Standard terms of business – June 2023

RRL is a trading name of RRL LLP. RRL LLP is a limited liability partnership, registered in England and Wales with registered number OC417377. The registered office is Peat House, Newham Road, Truro, Cornwall, TR1 2DP. The partners are: Steve Maggs CTA, Nick Skerratt FCA CTA and Josh Stevens ACA. The term 'Partner' is used to refer to a member of RRL LLP. We are registered to carry on audit work in the UK, regulated for a range of investment business activities, and licensed to carry out the reserved legal activity of non-contentious probate in England and Wales by the Institute of Chartered Accountants in England and Wales.

In this document and in any communication with you, 'partner' means a member of RRL LLP or an employee or consultant with equivalent standing and 'employee' means employee of either RRL LLP or any service company which provides services to RRL LLP. 'We' and 'our' mean RRL LLP and 'you' means the person who is our client or, if more than one person, those persons who, together, are our client. Where we act for two or more clients jointly, it is on the understanding that we are authorised to act on the instructions of either or both or any of them.

The following standard terms of business apply to all engagements accepted by RRL LLP. 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 Provision of Services Regulations 2009 (SI 2009/2999), details of the firm's professional registrations, including audit registration, can be found at https://www.rrlcornwall.co.uk/legal-information/

1.2 We will observe and act in accordance with the bye-laws and regulations of the Institute of Chartered Accountants in England and Wales together with their code of ethics referred to above. We accept instructions to act for you on this basis. 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.

Professional indemnity insurance

1.3 In accordance with the disclosure requirements of the Provision of Services Regulations 2009, our professional indemnity insurer can be found at https://www.rrlcornwall.co.uk/legal-information/. 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 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 Institute of Chartered Accountants in England and Wales, 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:

- advising 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 his 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;

- advising you in connection with the disposal of an investment, other than your rights in a pension policy or scheme;
- advising and assisting you in transactions concerning shares or other securities not quoted on a recognised exchange;
- assisting you in making arrangements for transactions in investments in certain circumstances; and
- managing investments or acting as trustee (or donee of a power of attorney) where decisions to invest are taken on the advice of an authorised person.

If you are a corporate client:

2.3 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 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.

3 Probate services

3.1 We are licensed for the reserved legal activity of non-contentious probate in England and Wales by the Institute of Chartered Accountants in England and Wales.

In the unlikely event that we cannot meet our liabilities to you, you may be able to seek a grant from ICAEW's Probate Compensation Scheme. Generally, applications for a grant must be made to ICAEW within 12 months of the time you become aware, or reasonably ought to have been aware of the loss. Further information about the scheme and the circumstances in which grants may be made is available on ICAEW's website: www.icaew.com/probate.

3.2 If you would like to talk to us about how we can improve our service to you, or if you are unhappy with the service you are receiving, please let us know by contacting Nick Skerratt on 01872 276116. We will consider carefully any complaint that you may make about our probate services as soon as we receive it and will do all we can to resolve the issue. We will acknowledge your complaint within five business days of its receipt and endeavour to deal with it within 8 weeks. Any complaint should be submitted to us by letter.

3.3 If we do not deal with it within this timescale or you are unhappy with our response you may of course take the matter up with the Legal Ombudsman. Complaints to the Legal Ombudsman should be made within six years of the act or omission or within three years of you becoming aware of the issue, and in either case within six months of our written response to your complaint to us. The contact details for the Legal Ombudsman are:

Letter: Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ

Email: enquiries@legalombudsman.org.uk

Telephone: 0300 555 0333

4 Commissions or other benefits

4.1 In some circumstances, commissions or other benefits may become payable to us in respect of transactions we arrange for you, in which case you will be notified in writing of the amount, and the terms of payment.

4.2 All such commissions or other benefits will be remitted to you unless otherwise agreed e.g. set off against fees. If we reduce the fees that we would otherwise charge by the amount of commission retained, we will apply the HMRC concession which allows VAT to be calculated on the net fee after deduction of the commission.

5 Client monies

5.1 We may (where we consent), 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.

5.2 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 £50.

5.3 Client money to be held for over 7 days will be placed in a separate interest-bearing client bank account designated to you. Subject to 5.2 above,all interest earned on such money will be paid to you. Any such interest would be calculated using the prevailing rate applied by the bank for small deposits subject to the minimum period of notice for withdrawals. Subject to any tax legislation, interest will be paid gross.

5.4 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.

5.5 Where we are operating a client money account, we will seek reimbursement for any charges made by the relevant bank used (including (but not exhaustive) charges for maintaining the account, and charges for making payments and transfers).

Financial Services Compensation Scheme – Client accounts

5.6 Where we hold monies in a designated client account on the estates behalf this scheme ensures that £85,000 per UK bank or building society will be compensated should the need arise. We accept no duty of care to mitigate the risk of a loss exceeding the amount of compensation receivable under this scheme.

6 Fees

6.1 Our fees are computed on the basis of time spent on your affairs by the principals and our staff, and on the levels of skill and responsibility involved. Disbursements represent travel, accommodation and other expenses incurred in dealing with your affairs. We reserve the right to provide fee quotes on any basis we decide, and reserve the right to provide options as to the fee basis, where appropriate.

6.2 If we provide you with an estimate of our fees for any specific work, then the estimate will not be contractually binding unless we explicitly state in writing that will be the case.

6.3 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.

6.4 Invoices are payable in full (including disbursements) in accordance with the terms set out on the invoice when the fee note is issued. 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.

6.5 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.

6.6 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.

6.7 We reserve the right to suspend our services or to cease to act for you on given written notice if payment of any fees is unduly delayed. We intend to exercise these rights where it is fair and reasonable to do so.

6.8 Our normal practice is to render fees at monthly intervals or on the earlier completion of the specific work. We reserve the right to raise interim fees, and raise fees for initial payments on account before commencing work.

6.9 A fee may be rendered on account. All such fees rendered on account will be taken into account when the fee is rendered for completed work. It is our normal practice to issue "Requests for Payment" (RFPs) when dealing with continuous or recurring work. The payment terms for RFPs are the same as for invoiced fees. A VAT invoice will be issued to you upon receipt of your payment or if we cease to act.

6.10 Where we agree with you to pay by monthly direct debit or standing order we will periodically adjust the monthly payment by reference to actual billings.

6.11 Unless otherwise agreed to the contrary our fees do not include the costs of any third party, counsel or other professional fees. Where fees for such advice are likely to be substantial, and therefore passed on to you as a specific charge, we will obtain your agreement before incurring this expense on your behalf. You will be responsible for all fees incurred by us on your behalf.

6.12 Where requested we may indicate a fixed fee for the provision of specific services or an indicative range of fees for a particular assignment. If it becomes apparent to us, due to unforeseen circumstances, that a fee quote is inadequate, we reserve the right to notify you of a revised figure or range and to seek your agreement thereto.

6.13 You recognise that we would not enter into a contract with you in circumstances where we have doubt about your ability to pay fees properly due under this or any related contract. In all cases, 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.

6.14 If instructions are terminated either by you or by the Firm, you will only be liable for fees to the date of termination of the instructions together with any fees for work necessary to complete work in hand as agreed between us.

6.15 If you do not accept that an invoice 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.

6.16 In the event of dispute over fees which cannot be resolved between us, we reserve the right to refer the fees in dispute to the Institute of Chartered Accountants in England & Wales Fee Arbitration Scheme, at our discretion.

6.17 We do not accept American Express credit card payments in settlement of fees.

Clause 6.18 below does not apply to individuals, sole traders or partnerships.

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

7 Retention of papers

7.1 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:

For Individuals, trustees and partnerships:-

- With trading or rental income: five years and 10 months after the end of the tax year;
- Offshore (meaning non-UK) matters including income and capital gains: 12 years after the end of the relevant tax year;
- Offshore matters (meaning non-UK) including transfers in relation to inheritance tax: 12 years after the date of the chargeable transfer;
- Probate matters including intestacy: 20 years after inheritance tax is paid and for all other estates after the date of death.
- Otherwise: 22 months after the end of the tax year.

or

For Companies, LLPs and other corporate entities

- Six years from the end of the accounting period.

7.2 Although certain documents may legally belong to you, we may destroy correspondence and other papers that we store electronically or otherwise that are older than periods stated at 7.1 above, except documents we think may be of continuing significance. You must tell us if you wish us to keep any document for any longer period.

7.3 The firm may, at our discretion, store for you share certificates and other original documents in our safe. Where we do this we do so on the basis that you acknowledge that we cannot accept responsibility for the loss or damage of any item so held.

8 Reliance on advice

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

8.2 Advice is valid as at the date it was given, and we accept no duty of care to update this advice.

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

9 Conflicts of interest and independence

9.1 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 the paragraph 10 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.

9.2 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.

10 Confidentiality

10.1 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.

10.2 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.

10.3 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.

10.4 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.

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

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

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

11 Quality control

11.1 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 staff.

Dealing with HM Revenue & Customs

11.2 When dealing with HM Revenue & Customs 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.

11.3 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.

12 Help us to give you the right service

12.1 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 Nick Skerratt, or Josh Stevens (in the event that Nick Skerratt is your engagement partner) on 01872 276116.

12.2 We undertake to look into any complaint carefully and promptly and do all we can to explain the position to you. We will acknowledge your letter within five working days of its receipt and endeavour to deal with your complaint within eight weeks. 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.

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

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

13 Applicable law

13.1 This engagement letter is governed by, and construed in accordance with, English law. The Courts of England and Wales will have exclusive jurisdiction in relation to any claim, dispute or difference concerning this engagement letter and any matter arising from it. Each party irrevocably waives any right it may have to object to any action being brought in those courts, to claim that the action has been brought in an inappropriate forum, or to claim that those courts do not have jurisdiction.

13.2 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.

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

14.1 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.

14.2 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.

15 Electronic and other communication

15.1 Where we have a lawful basis to do so and only where appropriate, we may communicate with you and with third parties via e-mail 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 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.

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

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

15.4 We will use encrypted forms of electronic communication where we deem it to be required. We will only send such communication unencrypted where you have stated in writing that you would like the communication to be sent in an unencrypted format.

15.5 Any communication by us with you sent through the post is deemed to arrive at your postal address two working days after the day that it was sent. Electronic communication is deemed to be received when sent.

16 Direct Marketing

16.1 We only send direct marketing in the following circumstances:

- Where you have given your consent; or

- Where we have assessed that we have a legitimate interest to do so and in the case of sole traders and unincorporated partnerships, the Privacy of Electronic Communications Regulations are also complied with.

16.2 For more information on how we use personal data for the purpose of direct marketing, please visit our Privacy Policy.

17 Data Protection

17.1 We shall process personal data in accordance with our Privacy Policy available here.

17.2 The Parties agree to comply and adhere to the Data Protection Legislation and, where we act as your data processor (as defined by the Data Protection Act 2018), to process applicable Personal Data on the terms set out in the Data Processing Agreement at Schedule 1.

18 Limitation of third-party rights

18.1 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.

18.2 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.

19 Client identification

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

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.

19.3 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.

19.4 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.

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

20.1 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).

20.2 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.

20.3 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.

Most other firms will not be Financial Institutions, but may have clients that are Financial Institutions.

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

20.5 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.

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

21 General limitation of liability

21.1 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 the clause 21.5 below, our liability to you shall be limited as set out in our engagement letter or other client letter.

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

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

21.4 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.

21.5 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.

21.6 We shall not be responsible for any loss or damage arising from failure, refusal or inability of any bank or other financial institution to repay all or any part of such monies, at any time or from their insolvency or failure, negligence or the failure in or of the banking or interbank systems.

22 Intellectual property rights and use of our name

22.1 We will retain any 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.

22.2 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.

23 Interpretation

23.1 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.

24 Internal disputes within a client (For business clients only)

24.1 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 (unless we have agreed otherwise) business and we would not provide information or services to one party without the express knowledge and permission of all parties. Unless otherwise agreed by all parties, we will continue to supply information to the registered office/normal place of business for the attention of the directors/proprietors/partners/trustees. 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.

25 Disengagement

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

25.2 We reserve the right to resign and issue a disengagement letter to your last known address (postal and email) if we fail to receive responses to numerous attempts to contact you.

Schedule 1 – Data Processing Agreement

1. Definitions and interpretation

The following definitions and rules of interpretation apply in this Data Processing Agreement ("DPA"):

Authorised Persons: the persons or categories of persons that the Client authorises to give the Client written personal data processing instructions and from whom the Client agrees to accept such instructions.

Business Purposes: the services to be provided by RRL to the Client as described in the engagement letter and any other purpose specifically identified in this DPA.

Controller, Processor, Data Subject, Personal Data, Personal Data Breach and Processing: have the meanings given to them in the Data Protection Legislation.

Controller: has the meaning given to it in section 6, Data Protection Act 2018 ("DPA 2018").

Business Data: shall have the meaning given to it in RRL's Privacy Policy and further described in Annex A.

Data Protection Legislation:

a) To the extent the UK General Data Protection Regulation (GDPR) applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.
b) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Client or Client is subject, which relates to the protection of personal data.

Data Subject: the identified or identifiable living individual to whom the Personal Data relates.

EU GDPR: the General Data Protection Regulation ((EU) 2016/679).

EEA: the European Economic Area.

Personal Data: means any information relating to an identified or identifiable living individual that is processed by the Client on behalf of the Client as a result of, or in connection with, the services; an identifiable living individual is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the individual.

Processing, processes, processed, process: any activity that involves the use of the Personal Data. It includes, but is not limited to, any operation or set of operations which is performed on the Personal Data or on sets of the Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. Processing also includes transferring the Personal Data to third parties.

Personal Data Breach: a breach of security leading to the accidental, unauthorised or unlawful destruction, loss, alteration, disclosure of, or access to, the Personal Data.

Processor: a natural or legal person, public authority, agency or other body which processes personal data on behalf of the Controller.

Records: has the meaning given to it in Paragraph 12.

Standard Contractual Clauses (SCC):

a) the European Commission's Standard Contractual Clauses for the transfer of Personal Data from the European Union to processors established in third countries (controller-to-processor transfers), as set out in the Annex to Commission Decision 2010/87/EU; or
b) such alternative clauses as may be approved by the European Commission or by the UK from time to time.

Term: this DPA's term as defined in Paragraph 10.

Terms of Service: shall be the Terms of Service governing the relationship between the Client and RRL.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.

2. **Scope.** In circumstances where we act as your data processor, for example where we are instructed to perform payroll services on your behalf, this Data Processing Agreement (**DPA**) shall apply.

3. **Legal Provisions.** This Schedule forms part of our engagement letter and contains the mandatory clauses required by Article 28(3) of the retained EU law version of the General Data Protection Regulation (*(EU) 2016/679) (UK GDPR) for* contracts between controllers and processors and the General Data Protection Regulation (*(EU) 2016/679)*.

4. **Annexes.** The Annexes form part of this DPA and will have effect as if set out in full in the body of this DPA. Any reference to this DPA includes the Annexes. Annex A describes the subject matter, duration, nature and purpose of the processing and the Personal Data categories and Data Subject types in respect of which RRL may process the Personal Data to fulfil the Business Purposes.

5. **Personal data types and processing purposes.** The Client and RRL agree and acknowledge for the purpose of the Data Protection Legislation that that where RRL acts as the Client's Data Processor, the Client is the data controller, retains control of the Personal Data and remains responsible for its compliance obligations under the applicable Data Protection Legislation, including but not limited to providing any required notices and obtaining any required consents, and for the written processing instructions it gives to RRL.

6. RRL's obligations

6.1. RRL will only process the Personal Data to the extent, and in such a manner, as is necessary for the Business Purposes in accordance with the Client's written instructions. RRL will not process the Personal Data in a way that does not comply with this DPA or the Data Protection Legislation. RRL must promptly notify the Client if, in its opinion, the Client's instructions do not comply with the Data Protection Legislation.

6.2. RRL must comply promptly with any Client written instructions requiring RRL to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised processing.

6.3. RRL will maintain the confidentiality of the Personal Data and will not disclose the Personal Data to third parties unless the Client or this DPA specifically authorises the disclosure, or as required by domestic law, court or regulator. If a domestic law, court or regulator requires RRL to process or disclose the Personal Data to a third party, RRL must first inform the Client of such legal or regulatory requirement and give the Client an opportunity to object or challenge the requirement, unless the domestic law prohibits the giving of such notice.

6.4. RRL will reasonably assist the Client, at no additional cost to the Client, with meeting the Client's compliance obligations under the Data Protection Legislation, taking into account the nature of

RRL's processing and the information available to RRL, including in relation to Data Subject rights, data protection impact assessments and reporting to and consulting with the relevant regulator under the Data Protection Legislation.

6.5. RRL must promptly notify the Client of any changes to the Data Protection Legislation that may reasonably be interpreted as adversely affecting RRL's performance of the Terms of Service or this DPA.

7. RRL's employees

7.1. RRL will ensure that all of its employees:

7.1.1. are informed of the confidential nature of the Personal Data and are bound by confidentiality obligations and use restrictions in respect of the Personal Data;

7.1.2. have undertaken training on the Data Protection Legislation relating to handling Personal Data and how it applies to their particular duties; and

7.1.3. are aware both of RRL's duties and their personal duties and obligations under the Data Protection Legislation and this DPA.

7.2. RRL will take reasonable steps to ensure the reliability, integrity, and trustworthiness of all of its employees with access to the Personal Data.

8. Security

8.1. RRL must at all times implement appropriate technical and organisational measures against unauthorised or unlawful processing, access, copying, modification, reproduction, display or distribution of the Personal Data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of Personal Data including but not limited to regular systems security testing, encryption, two-factor authentication, using virtual private networks and staff access limitation.

8.2. RRL must implement such measures to ensure a level of security appropriate to the risk involved, including as appropriate:

8.2.1. the pseudonymisation and encryption of personal data;

8.2.2. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;

8.2.3. the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and

8.2.4. a process for regularly testing, assessing and evaluating the effectiveness of the security measures.

9. Personal Data Breach

9.1. RRL will as soon as reasonably possible notify the Client if it becomes aware of:

9.1.1. the loss, unintended destruction or damage, corruption, or lack of usability of part or all of the Personal Data. RRL will restore such Personal Data at its own expense as soon as possible.

9.1.2. any accidental, unauthorised or unlawful processing of the Personal Data; or

9.1.3. any Personal Data Breach.

9.2. Where RRL becomes aware of 9.1.1, 9.1.2 or 9.1.3 above, it shall, without undue delay, also provide the Client with the following information:

9.2.1. description of the nature of incident, including the categories of in-scope Personal Data and approximate number of both Data Subjects and the Personal Data records concerned;

9.2.2. the likely consequences; and

9.2.3. a description of the measures taken or proposed to be taken to address (a), (b) and/or (c), including measures to mitigate its possible adverse effects.

9.3. Immediately following any accidental, unauthorised or unlawful Personal Data processing or Personal Data Breach, the parties will co-ordinate with each other to investigate the matter. Further, RRL will reasonably co-operate with the Client at no additional cost to the Client, in the Client's handling of the matter.

9.4. RRL will not inform any third party of any accidental, unauthorised or unlawful processing of all or part of the Personal Data and/or a Personal Data Breach without first obtaining the Client's written consent, except when required to do so by law.

9.5. RRL will cover all reasonable expenses associated with the performance of the obligations under clause 9.1 to clause 9.3 unless the matter arose from the Client's specific written instructions, client’s negligence or that of a third party acting on their specific instructions, wilful default or breach of this DPA, in which case the Client will cover all reasonable expenses.

9.6. RRL will also reimburse the Client for actual reasonable expenses that the Client incurs when responding to an incident of accidental, unauthorised or unlawful processing and/or a Personal Data Breach to the extent that RRL caused such, including all costs of notice and any remedy as set out in paragraph 6.5.

10. Cross-border transfers of personal data

10.1. The Client hereby acknowledges that RRL (and any subcontractor) will process Personal Data outside the UK and EEA in connection with the services.

10.2. In relation to third-party and intragroup transfers, RRL may only process, or permit the processing, of the Personal Data outside the EEA under the following conditions:

10.2.1. RRL transfers or processes the Personal Data to/in a territory which is subject to adequacy regulations under the Data Protection Legislation that the territory provides adequate protection for the privacy rights of individuals; or

10.2.2. RRL has executed Standard Contractual Clauses relating to the transfer; or

10.2.3. the transfer otherwise complies with the Data Protection Legislation.

11. Subcontractors

11.1. RRL may only authorise a third party (subcontractor) to process the Personal Data if:

11.1.1. the Client is provided with an opportunity to object to the appointment of each subcontractor within 30 working days after RRL supplies the Client with full details in writing regarding such subcontractor;

11.1.2. RRL enters into a written contract with the subcontractor that contains terms substantially the same as those set out in this DPA, in particular, in relation to requiring appropriate technical and organisational data security measures, and, upon the Client's written request, provides the Client with copies of the relevant excerpts from such contracts;

11.1.3. RRL maintains control over all of the Personal Data it entrusts to the subcontractor; and

11.1.4. the subcontractor's contract terminates automatically on termination of this DPA for any reason.

11.2. Those subcontractors approved as at the commencement of this DPA are available from Michelle Pearce (michelle.pearce@rrlcornwall.co.uk) and RRL shall notify the Client (and give them the prior opportunity to reject) of any change to this list from time to time.

11.3. Where the subcontractor fails to fulfil its obligations under the written agreement with RRL which contains terms substantially the same as those set out in this DPA, RRL remains fully liable to the Client for the subcontractor's performance of its agreement obligations.

11.4. The Parties agree that RRL will be deemed to control legally any Personal Data controlled practically by or in the possession of its subcontractors.

12. Complaints, data subject requests and third-party rights

12.1. RRL must, at no additional cost to the Client, take such technical and organisational measures as may be appropriate, and promptly provide such information to the Client as the Client may reasonably require, to enable the Client to comply with:

12.1.1. the rights of Data Subjects under the Data Protection Legislation, including subject access rights, the rights to rectify, port and erase personal data, object to the processing and automated processing of personal data, and restrict the processing of personal data; and

12.1.2. information or assessment notices served on the Client by a relevant regulator under the Data Protection Legislation.

12.2. RRL must notify the Client immediately in writing if it receives any complaint, notice or communication that relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Legislation.

12.3. RRL must notify the Client within 5 working days if it receives a request from a Data Subject for access to their Personal Data or to exercise any of their other rights under the Data Protection Legislation.

12.4. RRL will give the Client, at no additional cost to the Client, its reasonable co-operation and assistance in responding to any complaint, notice, communication or Data Subject request.

12.5. RRL must not disclose the Personal Data to any Data Subject or to a third party other than in accordance with the Client's written instructions, or as required by law.

13. Term and termination

13.1. This DPA will remain in full force and effect for as long as RRL retains any of the Personal Data related to the services in its possession and in the capacity of Data Processor (**Term**).

13.2. Any provision of this DPA that expressly or by implication should come into or continue in force following termination or expiry of the Term in order to protect the Personal Data will remain in full force and effect.

13.3. RRL's failure to comply with the terms of this DPA is a material breach of the Terms of Service. In such event, the Client will have a right to terminate the Services effective immediately on written notice to RRL, without further liability or obligation of the Client.

13.4. If a change in any Data Protection Legislation prevents either party from fulfilling all or part of its obligations under the Terms of Service, the parties may agree to suspend the processing of the Personal Data until that processing complies with the new requirements. If the parties are unable to bring the Personal Data processing into compliance with the Data Protection

Legislation within a reasonable period of time, either party may terminate the Services on written notice to the other party.

14. Data return and destruction

14.1. At the Client's request, RRL will give the Client, or a third party nominated in writing by the Client, a copy of or access to all or part of the Personal Data in its possession or control in the format and on the media reasonably specified by the Client.

14.2. On termination of the services for any reason or expiry of the Term, RRL will securely delete or destroy in accordance with it Retention Policy available from Michelle Pearce (michelle.pearce@rrlcornwall.co.uk)

14.3. If any law, regulation, or government or regulatory body requires RRL to retain any documents or materials or Personal Data that RRL would otherwise be required to return or destroy, it will notify the Client in writing of that retention requirement, giving details of the documents, materials or Personal Data that it must retain, the legal basis for retention, and establishing a specific timeline for deletion or destruction once the retention requirement ends. Notification to the Client shall not take place where any law, regulation, or government or regulatory body prohibits such notification to the Client.

15. Records

15.1. RRL will keep detailed, accurate and up-to-date written records regarding any processing of the Personal Data, including but not limited to, the access, control and security of the Personal Data, applicable subcontractors, the processing purposes, categories of processing, any transfers of personal data to a third country and related safeguards, and a general description of the technical and organisational security measures referred to in clause 8.1 (**Records**).

15.2. RRL will ensure that the Records are sufficient to enable the Client to verify the RRL's compliance with its obligations under this DPA and RRL will provide the Client with copies of the Records upon request.

15.3. The Client and RRL must review the information listed in the Annexes to this DPA at least once a year to confirm its current accuracy and update it when required to reflect current practices.

16. Audit. RRL will give the Client and its third-party representatives on reasonable notice, access to all Records and compliance documents and anything else reasonably required for the purpose of inspection and the Data Processor's data processing facilities to audit compliance with this Agreement and Data Protection Legislation.

17. Client Warranty. The Client warrants and represents that RRL's expected use of the Business Data for the Business Purposes and as specifically instructed by the Client will comply with the Data Protection Legislation.

18. Notice

18.1. Any notice from the Client to RRL under or in connection with this DPA must be in writing and delivered to Michelle Pearce by email michelle.pearce@rrlcornwall.co.uk

18.2. Paragraph 18.1 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

Annex 1, Schedule 1 – Data Processing Agreement

Subject matter of the processing

The subject matter of the processing are the services to be provided, as set out in this engagement letter.

Duration of the processing/retention of records

We destroy client files at least six years after we finish advising you but reserve the right to retain files longer in appropriate cases or where the law requires.

Nature and purpose of the processing

The nature and purpose of the data processing is as per our engagement letter

Types of personal data to be processed

Personal data: Names, addresses, dates of birth, telephone numbers, email addresses, employee numbers, national insurance numbers, salaries, pension membership details, bank account details, credit card numbers, tax reference numbers, passport numbers, driving licence numbers and IP addresses.

Categories of data subjects

Categories of data subjects: employees, customers and suppliers.

Obligations and rights of the client (as the data controller)

Your obligations and rights are as set out in this engagement letter.

If you need to contact us about any data protection issue please contact Michelle Pearce by email michelle.pearce@rrlcornwall.co.uk