

Harris+Co Limited

Standard Terms of Business

Last revised January 2026

The following standard terms of business apply to all engagements accepted by Harris & Co Limited. All work carried out is subject to these terms except where changes are expressly agreed in writing.

1 Professional obligations

1.1 As required by the Provisions of Services Regulations 2009 (SI 2009/2999) details of the firm's professional registrations can be found at www.harrisaccounts.co.uk

1.2 We will observe and act in accordance with the byelaws and regulations of the Institute of Chartered Accountants in England and Wales (ICAEW) 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 HM Revenue and 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.

1.3 We confirm that we are Statutory Auditors eligible to conduct audits under the Companies Act 2006. When conducting audit work, we are required to comply with the FRC Ethical Standard and the International Standards on Auditing (UK) which can be accessed at <https://www.frc.org.uk/library/standards-codes-policy/audit-assurance-and-ethics/>. Details of our audit registration can be found at www.auditregister.org.uk.

Professional indemnity insurance

1.4 In accordance with the disclosure requirements of the Provision of Services Regulations 2009, our professional indemnity insurer is Markel (UK) Ltd, 20 Fenchurch Street, London, EC3M 3AZ. The territorial coverage is worldwide excluding professional business carried out from an office in the United States of America or Canada and excludes any action for a claim brought in any court in the United States of America or Canada.

2 Investment services

2.1 Since we are not authorised by the Financial Conduct Authority (FCA) then we may have to refer you to someone who is authorised if you need advice on investments. However, as we are licensed by the ICAEW, we may be able to provide certain investment services that are complementary to, or arise out of, the professional services we are providing to you.

2.2 Such advice may include:

- advise you on investments generally, but not recommend a particular investment or type of investment;

- refer you to a Permitted Third Party (PTP) (an independent firm authorised by the FCA), assist you and the PTP during 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 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;
- advise you in connection with the disposal of an investment, other than your rights in a pension policy or scheme;
- advise and assist you in transactions concerning shares or other securities not quoted on a recognised exchange;
- assist you in making arrangements for transactions in investments in certain circumstances; and
- manage investments or act as trustee (or donee of a power of attorney) where decisions to invest are taken on the advice of an authorised person.

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

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

2.4 We may refer you to our related company Harris & Co Financial Planning Ltd, an independent financial adviser who is authorised and regulated by the Financial Conduct Authority. Harris & Co Financial Planning Ltd will treat you as their client, will issue you with their own terms and conditions, will be remunerated separately for their services and take full responsibility for compliance with the regulations of the Financial Conduct Authority and the requirements of the Financial Services and Markets Act 2000. We may comment on or explain advice given by them, but we will not make alternative recommendations. Some of the partners of the firm have a financial interest, as shareholders in Harris & Co Financial Planning Ltd and although the firm does not receive introductory commissions from Harris & Co Financial Planning Ltd, the partners receive a share of the profits from Harris & Co Financial Planning Ltd.

You consent to us retaining our share of any profits from any business undertaken on your behalf by Harris & Co Financial Planning Ltd.

Where the services of Harris & Co Financial Planning Ltd are requested, you consent that there is freedom of movement between ourselves and Harris & Co Financial Planning Ltd with regard to any information held by either party that may relate to the functions of the other.

2.5 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.

Financial Promotions

2.6 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 of 9.00am to 5.30pm. We shall of course comply with any restrictions you may wish to impose which you notify to us in writing.

3 Commissions or other benefits

3.1 In some circumstances, commissions or other benefits may become payable to us or to one of our associates in respect of transactions we or such associates arrange for you. Where this occurs:

- We will disclose the nature and amount of any commission or benefit received, in writing;
- You agree that we may retain such commission or benefit without being liable to account for it, unless otherwise agreed in writing, on a commission-by-commission basis;
- The fees that are payable by you will not be reduced by such amounts;
- Where there is an exceptional agreement in place to reduce the fees payable by the commission amount retained, we will apply the HMRC concession which allows VAT to be calculated on the net fee after deduction of the commission.

3.2 If, in the future, abnormally large commissions are received, which were not envisaged when the engagement letter was signed, we will obtain specific consent to the retention of those commissions.

3.3 We may also refer you to our related company Harris & Co Trustees Ltd, who provide trustee services. Harris & Co Trustees Ltd will treat you as their client, will issue you with their own terms and conditions, will be remunerated separately for their services and take full responsibility for compliance with the regulations required. Some of the partners of the firm have a financial interest, as shareholders in Harris & Co Trustees Ltd and although the firm does not receive introductory commissions from Harris & Co Trustees Ltd, the partners receive a share of the profits from Harris & Co Trustees Ltd.

You consent to us retaining our share of any profits from any business undertaken on your behalf by Harris & Co Trustees Ltd.

Where the services of Harris & Co Trustees Ltd are requested, you consent that there is freedom of movement between ourselves and Harris & Co Trustees Ltd with regard to any information held by either party that may relate to the functions of the other.

4 Client monies

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

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

4.3 If the total sum of money held on your behalf exceeds £10,000 for a period of more than 30 days, 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.

4.4 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.

5 Fees

5.1 Our fees are computed on the basis of time spent on your affairs by the principals and our team, and on the levels of skill and responsibility and risk involved. Disbursements represent travel, accommodation and other expenses incurred in dealing with your affairs.

5.2 If it is necessary to carry out work outside the responsibilities outlined in these terms and our engagement letter, 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.

5.3 Invoices are payable in full (including disbursements) in accordance with the terms set out on the invoice. 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.

5.4 We 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. We accept settlement of fees by bank transfer, cheque and certain credit cards. We do not accept payment in cash.

5.5 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.

5.6 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.

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

6 Retention of and access to records

6.1 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 upon completion of our work. Documents and records relevant to your tax affairs are required by law to be retained for six years from the end of the accounting period for corporate entities, and for five years and 10 months post the end of the tax year for individuals. It is always a good idea to keep records for longer, should they be needed for legal or other business reasons.

6.2 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. You must notify us in writing if you wish us to keep any document for a longer period.

7 Conflicts of interest and independence

7.1 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 8 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 and in doing so will be guided by ICAEW's Code of Ethics.

7.2 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.

8 Confidentiality

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

8.2 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.

8.3 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.

8.4 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.

8.5 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.

8.6 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.

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

8.8 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. This clause applies in addition to our obligations as to data protection outlined below.

8.9 Where the firm provides accounting software in the Cloud, this will be provided by a third party (the 'Cloud Supplier'). The third party has signed a confidentiality agreement with the firm to ensure compliance with the relevant clauses in the firm's standard terms of business, in particular, Fees (5), Electronic Communication (13), and Data Protection (14). The service provided by the Cloud Supplier will be a discrete web-based hosted facility, and you agree that access will also be provided to the firm and the third party. The firm cannot be held liable for any interruption of service provided by the Cloud Supplier. However, we will liaise with them regarding the resumption of a normal service as soon as possible.

9 Quality control

9.1 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 team.

Dealing with HM Revenue & Customs

9.2 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, see <https://www.gov.uk/government/publications/hmrc-charter>. To the best of our abilities, we will ensure that HMRC meet their side of the Charter in their dealings with you.

9.3 We will take account of the steps and checks suggested by HM Revenue & Customs 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 HM Revenue & Customs consider any of your tax returns with which we assist to be inaccurate, we will be able to help you demonstrate to HM Revenue & Customs 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 in a timely manner and for acting on any advice that we give you.

9.4 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, in order to meet any regulatory deadlines. However, failure to complete our services prior to any such regulatory deadline would not, in itself, mean that we are liable for any penalty or additional costs arising.

10 Help us to give you the right service

10.1 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 contacting Ms M Frost (m.frost@harrisaccounts.co.uk) or Mr S Watson (s.watson@harrisaccounts.co.uk).

10.2 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 the matter with the Institute of Chartered Accountants in England and Wales.

10.3 We operate a zero-tolerance approach to harassment of our team, who have a right to work in a safe and respectful environment. Should our team members experience abuse or harassment of any kind, we will commence the disengagement process, under clause 23 of these terms.

10.4 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:

- your insolvency, bankruptcy or other arrangement being reached with creditors;
- failure to pay our fees by the due date;

- either party being in breach of their obligations where this is not corrected within 30 days of being asked to do so.

11 Applicable Law

11.1 This engagement letter is governed by, and construed in accordance with, English law. The Courts of England will have exclusive jurisdiction in relation to any claim, dispute or difference concerning this engagement letter (including the firm's standard terms of business) 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.

11.2 If any provision in this Standard Terms of Business or any associated engagement letter, or its application, are found to be invalid, illegal or otherwise unenforceable in any respect, the validity, legality or enforceability of any other provisions shall not in any way be affected or impaired.

12 Changes in the law, in practice or in public policy

12.1 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.

12.2 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.

13 Electronic Communication

13.1 Unless you instruct us otherwise, we may, where appropriate, communicate with you and with third parties via email or by other electronic means. However, electronic 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 electronic 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 via our secure communication platform or by posted letter. Any emailed or telephoned communications appearing to be from us which are not confirmed by these methods, are fake and we accept no liability for any loss caused to you through accepting such communications as genuine. Similarly, any changes to your bank details should be notified to us using a secure method only.

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

14 Data Protection

14.1 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

14.2 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.

14.3 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. You may refer to our privacy notice at:

www.harrisaccounts.co.uk/resources/privacy-notice

14.4 As a separate data controller, we may receive subject access requests from data subjects where they request copies of their personal data. We will cooperate 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.

Where we transfer the client personal data to a country or territory outside of the United Kingdom, we do so in accordance with data protection legislation.

14.5 We confirm we have adequate security measures in place to protect personal data provided to us, including administrative, physical and technical safeguards. Only members of our team that need to have access to your data will be granted access to it and all of those team members are bound by a duty of confidentiality. All client personal data will be deleted or returned to you upon the termination of the engagement.

14.6 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 the person detailed in our privacy notice at:

www.harrisaccounts.co.uk/resources/privacy-notice

15 Limitation of third party rights

15.1 Persons who are not party to this agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

15.2 The advice we give you is for your sole use and is confidential to you and will not constitute advice for any third party to whom you may communicate it, 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.

16 Client identification

16.1 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, 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 use electronic checks as part of our identification procedures. These checks are not credit checks.

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 or team may enter into any correspondence or discussions with you regarding such matters.

16.2 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.

16.3 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.

16.4 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.

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

17.1 Financial Institutions are required under *Finance Act 2013*, s. 222 (International agreements to improve tax compliance) and the *International Tax Compliance Regulations 2015* (SI 2015/878), to carry out due diligence and reporting obligations in respect of:

- arrangements between the UK and another territory for the exchange of tax information for the purposes of the adoption and implementation of the Common Reporting Standard (CRS) developed by the Organisation for Economic Co-Operation and Development (OECD); and
- the agreement between the UK and the USA to improve international tax compliance and to implement the *Foreign Account Tax Compliance Act* (FATCA).

17.2 Under the regulations, Financial Institutions are required to collect and maintain information about the residence, and in the case of the USA the citizenship as well, of individuals and entities for whom they maintain financial accounts, and to report information to HMRC.

17.3 The firm may offer corporate trustee services as a Financial Institution and so will have responsibility for compliance with the CRS and FATCA requirements for those trusts for which it provides a corporate trustee service.

17.4 Other Financial Institutions will require their clients to verify their tax residence for CRS and tax status under FATCA.

17.5 If any member of the firm acts as a trustee, or the firm itself is a corporate trustee, the firm may have responsibility for compliance with the Regulations.

17.6 Further guidance can be obtained from the HMRC, OECD and IRS websites.

18 General Limitation of Liability

18.1 We will provide our services 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 18.5 below, our liability to you shall be limited as set out in our engagement or other client letter.

18.2 You will not hold us, our principal(s)/director(s), shareholders or team, 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.

18.3 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.

18.4 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.

18.5 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.

19 Intellectual property rights and use of our name

19.1 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.

19.2 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 to be made public.

20 Draft/interim work or oral advice

20.1 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. Advice is valid as at the date it was given.

21 Interpretation

21.1 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.

22 Internal disputes within a client

22.1 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.

23 Disengagement

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

23.2 Either party to these terms of engagement may terminate the agreement by giving not less than 21 days' notice in writing to the other party. We may, however, terminate our agreement immediately where you fail to cooperate with us, or we have reason to believe that you have provided us or HMRC with misleading information. Termination will be without prejudice to any rights that may have accrued to either of us prior to termination.

23.3 Should our contract be terminated, we will endeavour to agree with you the arrangements for the completion of work in progress at that time. We may, however, be 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.