

Claire Connell MA, ACA, CTA

Chartered Accountant and Chartered Tax Adviser

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

1 Applicable Law

1.1 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 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.

1.2 I will not accept responsibility if you act on advice previously given by me without first confirming with me that the advice is still valid in light of any change in the law or in your circumstances. I 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.

2 Client identification

2.1 As with other professional services firms, I am required to identify my clients for the purposes of the UK anti-money laundering legislation. I may request from you, and retain, such information and documentation as I require for these purposes and/or make searches of appropriate databases. If I am not able to obtain satisfactory evidence of your identity, I will not be able to proceed with the engagement.

3 Confidentiality

3.1 Unless I am authorised by you to disclose information on your behalf, I confirm that if you give me confidential information I 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 me or my engagement.

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

3.3 In addition, if I act for other clients whose interests are or may be adverse to yours, I will manage the conflict by implementing additional safeguards to preserve confidentiality.

3.4 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.

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

3.6 I 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, I will not disclose any confidential information.

4 Conflicts of interest and independence

4.1 I will inform you if I become aware of any conflict of interest in my relationship with you or in my relationship with you and another client, unless I am unable to do so because of my confidentiality obligations.

If conflicts are identified which cannot be managed in a way that protects your interests, I regret that I will be unable to provide further services.

4.2 If there is a conflict of interest that is capable of being addressed successfully by the adoption of suitable safeguards to protect your interest, I would be guided by the Code of Ethics of the Institute of Chartered Accountants in England and Wales which can be viewed at www.icaew.com/en/membership/regulations-standards-and-guidance/ethics. During and after my engagement, you agree that I reserve the right to act for other clients whose interest are or may compete with or be adverse to yours subject, of course, to my obligations of confidentiality and the safeguards set out in the paragraph on confidentiality above.

5 Data Protection

5.1 In this clause [5], the following definitions shall apply:

'client personal data' means any personal data provided to me by you, or on your behalf, for the purpose of providing my services to you, pursuant to my engagement letter with you;

'data protection legislation' means all applicable privacy and data protection legislation and regulations including PECR, the UK GDPR and any applicable national laws, regulations and secondary legislation in the UK relating to the processing of personal data and the privacy of electronic communications, as amended, replaced or updated from time to time;

'controller', 'data subject', 'personal data', and 'process' shall have the meanings given to them in the data protection legislation;

'UK GDPR' means the Data Protection Act 2018 as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 which merge the previous requirements of the Data Protection Act with the requirements of the General Data Protection Regulation ((EU) 2016/679); and

'PECR' means the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003).

5.2 I shall only process the client personal data:

- in order to provide my services to you and perform any other obligations in accordance with my engagement with you;
- in order to comply with my legal or regulatory obligations; and
- where it is necessary for the purposes of my legitimate interests and those interest are not overridden by the data subjects' own privacy rights. My privacy notice contains further details as to how I may process client personal data.

5.3 We shall each be considered an independent data controller in relation to the client personal data. Each of us will comply with all requirements and obligations applicable to us under the data protection legislation in respect of the client personal data.

5.4 For the purpose of providing my services to you, pursuant to my engagement letter, I may disclose the client personal data to my regulatory bodies or other third parties (for example my professional advisors or service providers). I will only disclose client personal data to a third party provided that the transfer is undertaken in compliance with the data protection legislation.

5.5 I shall maintain commercially reasonable and appropriate security measures, including administrative, physical and technical safeguards, to protect against unauthorised or unlawful processing of the client personal data and against accidental loss or destruction of, or damage to, the client personal data

5.6 In respect of the client personal data, provided that I am legally permitted to do so, I shall promptly notify you in the event that:

- a) I receive a request, complaint or any adverse correspondence from or on behalf of a relevant data subject, to exercise their data subject rights under the data protection legislation or in respect of my processing of their personal data;
- b) I am served with an information, enforcement or assessment notice (or any similar notices), or receive any other material communication in respect of my processing of the client personal data from a supervisory authority as defined in the data protection legislation (for example in the UK, the Information Commissioner's Officer); or
- c) I reasonably believe that there has been any incident which resulted in the accidental or unauthorised access to, or destruction, loss, unauthorised disclosure or alteration of, the client personal data

6 Disengagement

6.1 If I resign or am asked to resign I will normally issue a disengagement letter to ensure that our respective responsibilities are clear.

7 Electronic and other communication

7.1 Unless you instruct me otherwise, I may, if appropriate, communicate with you and with third parties by email or other electronic means. The recipient is responsible for virus checking emails and any attachments.

7.2 With electronic communication, there is a risk of non-receipt, delayed receipt, inadvertent misdirection or interception by third parties. I use virus-scanning software to reduce the risk of viruses and similar damaging items being transmitted in emails or by electronic storage devices. Nevertheless, electronic communication is not totally secure and I cannot be held responsible for damage or loss caused by viruses or for communications which are corrupted or altered after despatch. Nor can I 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 me know and I will communicate by paper mail, other than when electronic submission is mandatory.

8 Fees and payment terms

8.1 My 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 I provide, as well as the level of risk.

8.2 If I provide you with an estimate of my fees for any specific work, the estimate will not be contractually binding unless I explicitly state that will be the case. Otherwise, my fees will be calculated on the basis of the hours worked, multiplied by the charge-out rate per hour.

8.3 If requested, I may indicate a fixed fee for the provision of specific services or an indicative range of fees for a particular assignment. It is not my 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 me, due to unforeseen circumstances, that a fee quote is inadequate, I reserve the right to notify you of a revised figure or range and to seek your agreement thereto

8.4 I will bill on completion of each significant stage of the work and my invoices will be due for payment within 30 days of issue.

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

costs are incurred to fulfil my engagement, such necessary additional charges may be payable by you.

8.6 I reserve the right to charge interest on late paid invoices at the rate of 8% above bank base rates under the Late Payment of Commercial Debts (Interest) Act 1998. I also reserve the right to suspend my services or to cease to act for you, having given written notice, if payment of any fees is unduly delayed. I intend to exercise these rights only if it is fair and reasonable to do so.

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

9 Help me to give you the best service

9.1 I am committed to providing you with a high quality service that is both efficient and effective. If, at any point you would like to discuss with me how my service to you could be improved, or if you are dissatisfied with the service you are receiving, please do not hesitate to contact me.

9.2 I undertake to look into any complaint carefully and promptly and to do all I can to explain the position to you. If I do not answer your complaint to your satisfaction, you may, of course, take up the matter with my professional body, ICAEW.

10 Use of my name in statements or documents issued by you

10.1 I will retain all intellectual property rights in any document prepared by me during the course of carrying out the engagement except where the law specifically states otherwise.

10.2 You are not permitted to use my name in any statement or document that you may issue unless my 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.

11 Interpretation

11.1 If any provision of my engagement letter or terms of business is held to be void, that provision will be deemed not to form part of this contract. 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

12 Investment advice

12.1 Investment business is regulated by the Financial Services and Markets Act 2000. If during the provision of professional services to you, you need advice on investments (including insurances), I may have to refer you to someone who is authorised by the Financial Conduct Authority (or licensed by a Designated Professional Body, as I am not).

13 Lien

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

14 Limitation of Third Party Rights

14.1 The advice and information I provide to you as part of my service is for your sole use, and not for any third party to whom you may communicate it, unless I have expressly agreed in the engagement letter that a specified third party may rely on my work. I accept no responsibility to third parties, to whom the engagement letter is not addressed, for any advice, information or material produced as part of my work for you which you make available to them. A party to this agreement is the only person who has the right to enforce any of its terms, and no rights or benefits are conferred on any third party under the Contracts (Rights of Third Parties) Act 1999.

15 Period of engagement and termination

15.1 Unless otherwise agreed in my engagement letter, my work will begin when I receive implicit or explicit acceptance of that letter. Except as stated in that letter, I will not be responsible for periods before that date.

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

15.3 I 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 I can no longer act; failure to pay my 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.

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

16 Professional rules and statutory obligations

16.1 I am a member of the Institute of Chartered Accountants in England and Wales (ICAEW) and will observe and act in accordance with the bye-laws and regulations and Code of Ethics of ICAEW (including Professional Conduct in Relation to Taxation) and will accept instructions to act for you on this basis. In particular you give me the authority to correct errors made by HMRC if I become aware of them. I accept instructions to act for you on this basis. I will not be liable for any loss, damage or cost arising from my compliance with statutory or regulatory obligations.

17 Quality control

17.1 As part of my ongoing commitment to provide a quality service, my 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 myself.

17.2 When dealing with HMRC on your behalf I am required to be honest and to take reasonable care to ensure that your returns are correct. To enable me to do this, you are required to be honest with me and to provide me 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 my abilities, I will ensure that HMRC meet their side of the Charter in their dealings with you.

18 Reliance on advice

18.1 I 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 I provided 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 me in writing.

19 Retention of papers

19.1 You have a legal responsibility to retain documents and records relevant to your financial affairs. During the course of my work I may collect information from you and others relevant to your tax and financial affairs. I will return any original documents to you.

Documents and records relevant to your tax affairs are required by law to be retained as follows:

Individuals, trustees and partnerships:

- a) with trading or rental income: five years and 10 months after the end of the tax year
- b) otherwise: 22 months after the end of the tax year.

Companies, Limited Liability Partnerships, and other corporate entities:

- c) six years from the end of the accounting period.

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

20 The Provision of Services Regulations 2009

20.1 My professional indemnity insurer is Hiscox Underwriting Limited on behalf of Hiscox Insurance Co Ltd, 1 Great St Helen's, London EC3A 6HX. 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.

21 Timing of my services

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

(Standard terms last revised Aug 2023)

Privacy Notice

1. ABOUT ME AND THE PURPOSE OF THIS NOTICE

I am a sole practitioner providing accountancy and tax advisory services under my name (Claire Connell) and my office is at 86 Silverdale Road, Earley, Reading RG6 7LT.

This notice will tell you how I look after your personal data, about your privacy rights, and about my compliance with and your protections under Data Protection Legislation.

In this notice "Data Protection Legislation" means any applicable law relating to the processing, privacy, and use of Personal Data, including the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003, as amended by The Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2020.

For the purpose of the Data Protection Legislation and this notice, I am the 'data controller'. This means that I am responsible for deciding how I hold and use personal data about you. I am required under the Data Protection Legislation to notify you of the information contained in this privacy notice.

I am also responsible for assisting with enquiries in relation to this privacy notice or my treatment of your personal data. Should you wish to contact me you can do so using the contact details noted at paragraph 12 (Contact Me), below.

2. ABOUT ME

For the purpose of the Data Protection Legislation and this notice, I am the 'data controller'. This means that I am responsible for deciding how I hold and use personal data about you. I am required under the Data Protection Legislation to notify you of the information contained in this privacy notice.

I am also responsible for assisting with enquiries in relation to this privacy notice or my treatment of your personal data. Should you wish to contact me you can do so using the contact details noted at paragraph 12 (Contact Me), below.

3. HOW I MAY COLLECT YOUR PERSONAL DATA

I obtain personal data about you, for example, when:

- you request a proposal from me in respect of the services I provide;
- you OR your employer OR my clients engages me to provide my services and also during the provision of those services;
- you contact me by email, telephone or post (for example when you have a query about my services); or
- from third parties and/or publicly available resources (for example, from your employer or from Companies House).

4. THE KIND OF INFORMATION I HOLD ABOUT YOU

The information I hold about you may include the following:

- your personal details (such as your name and/or address, National Insurance number, UTR number);
- details of contact I have had with you in relation to the provision, or the proposed provision, of my services;
- details of any services you have received from me;

- my correspondence and communications with you;
- information about any complaints and enquiries you make to me;
- Information I receive from other sources, such as publicly available information or information provided by your employer OR my clients.

5. HOW I USE PERSONAL DATA I HOLD ABOUT YOU

I may process your personal data for purposes necessary for the performance of my contract with you OR your employer OR my clients and to comply with my legal obligations.

I may process your personal data for the purposes necessary for the performance of my contract with my clients. This may include processing your personal data where you are an employee, subcontractor, supplier or customer of my client.

I may process your personal data for certain additional purposes with your consent, and in these limited circumstances where your consent is required for the processing of your personal data then you have the right to withdraw your consent to processing for such specific purposes.

Please note that I may process your personal data for more than one lawful basis depending on the specific purpose for which I are using your data.

Situations in which I will use your personal data

I may use your personal data in order to:

- carry out my obligations arising from any agreements entered into between you OR your employer OR my clients and me (which will most usually be for the provision of my services);
- carry out my obligations arising from any agreements entered into between my clients and me (which will most usually be for the provision of my services) where you may be a subcontractor, supplier or customer of my client;
- provide you with information related to my services and my events and activities that you request from me or which I feel may interest you, provided you have consented to be contacted for such purposes;
- seek your thoughts and opinions on the services I provide; and
- notify you about any changes to my services.

In some circumstances I may anonymise or pseudonymise the personal data so that it can no longer be associated with you, in which case I may use it without further notice to you.

If you refuse to provide me with certain information when requested, I may not be able to perform the contract I have entered into with you. Alternatively, I may be unable to comply with my legal or regulatory obligations.

I may also process your personal data without your knowledge or consent, in accordance with this notice, where I am legally required or permitted to do so.

Data retention

I will only retain your personal data for as long as is necessary to fulfil the purposes for which it is collected.

When assessing what retention period is appropriate for your personal data, I take into consideration:

- the requirements of my business and the services provided;
- any statutory or legal obligations;
- the purposes for which I originally collected the personal data;
- the lawful grounds on which I based my processing;
- the types of personal data I have collected;

- the amount and categories of your personal data; and
- whether the purpose of the processing could reasonably be fulfilled by other means.

Change of purpose

Where I need to use your personal data for another reason, other than for the purpose for which I collected it, I will only use your personal data where that reason is compatible with the original purpose.

Should it be necessary to use your personal data for a new purpose, I will notify you and communicate the legal basis which allows me to do so before starting any new processing.

6. DATA SHARING

I will share your personal data with third parties where I am required by law, where it is necessary to administer the relationship between us or where I have another legitimate interest in doing so.

“Third parties” includes third-party service providers. The following activities are carried out by third-party service providers: IT and cloud services, professional advisory services, administration services and banking services.

All of my third-party service providers are required to take commercially reasonable and appropriate security measures to protect your personal data. I only permit my third-party service providers to process your personal data for specified purposes and in accordance with my instructions.

I may share your personal data with other third parties, for example in the context of the possible sale or restructuring of the business. I may also need to share your personal data with a regulator or to otherwise comply with the law.

I will not share your information with third parties for marketing purposes.

7. TRANSFERRING PERSONAL DATA OUTSIDE THE UNITED KINGDOM (UK)

I may transfer the personal data I collect about you to the US in the case of Carbonite backup software. Carbonite has confirmed compliance with GDPR – see <https://www.carbonite.com/what-is-carbonite/gdpr>

8. DATA SECURITY

I have put in place commercially reasonable and appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, I limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on my instructions and they are subject to a duty of confidentiality.

I have put in place procedures to deal with any suspected data security breach and will notify you and any applicable regulator of a suspected breach where I am legally required to do so.

9. RIGHTS OF ACCESS, CORRECTION, ERASURE, AND RESTRICTION

Your duty to inform me of changes

It is important that the personal data I hold about you is accurate and current. Should your personal information change, please notify me of any changes of which I need to be made aware by contacting me, using the contact details below.

Your rights in connection with personal data

Under certain circumstances, by law you have the right to:

- Request access to your personal data. This enables you to receive details of the personal data I hold about you and to check that I am processing it lawfully.
- Request correction of the personal data that I hold about you.
- Request erasure of your personal data. This enables you to ask me to delete or remove personal data

where there is no good reason for me continuing to process it. You also have the right to ask me to delete or remove your personal data where you have exercised your right to object to processing (see below).

- Object to processing of your personal data where I am relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this basis. You also have the right to object where I am processing your personal information for direct marketing purposes.
- Request the restriction of processing of your personal data. This enables you to ask me to suspend the processing of personal data about you, for example if you want me to establish its accuracy or the reason for processing it.
- Request the transfer of your personal data to you or another data controller if the processing is based on consent, carried out by automated means and this is technically feasible.

If you want to exercise any of the above rights, please email accounts@claireconnell.co.uk.

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, I may charge a reasonable fee if your request for access is clearly unfounded or excessive. Alternatively, I may refuse to comply with the request in such circumstances.

I may need to request specific information from you to help me confirm your identity and ensure your right to access the information (or to exercise any of your other rights). This is another appropriate security measure to ensure that personal information is not disclosed to any person who has no right to receive it.

10. RIGHT TO WITHDRAW CONSENT

In the limited circumstances where you may have provided your consent to the collection, processing and transfer of your personal data for a specific purpose (for example, in relation to direct marketing that you have indicated you would like to receive from me), you have the right to withdraw your consent for that specific processing at any time. To withdraw your consent, please email accounts@claireconnell.co.uk.

Once I have received notification that you have withdrawn your consent, I will no longer process your personal information (personal data) for the purpose or purposes you originally agreed to, unless I have another legitimate basis for doing so in law.

11. CHANGES TO THIS NOTICE

Any changes I may make to my privacy notice in the future will be provided to you.
This privacy notice was last updated in May 2022.

12. CONTACT ME

If you have any questions regarding this notice or if you would like to speak to me about the manner in which I process your personal data, please email accounts@claireconnell.co.uk or telephone 0118 966 9706.

You also have the right to make a complaint to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues, at any time. The ICO's contact details are as follows:

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF
Telephone - 0303 123 1113 (local rate) or 01625 545 745
Website - <https://ico.org.uk/concerns>