greenbank Technology Park
Challenge Way
Blackburn
Lancashire
BB1 5QB

Telephone: 01254 679131

Fax: 01254 681759

Email: blackburn@pmm.co.uk

- 2.1.4. As registered auditors, PM+M Solutions for Business LLP is registered to carry on audit work in the UK by the Institute of Chartered Accountants in England and Wales (ICAEW). Details about our audit registration can be viewed at www.auditregister.org.uk, under reference number C001375301. The professional rules applicable to this work can be found at www.icaew.com/auditnews and at www.frc.org.uk/apb/publications/isa.cfm ;
- 2.1.5. PM+M Solutions for Business LLP VAT number is 865037809;
- 2.1.6. PM+M Corporate Finance Ltd VAT number is 824110377;
- 2.1.7. Our professional indemnity insurers for PM+M and its associated businesses are RSA Insurance PLC, of 9th Floor, One Plantation Place, 30 Fenchurch Street, London, EC3M 3BD and Barbican Protect Ltd 42 King St West Manchester M3 2NU. The territorial coverage for both policies is worldwide excluding professional business carried out from any 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.

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3. Professional obligations

- 3.1. We will observe and act in accordance with the bye-laws and regulations of our professional body the ICAEW together with their code of ethics which can be found at www.icaew.com/membershandbook. In addition, as auditors, we are also subject to the Financial Reporting Council Ethical Standards. We accept instructions to act for you on this basis.
- 3.2. In particular, you give us authority to correct errors made by HM Revenue & Customs 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.

4. Help us to give you the right service

- 4.1. 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 telephoning Jane Parry or David Gorton.
- 4.2. 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 matters with the ICAEW.
- 4.3. 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, reply to correspondence in a timely manner and otherwise follow the terms of the agreement between us set out in this Standard Terms of Business and associated Engagement schedules. We will not be responsible for any consequences that may arise from your failure to do so and such failures may result in additional fees. 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.

5. Probate-type Services

- 5.1. As we are not licensed or authorised for the reserved legal activity of non-contentious probate, any work we do for you on closely aligned activities, such as estate administration or inheritance tax advice, will not be covered by the ICAEW Probate Compensation Scheme and you will not have access to the Legal Ombudsman, nor is our advice covered by legal professional privilege.

6. Reliance on our work

- 6.1. The reports, letters, information and advice that we provide to you are given in confidence and are provided for your information. They should not be used or relied upon for any other purpose or referred to in any other document or made available to any other party without our written permission unless that other party is another within your own organisation or, where it is for information only, your other professional advisors acting in such capacity
- 6.2. Where it is envisaged that reports, letters, information or advice given by us to you will be provided to, or used by, a third party we reserve the right to stipulate terms regarding such provision or to require the third party to enter into a direct relationship with us. Unless otherwise agreed in writing, we recognise no responsibility whatsoever in relation to that report, information or advice, other than that owed to you as at the date on which our report or other advice is given.
- 6.3. You will agree the terms under which we provide any opinions, certificates or reports to third parties with us in advance and will not commit us without our prior written consent. If, notwithstanding the provisions of paragraph 6.2 above, we become liable to any third party in respect of any opinion, certificate or report given by us which is inaccurate or misleading as a result of your failure to supply us with complete, accurate and timely information, then you are liable to indemnify us against all loss or liability howsoever incurred (including but not limited to professional charges) which arises from such failure to supply complete, accurate and timely information.
- 6.4. Where information that is, or may be, relevant to the Assignment has been provided to someone at PM+M other than those individuals who are carrying out our responsibilities for that Assignment, you accept that knowledge of that information will not automatically be imputed to those responsible individuals provided always that you have been informed of the identity of the responsible individuals.

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7. Membership of Praxity AISBL a Global Alliance of Independent Firms

- 7.1. We are an independent accounting firm allowed to use the name "Praxity" in relation to our practice. We are not connected by ownership with any other firm using the name "Praxity" and we will be solely responsible for all Assignments carried out by us on your behalf. In deciding to instruct us you acknowledge that we have not represented to you that any other firm using the name "Praxity" will in any way be responsible for the work that we do.

8. Instructions

- 8.1. You authorise us to act from time to time on instructions given to us in any manner (including but not limited to verbal and electronic instructions) in circumstances where we reasonably believe those instructions to have emanated from you or any person with authority to act on your behalf. Where you have specific requirements relating to the provision of instructions to us (for example that your instructions will only be valid if provided by specific individuals within your organisation) you will notify us of such requirements as soon as possible in writing.

9. Intellectual Property Rights

- 9.1. We retain all copyright and other intellectual property rights in all materials produced or developed by us whether before, during or after the execution of an Assignment, including rights in all reports, written advice or other materials provided by us. You will not copy, distribute or use in any way any of our intellectual property otherwise than as permitted by these Terms of Business or as expressly authorised by us in writing.

10. Personnel

- 10.1. We reserve the right to determine which of our partners or employees are allocated to an Assignment. Where allocated individuals are unavailable for a period of time, we may use third parties of equivalent quality and experience, in order for fulfil any Assignment.
- 10.2. You undertake that you will not during any period in which we are carrying out an Assignment on your behalf or for a period of six months from the date of ceasing to act for you in relation to any Assignment ("the Restricted Period") directly or indirectly solicit the services of any employee, agent or representative of PM+M, or any of its Associated Businesses, without our prior written consent. Where you offer employment to such an employee, agent or representative during the Restricted Period and that offer is accepted, you shall pay to PM+M a sum equivalent to 30% of the gross salary of the employee concerned.

11. Conflicts of interest and independence

- 11.1. 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 clause 12 below. 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.
- 11.2. 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.

12. Confidentiality

- 12.1. We confirm that where you give us confidential information, we shall at all times keep it confidential, except as required by law as provided for in regulatory, ethical or other professional statements relevant to our engagement.
- 12.2. 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.
- 12.3. 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.
- 12.4. 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.

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- 12.5. We may, on occasions, subcontract work on your affairs to other tax or accounting professionals, and any third party providers of goods and/or services to us (including but not limited to those which provide IT services to us). The subcontractors will be bound by our client confidentiality terms.
 - 12.6. If we use external or cloud based systems, we will ensure confidentiality of your information is maintained.
 - 12.7. 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.
 - 12.8. This clause applies in addition to our obligations as to data protection below.
13. Quality control
- 13.1. 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 principals and employees.
14. Dealing with HM Revenue & Customs
- 14.1. When dealing with HM Revenue & Customs (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, see www.hmrc.gov.uk/charter/index.htm. To the best of our abilities, we will ensure that HMRC meet their side of the Charter in their dealings with you.
 - 14.2. We will take account of the steps and checks suggested by HMRC in their 'Agent Toolkits'. While use of the Toolkits is voluntary, we will ensure that our quality control procedures match or enhance the suggestions in the Toolkits so that, in the unlikely event that HMRC consider any of your tax returns with which we assist to be inaccurate, we will be able to help you demonstrate to HMRC that reasonable care has been taken in the preparation of the return, thereby significantly reducing the possibility of an inaccuracy penalty being imposed. To further reduce the possibility of an inaccuracy penalty, you will remain responsible for maintaining good quality supporting records for each return, for providing us with all relevant information and explanations and for acting on any advice that we give you.
15. Fees
- 15.1. Unless otherwise agreed, our fees are computed on the basis of time spent on your affairs by the principals and our employees, including sub-contractors or consultants where necessary, and on the levels of skill and responsibility involved. Disbursements represent travel, accommodation and other expenses incurred in dealing with your affairs.
 - 15.2. If it is necessary to carry out work outside the responsibilities agreed with you for each service, we will advise you in advance. Any additional work 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.
 - 15.3. Invoices and fee notes are payable in full (including disbursements) in accordance with the terms set out on the invoice or fee note. If you do not accept that an invoiced or requested 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. Fee notes and/or invoices will normally be rendered monthly as work progresses and will be subject to VAT, if applicable, at the prevailing rate.
 - 15.4. It is common 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 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.
 - 15.5. We reserve the right to reserve the right to charge interest on overdue accounts at the current rate under the *Late Payment of Commercial Debts (Interest) Act 1998*. We also reserve the right to terminate our engagement and cease acting if payment of any fees billed is unduly delayed.
 - 15.6. 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 we shall be entitled to enforce any sums due against the group company or individual nominated to act for you.
 - 15.7. Insofar as we are permitted to 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.

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- 15.8. In the event that PM+M ceases to act in relation to you or your company's affairs, you agree to meet all reasonable costs of providing information to the new advisors. In particular you agree to meet these costs where we are required by law to provide information to a successor firm.
16. Internet communication
- 16.1. 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 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 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 e-mail 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.
- 16.2. It is the responsibility of the recipient to carry out a virus check on any attachments received.
17. Data Protection
- 17.1. PM+M is committed to compliance with the relevant UK data protection legislation, and to ensuring the protection of the privacy and security of any personal data which we process. Your attention is drawn to the information in this section (17) which details how we treat personal data received by us in the provision of our services during our engagement with you. By signing an engagement letter, you confirm that you have read and understood this information and the privacy notice referred to therein.
- 17.2. 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 or other entity/its officers/subcontractors and employees and shareholders ('personal data').

PM+M acts as both a Data Controller and Data Processor

- 17.3. In the course of providing services to you, we may disclose personal data to other members of our firm's international alliance, Praxity, a regulatory body or a third party or a buyer of our business. We may export personal data you supply to us outside the EU/EEA/UK if necessary. We will ensure all such data disclosure/export is compliant with relevant data protection legislation. You consent to such data export. Where cloud based services are to be used you may be subject to our cloud services terms and conditions and the cloud storage may be outside the EU/EEA/UK. We confirm that PM+M and our clients 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.
- 17.4. We confirm we have adequate security measures in place to protect personal data provided to us, including administrative, physical and technical safeguards.
- 17.5. 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 this 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.
- 17.6. 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.

Data Controller

- 17.7. 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.
- 17.8. 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 power of attorney on demand. You must ensure you have provided the necessary information to the relevant data subjects regarding its use.

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As part of our ongoing commitment to be transparent about how we use your data and keep it safe we have developed a number of privacy notices (available at www.pmm.co.uk/Legal-Policy)

Data Processor

17.9. 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 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 in the EU/EEA/UK. 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 legal 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 and that causes us loss.

17.10. Schedule 1 (attached) forms part of any payroll engagement letter and 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.

17.11. 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

17.12. If you need to contact us about any data protection issue, please contact our Compliance Manager Sharon.pye@pmm.co.uk

18. Retention of papers

18.1. You have a legal responsibility to retain documents and records relevant to your financial affairs. During the course of our work we may collect information from you and others relevant to your tax and financial 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: five years and 10 months after the end of the tax year;
- otherwise: 22 months after the end of the tax year.

Companies, Limited Liability Partnerships, and other corporate entities:

- six years from the end of the accounting period.

18.2. Although certain documents may legally belong to you, we may destroy correspondence and other papers that we store electronically or otherwise that are more than seven years old, except documents we think may be of continuing significance, or where the law requires. You must tell us if you wish us to keep any document for any longer period.

19. Client Identification

19.1. In common with other professional services firms, accountancy and legal practices, PM+M are required by the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2017 to:

- maintain identification procedures for clients, beneficial owners of clients and persons purporting to act on behalf 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 of suspicion of money laundering. Any such report must be made in the strictest of confidence. In fulfilment of our legal obligations, neither the firm's principals nor employees may enter into any correspondence or discussions with you regarding such matters.

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19.2 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.

20. Foreign Account Tax Compliance Act (FATCA) and Common Reporting Standards

20.1. Unless agreed specifically in a separate engagement letter, we are not responsible for your compliance with the International Tax Compliance (United States of America) Regulations 2013, produced as a result of FATCA. In particular, we are not responsible for the categorisation of any UK entity into either a Financial Institution (FI) or an active or passive Non-Financial Foreign Entity (NFFE) nor, if a Financial Institution, for its registration with the US Internal Revenue Service (IRS) and subsequent submission of the required annual returns to HM Revenue & Customs.

21. Investment services

21.1. If, during the provision of professional services to you, you need advice on investments, we may have to refer you to someone who is authorised by the Financial Conduct Authority, as we are not. However, as we are licensed by the Institute of Chartered Accountants in England and Wales, we may be able to provide certain investment services where these are complementary to or arise out of the professional services we are providing to you.

21.2. Such services may include:

- 21.2.1. advise you on investments generally, but not recommend a particular investment or type of investment;
- 21.2.2. refer you to a Permitted Third Party (PTP) (an independent firm authorised by the FCA, such as PM+M Wealth Management Limited), assist you and the PTP during the course of 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 its 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;
- 21.2.3. advise you in connection with the disposal of an investment, other than your rights in a pension policy or scheme;
- 21.2.4. advise and assist you in transactions concerning shares or other securities not quoted on a recognised exchange;
- 21.2.5. assist you in making arrangements for transactions in investments in certain circumstances; and
- 21.2.6. manage investments or act as trustee (or donee of a power of attorney) where decisions to invest are taken on the advice of an authorised person.

21.3. For corporate clients we may also, on the understanding that the shares or other securities of the company are not publicly traded:

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

21.4. 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 in respect of exempt regulated activities undertaken.

21.5. PM+M is not authorised by the Financial Conduct Authority. However, we are included on the Register maintained by the Financial Conduct Authority so that we can carry on insurance distribution 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.org.uk/register.

PM+M Solutions LLP is classed as an ancillary insurance intermediary, in relation to the conduct of insurance distribution activities. The nature of these activities are limited in scope and include tax investigation fee protection.

Financial Promotions

21.6. 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, but would only do so in our normal office hours. We shall of course comply with any restrictions you may wish to impose which you notify to us in writing.

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22. Commissions or other benefits

- 22.1. In some circumstances, commissions or other benefits may 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. The fees that would otherwise be payable by you as described above will not be abated by such amounts. You consent to such commissions or other benefits being retained by us, or by our associates, without our being liable to account to you for any such amounts.

23. Client monies

- 23.1. 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 PM+M's own funds. The account will be operated, and all funds dealt with, in accordance with the Clients' Money Regulations of ICAEW.
- 23.2. 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.
- 23.3. 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.
- 23.4. We will return monies held on your behalf promptly as soon as there is no longer any reason to retain those funds. 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 Clients' Money Regulations referred to above. We will not do this unless we have been unable to contact you for at least five years and we have taken reasonable steps to trace you and return the monies.

24. General Limitation of liability

- 24.1. We will provide our services as outlined 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. Subject to clause 24.5 below, our liability to you shall be limited as set out in our engagement or other client letter
- 24.2. You will not hold us, our (principal(s)/director(s)) and employees, 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.
- 24.3. You agree that you will not bring any claim in connection with services we provide to you against any of our partners, shareholders, directors or employees personally.
- 24.4. Our work is not, unless there is a legal or regulatory requirement, 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.
- 24.5. Nothing in this agreement shall exclude or limit our liability for death or personal injury caused by negligence nor for fraudulent misrepresentation or other fraud which may not as a matter of applicable law be excluded or limited.

25. Intellectual property rights and use of our name

- 25.1. 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.

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- 25.2. 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 required to be made public.
26. Draft/interim work or oral advice
- 26.1. 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.
27. Groups
- 27.1. Where our appointment is by a parent company on behalf of a group, the parent company confirms that these Terms of Business apply to all group companies and entities to which we have been appointed.
- 27.2. Whilst fee notes and/or invoices may be addressed to the parent company or the group company or entity, both parties remain responsible for the debt until it is settled in full.
28. Termination
- 28.1. Unless otherwise agreed, this agreement, with the exception of our appointment as statutory auditors which will be governed under the provisions of the Companies Act 1985 or the Companies Act 2006 (as applicable), may be terminated by either of us on reasonable written notice to the other. Unless otherwise stated in the covering letter, upon termination of this agreement we will be entitled to payment for the work carried out by us (or procured on your behalf) up to the date of termination, less any payments already received and we will render an invoice for this work to the extent not already invoiced under the terms of this engagement letter.
- 28.2. 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, reply to correspondence in a timely manner and otherwise follow the terms of the agreement between us set out in this Standard Terms of Business and associated Engagement letters. We therefore reserve the right to cancel the engagement between us with immediate effect in the event of:
- 28.2.1. your insolvency, bankruptcy or other arrangement being reached with creditors;
- 28.2.2. failure to pay our fees by the due dates;
- 28.2.3. either party being in breach of their obligations where this is not corrected within 30 days of being asked to do so.
29. Force Majeure
- 29.1. Neither you nor we shall be liable in any way for failure to perform our respective obligations in connection with the Assignment if the failure is due substantially to causes outside the reasonable control of the party that has failed to perform.
30. Transfer of rights, duties and obligations
- 30.1. We shall be entitled by notice in writing to you at any time during the engagement to transfer our rights, duties and obligations under the terms of the engagement to any successor to PM+M Solutions for Business LLP in the conduct of our business.
31. Limitation of third party rights
- 31.1. 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.
- 31.2. 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 unless we have expressly agreed in writing that a specified third party may rely on our work. 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.

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32. Applicable law

- 32.1. This engagement letter is governed by, and construed in accordance with, English law. The English Courts 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.
- 32.2. If any provision in this Standard Terms of Business or any associated engagement schedules, 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.

33. Changes in the law in practice or in public policy

- 33.1. 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.
- 33.2. 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 to the fullest extent permitted by applicable law.

34. General

- 34.1. In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without the illegality, in default of which at our discretion it may be severed from this Agreement in which event the remaining provisions of the Agreement shall remain in full force and effect.
- 34.2. Our failure at any time or times to require performance of any provision hereof shall not affect our right to enforce such provision at a later time. No waiver by us of any conditions or the breach of any term, covenant, representation or warranty contained in this Agreement in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or be deemed to be or construed as a waiver of the breach of any other term, covenant, representation or warranty in this Agreement.

35. Interpretation

- 35.1. 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.

36. Internal disputes within a client

- 36.1. 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 (unless we have agreed otherwise) 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 entirely.

37. Disengagement

- 37.1. If we resign or are asked to resign, we will normally issue a disengagement letter to ensure that our respective responsibilities are clear.

These standard terms of business are subject to change from time to time, latest copies can be found at <https://www.pmm.co.uk/Legal-Policy>

PM+M Solutions for Business LLP - Standard Terms of Business

Schedule 1 – PM+M Payroll Services Processing (If applicable)

This Schedule 1 accompanies PM+M Solutions for Business LLP – Standard Terms of Business. It details supplementary information which, in accordance with applicable data protection legislation, must be included where PM+M is acting as a data processor for payroll services processing.

1. Subject matter of the processing of personal data:

The subject matter and duration of the processing of the personal data are set out in the enclosed Terms of Engagement letter.

2. Duration of the processing/retention of records:

The duration of the processing will be as set out in the enclosed Terms of Engagement letter. We may destroy client files that are more than seven years after our engagement ends, but reserve the right to retain files longer in appropriate cases or where the law requires.

3. The nature of the processing may include but is not limited to:

Collection, recording, uploading, downloading, extracting, copying, disclosure by transmission, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, erasure, destruction and accessing of personal data, in order to perform any of the services set out in section 3 below or any other services which PM+M may be instructed to provide.

4. PM+M may process personal data for the purpose of providing the following client services:

- Payroll services as per the enclosed Terms of Engagement
- Advisory, consultancy and project related services
- Support and maintenance services

5. The types of personal data to be processed may include but is not limited to:

Names, addresses, dates of birth, gender, nationality, passport, national insurance and tax identification numbers, telephone and mobile numbers and email addresses, family, health and smoker status, employment, income and financial details, bank account, goods and services, pension and insurance details, including documentation of the above and notes of meetings.

Special Personal Data

PM+M does not need or require access to special personal data in order to provide a payroll service to clients. If you disclose the following types of special personal data to us, you (as data controller) must obtain consent from the individual concerned before this data can be processed by PM+M:

Racial or ethnic origin, political opinions, religious or philosophical beliefs, genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation.

6. The categories of data subject to whom the personal data relates may include but is not limited to:

- Client data
- Potential client data
- Employees, subcontractors, directors, partners, LLP members, shareholders of the client
- Members of the client's group

7. Your obligations and rights

Your obligations and rights are set out in the enclosed Terms of Engagement letter.

These standard terms of business are subject to change from time to time, latest copies can be found at <https://www.pmm.co.uk/Legal-Policy>