Standard Terms of Business –July 2023

These Standard Terms of Business should be read alongside our Privacy Notice which is available here.

1 Applicable Law and Interpretation

1.1 Our Engagement Letter and these Standard Terms of Business (together called 'the Retainer Documents') are 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 the Retainer Documents and any matter arising from them and our engagement with you. 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. This does not affect your consumer rights as an individual consumer (where appropriate) and your right to have any dispute to have any dispute heard in the part of the United Kingdom where you are usually resident.

1.2 If any provision in the Retainer Documents is held to be void, then that provision shall be deemed not to form part of our engagement with you and the remainder of the Retainer Documents shall be interpreted as if such provision had never been inserted.

1.3 In the event of any conflict between these Standard Terms of Business, the Privacy Notice and the Engagement Letter, the relevant provision in the Engagement Letter shall take precedence over the Standard Terms of Business and the Privacy Notice.

1.4 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 term 'Partner' is used to refer to a member of RRL LLP. A list of partners is available upon request. 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

1.5 Where we refer in the Retainer Documents or in any communication with you to the term 'partner', we mean a member of RRL LLP or an employee or consultant with equivalent standing. Reference to '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.

1.6 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.

2 Professional obligations

2.1 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 here

2.2 We will observe and act in accordance with the byelaws 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.

2.3 You are responsible for bringing to our attention any errors, omissions or inaccuracies in your returns that you become aware of after the returns have been submitted, in order that we may assist you to make a voluntary disclosure.

2.4 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.

2.5 In addition we will not undertake tax planning which breaches [Professional Conduct in Relation to Taxation](#).

3 Professional indemnity insurance

3.1 In accordance with the disclosure requirements of the Provision of Services Regulations 2009, our professional indemnity insurer can be found here. 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.

4 Investment services

4.1 Since we are not authorised by the Financial Conduct Authority, then if you wish to have advice on investments, we can refer you to someone who is authorised to advise in that respect. We will not be responsible for the advice that they give [see paragraph 22.1 below]. 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.

4.2 Such investment services that we may be able to provide 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:

4.3 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.

4.4 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 ('the Scheme') in respect of exempt regulated activities undertaken. There are time limits in which to make any claim under the Scheme. If you think you want to make a claim under the Scheme, please see [The Institute Of Chartered Accountants In England And Wales (ICAEW.com)]

5 Probate services

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

5.2 A compensation scheme exists to protect you in certain circumstances, in the event that a loss arises in the course of our probate work, and we are unable to compensate you adequately ourselves. The details of the scheme are here [Probate Compensation Scheme arrangements | ICAEW]. There are strict time limits to making a claim under the scheme- claims should be made as soon as you are aware of a loss and within 12 months in any event. **Complaints about our probate services**. We aim always to provide the best service but in the unlikely event that you are unhappy with the service that you receive from us then we would like to know so that we can put things right. To make a complaint about the service you have received then please contact Nick Skerratt on 01872 276116 or nick.skerratt@rrlcornwall.co.uk.

5.3 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 aim to 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 in writing.

5.4 If we do not resolve your complaint about our probate services within 8 weeks, or if you are unhappy with our response, you are free to pursue your complaint with the Legal Ombudsman. There are strict time limits in which to bring complaints before the Legal Ombudsman which we want to make you aware of. Complaints to the Legal Ombudsman should be made within one year of the problem happening, or one year of you becoming aware of the problem (if it took place more than a year ago). In either case you should bring your complaint 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

6 Commissions or other benefits

6.1 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.

6.2 All such commissions or other benefits will be remitted to you unless otherwise agreed in writing 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 HM Revenue & Customs (HMRC) concession which allows VAT to be calculated on the net fee after deduction of the commission.

7 Client monies

7.1 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]. 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.

7.2 Where we are advised in advance that Client money is going to be held by us for over 7 days we will place this 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.

7.3 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.

7.4 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

7.5 Where we hold monies in a designated client account on a third party's behalf, this scheme provides 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.

8 Fees

8.1 Unless otherwise stated in the Retainer Documents, our fees depend, not only upon the time spent on your affairs, but also on the level of skill and responsibility, and the importance and value of the advice that we provide, as well as the level of risk.

8.2 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 that to be the case, or where we have agreed with you that a specific fixed fee will apply to a particular piece of work. Even then, that fixed fee may be subject to conditions as set out in the engagement letter or correspondence relating to the work in question, and any alteration to the work or work done outside those conditions may affect the fee to be charged.

8.3 We may indicate a fixed fee paid in GBP via bank transfer for the provision of specific services or an indicative range of fees for a particular assignment. It is not our practice to identify fixed fees for more than a year ahead, as these need to be reviewed on an ongoing basis. If it becomes apparent to us, due to unforeseen or changing circumstances, that a previously quoted or estimated fee needs to be amended, we reserve the right to notify you of a revised figure or range and to seek your agreement thereto.

8.4 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.

8.5 Any work carried out for you beyond that stated in the Engagement Letter will be subject to additional fees, these will be charged at our normal hourly rates or agreed with you in advance otherwise.

8.6 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.

8.7 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.

8.8 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.

8.9 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. Please also see clause 26 below.

8.10 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. Our fees are exclusive of VAT, which will be added where it is chargeable. Any disbursements we incur on your behalf and expenses incurred while carrying out our work for you will be added to our invoices where appropriate.

8.11 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.8.11 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.

8.12 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.

8.13 Unless otherwise stated in the Retainer Documentation, all expenses, disbursements and Counsel's fees shall be paid for by you on receipt of an invoice, either addressed directly to the professional, organisation or entity who claims such expenses or disbursements, or addressed to us. A non-exhaustive list of such expenses or disbursements includes external translators, travel expenses, courier fees or administrative filing fees.

8.14 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.

8.15 If instructions are terminated either by you or by the Firm, you will 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. Please also see clause 26 below.

8.16 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. Please also see clause 15 below on 'helping us to give you the right service'.

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

8.18 Where we are acting for a limited company or Limited Liability Partnership (LLP), 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.

8.19 In some cases, you may be entitled to assistance with your professional fees, particularly in relation to any investigation into your tax affairs by HMRC. Assistance may be provided through insurance policies or fee protection cover you hold or via membership of a professional or trade body. Other than where such fee protection cover was arranged through us; you will need to advise us of any such insurance or cover that you have. You will remain liable for our fees regardless of whether all or part may be payable by your insurers. We do not accept responsibility for identifying if you benefit from such insurance or fee protection cover where it has not been arranged through us, nor whether it would respond to your circumstances, but are happy to liaise with your insurers if you instruct us so to do.

8.20 You authorise us to settle our agreed fees from any money held on your behalf in the client account. We will usually do so within 21 days after the invoice has been raised and sent to you, unless we hear from you in that period that the invoice is not agreed.

8.21 We reserve the right to charge interest on late-paid invoices at the rate of 8% above the Bank of England base rate under the Late Payment of Commercial Debts (Interest) Act 1998.

8.22 We also reserve the right to charge in full any costs applied by any third-party collection agent we might engage to assist us in collecting payment of fees which are unduly delayed. We will notify you in advance of any appointment of third-party collection agent.

8.23 We reserve the right to suspend our services or to cease to act for you on giving written notice if payment of any fees is unduly delayed. We intend to exercise these rights only where it is fair and reasonable to do so. See also 'Period of Engagement and Disengagement' clause 26 below.

9 Retention of papers

9.1 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 by you 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 the issue of Grant of Probate or Letters of Administration
- 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.

9.2 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 the periods stated at 9.1 above, except documents we decide in our discretion to retain. If you wish us to retain any documents for a longer period, you must inform us in writing. We are not obliged to retain any documents for a longer period than those referred to in 9.1 above unless we agree in writing with you to do so.

9.3 We may agree, at our discretion, to 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, and you agree that we have no liability, for the loss or damage of any item so held.

10 **Reliance on advice and delay, change in facts and law, and implementation of our advice.**

10.1 We will endeavour to record all advice on important matters in writing. Advice given orally is not intended to be relied upon unless confirmed in writing. Therefore, 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.

10.2 However, bear in mind that advice is only valid as at the date it is given. Therefore, if you do not act upon advice given to you promptly, you must revert to us before acting upon that advice to ensure that it is still valid, as changes in law and practice or public policy between the date that the advice was given and the date that you act upon it may affect the outcome and validity of the advice for which we will not be responsible.

10.3 Similarly, if there have been any changes in the facts or circumstances made known to us upon which we have based our advice those changes must be made known to us before you rely upon our advice, as those changes may affect the outcome and validity of the advice for which we will not be responsible.

10.4 We accept no duty of care to update our advice generally once we have given the advice to you.

10.5 We will only assist with implementation of our advice if we are specifically instructed to do so and we agree to do so in writing.

11 Conflicts of interest and independence

11.1 We reserve the right during our engagement with you to deliver services to other clients whose interests might compete with yours or are or may be adverse to yours, subject to the obligations of confidentiality referred to in paragraph 12 below.

11.2 We will notify you as soon as practical 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.

11.3 If there is a conflict in our relationship with you or in our relationship with you and another client that is capable of being addressed successfully by the adoption of suitable safeguards to protect your interests, then we will adopt those safeguards.

11.4 Where conflicts are identified which cannot be managed in a way that protects your interests, then we regret that we will be unable to provide further services.

11.5 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 averse to yours, subject, of course, to our obligations of confidentiality and the safeguards set out in the paragraph on confidentiality below.

12 Confidentiality

12.1 Communication between us is confidential. We shall take all reasonable steps not to disclose your information except where we are required to do so or as set out in our privacy notice.

12.2 Unless we are authorised by you to disclose information on your behalf, this undertaking will apply during and after this engagement.

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

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

12.5 Safeguards may include measures such as separate teams, physical separation of teams and separate arrangements for storage of, and access to, information.

12.6 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.

12.7 We may, on occasions, subcontract work on your affairs to other tax or accounting professionals. We will only do so on the basis that any persons to whom we subcontract work are bound by our client confidentiality and security terms.

12.8 If we use external or cloud-based systems, we will take all reasonable steps to ensure that the confidentiality of your information is maintained.

13 Quality control

13.1 As part of our ongoing commitment to providing a high-quality service, our files are periodically subject to an independent regulatory or quality review. Our reviewers are highly experienced and professional people and are, of course, bound by the same requirements of confidentiality as our partners, employees, staff and others who work on your matters under our control.

14 Dealing with HM Revenue & Customs (HMRC)

14.1 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.

14.2 We will take account of the steps and checks suggested by HMRC in their 'Agent Toolkits'. While use of the Toolkits is voluntary, we will take all reasonable steps to 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. Please also see paragraph 22 which limits our liability in the event that you provide us with incorrect information, and paragraph 2 which relates to Professional Conduct in Relation to Tax.

15 Help us to give you the right service.

15.1 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 (nick.skerratt@rrlcornwall.co.uk), or Steve Maggs (steve.maggs@rrlcornwall.co.uk) (in the event that Nick Skerratt is your engagement partner) via email or on 01872 276116.

15.2 We undertake to look into any complaint carefully and promptly and do all we can to explain the position to you. We aim to 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

15.3 We reserve the right to refer any complaints that cannot be resolved by our internal processes to the ICAEW conciliation process in order to resolve matters amicably if possible. See here for more information on this process.

16 Electronic and other communications

16.1 We will communicate with you and with any third parties you instruct us to communicate with via email or by other electronic means.

16.2 The recipient is responsible for virus-checking emails and any attachments. We will not usually share personal or commercially sensitive material by way of unencrypted email attachment, although we can do so if that is your preference, and you provide specific instruction to us to do so in writing.

16.3 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.

16.4 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 us by post are fake and we accept no liability for any loss caused to you through you accepting such communications as genuine. Similarly, always give us by hand or by post (as well as by email) details of your bank account.

16.5 It is the responsibility of the recipient to carry out a virus, cyber risk or authenticity check on any attachments received.

16.6 With electronic communication there is a risk of non-receipt, delayed receipt, inadvertent misdirection or interception by third parties. We use software and IT network infrastructure 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.

16.7 Any communication by us with you sent through the post or other mail system 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.

16.8 When accessing information held electronically by HMRC, we may have access to more information than we need. We will only access such records as are reasonably required to carry out the services we are instructed to perform as set out in the Retainer Documents.

16.9 You are required to always keep us up to date with accurate contact details. This is important to ensure that communications and papers are not sent to the incorrect address. We do not accept any responsibility for losses arising as a result of delays caused by you failing to keep us up to date with your current postal and email addresses.

17 Direct Marketing

17.1 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.

17.2 For more information on how we use personal data for the purpose of direct marketing, please see our Privacy Policy available here.

18 Data Protection

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

18.2 You and we 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 to these Terms of Business.

19 Client identification

19.1 As with other professional services firms, we are required to identify and verify our clients for the purposes of the UK anti-money laundering legislation. Save in exceptional circumstances, we cannot start the services until this requirement has been met. We may request from you, and retain, such information and documentation as we require for these purposes and/or make searches of appropriate databases including ID verification software.

19.2 If you are undertaking 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 must inform us**.

20 International work

20.1 Financial Institutions are required under legislation to comply with international agreements to improve tax compliance which may get updated from time to time. They may also be required to comply with reporting obligations in relation to: - 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) and others.

20.2 Under the legislation or regulations, Financial Institutions may be 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 any such requirements for those trusts for which it provides a corporate trustee service.

20.4 Other Financial Institutions will require their clients to verify their tax residence in order to comply with relevant legislative and regulatory requirements.

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 any legislation or regulatory requirements.

20.6 Further and up to date information about any such legislation or regulatory requirements may be obtained on HMRC, OECD and IRS websites.

21 Bribery Act

In common with all businesses, we are required to comply with the Bribery Act 2010. We have a policy to conduct all of our business (whether in the UK or abroad) in an honest and ethical manner and take a zero-tolerance approach to bribery and corruption. We have implemented proportionate risk-based procedures designed to consider the likelihood of bribery when engaging with our clients and other third parties.

22 Limitation of Liability

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

22.1 Exclusion of liability for loss caused by others.

We will not be liable if such losses, penalties, interest or additional tax liabilities are caused by the acts or omissions of any other person or due to the provision to us of incomplete, misleading or false information, or if they are caused by a failure to act on our advice or a failure to provide us with relevant information.

Where we refer you to another firm whom you engage with directly, we accept no responsibility in relation to their work and will not be liable for any loss caused by them.

22.2 Exclusion of liability in relation to circumstances beyond our control

We will not be liable to you for any delay or failure to perform our obligations under this engagement letter if the delay or failure is caused by circumstances outside our reasonable control. Please see clause 27 'Force Majeure' for more details.

22.3 Exclusion of liability relating to non-disclosure or misrepresentation

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

This exclusion shall not apply where such misrepresentation, withholding or concealment is or should (in carrying out the procedures that we have agreed to perform with reasonable care and skill) have been evident to us without further enquiry beyond that which it would have been reasonable for us to have carried out in the circumstances.

22.4 *Exclusion of liability for delay in provision of information or failure to provide accurate and complete information.*

If you, or any party on your behalf, fails to provide information to us by the deadlines requested by us, or does not provide us with full and accurate information by those deadlines, we shall not be responsible for any losses arising as a result of any subsequent failure by us to meet any filing or other dates on your behalf, for example, completion of your accounts or tax returns, even if the information is provided by you prior to such filing dates.

22.5 *Exclusion for liability for use of advice for a purpose other than that for which it was provided*.

We shall not be liable for any losses arising if the advice we provide to you is used by you (or any other party we have agreed may rely on our advice) for any purpose other than that for which the advice is specifically agreed to be provided by us.

22.5 *Apportionment of liability where we act with other advisers in relation to the same transaction*.

Where we are appointed to act for you along with other advisers, we shall only be liable to you for the proportion of the damages suffered by you calculated by reference to the fee (excluding disbursements and expenses incurred) charged by us in relation to the transaction in proportion to the overall fees charged in relation to the transaction. Therefore, if we charge fees of £10,000 and the overall fees in charged by all advisors in relation to the transaction total £50,000 (all fees to be considered exclusive of VAT) then we shall only be liable to you for 20% of any losses suffered by you in relation to the transaction.

22.6 *Limitation of aggregate liability*

Unless otherwise stated in the engagement letter the total aggregate amount of our liability (including that of any individual, firm, company or LLP, its principals, partners, directors or members, subcontractors, consultants, employees and agents- including any former principal, partner, director, member, subcontractor, consultant, employee and agent) to all persons to whom the engagement letter is addressed and also any other person that we have agreed with you may rely on our work, arising out of or in connection with this Agreement **shall be capped at GBP £2,500,000 (Two million five hundred thousand pounds),** save where such liability cannot be limited under applicable law.

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

By engaging with us, you agree that any claim arising from this retainer will only be brought against us and not against any of our principals, partners, directors, members, employees, subcontractors, consultants or agents (or former principles, partners, directors, members, employees, subcontractors, consultants, or agents) on a personal basis.

23 Limitation of Third Party rights

23.1 The advice and information we provide to you as part of our services is for your sole use and not for any third party to whom you may communicate it unless we have expressly agreed in the Engagement Letter that a specified third party may rely on our work. We accept no responsibility to third parties, including any group company to whom the Engagement Letter is not addressed, for any advice, information or material produced as part of our work for you that 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.

23.2 You agree to indemnify us (and any persons to whom we have subcontracted work on your behalf) in full in the event that any claim is brought against us (including any claim for negligence) for any loss arising to us as a result of any unauthorised disclosure by you of our advice or work provided to you under this retainer whether in writing or otherwise. This indemnity will extend to the cost of investigating and defending any such claim, including payment of our fees at our usual hourly rates for any time that we spend for so doing, as well as any costs (including legal costs) at the full indemnity rate.

23.3 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.

24 Intellectual property rights and use of our name

24.1 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 or we agree in writing specifically otherwise with you. You may only use such rights to the extent we agree in writing in our Retainer Documents and may not resell or sublicense such rights without our further prior consent.

24.2 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.

25 Internal disputes within a client

25.1 If we become aware of a dispute between the parties who own or are in some way involved in the ownership and management of a business client, (or where we are instructed by two non-business clients – for example two family members) it should be noted that we would not provide information or services to one party without the express knowledge and permission of all parties.

25.2 Unless otherwise agreed by all parties for whom we act, we will continue to supply information to the address and contact details set out in the applicable engagement letter. If conflicting advice, information or instructions are received from different individuals, whether that be directors/principals in the business, (or different family members for example) we will refer the matter back to the board of directors/the partnership/the LLP/ the family as appropriate and will take no further action until those parties provide us with unilateral instructions as to the action to be taken or provide us with unilateral, non-conflicting advice or information.

25.3 If no such unilateral advice, information or instructions are provided within a period that we consider to be reasonable, then we may terminate the retainer, see clause 26 below.

26 Period of Engagement and Disengagement

26.1 Unless otherwise agreed in the Engagement Letter, our work will begin when you agree the terms of our Engagement Letter. Except as stated in that letter, we will not be responsible for periods before that date.

26.2 Each of us may terminate the retainer by giving not less than 21 days' notice in writing to the other party, such notice can be given by us to you by email, and by you to us by email to the partner or manager with whom you normally correspond or to Steve Maggs (steve.maggs@rrlcornwall.co.uk).

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

26.4 We may be required to terminate the retainer with you immediately where we have identified a conflict which cannot be resolved (see clause 11 ‘conflicts’ above), where you fail to cooperate with us, or we have reason to believe that you have provided us or HMRC with misleading information or for other legal or regulatory reasons.

26.5 If you engage us for a one-off piece of work (for example advice on a one-off transaction or preparation of a tax return for one year only) the retainer ceases as soon as that work is completed. The date of completion of the work is taken to be the termination date and we will owe you no duties and we will not undertake further work beyond that date.

26.6 Should we resign from the retainer included within the Retainer Documents, or if our retainer is ended for any reason other than the expected completion of the work included within the retainer then we will normally choose to issue a disengagement letter to ensure that our respective responsibilities are clear.

26.7 Any disengagement letter will be sent by us to you at the address that you have given to us and may be sent by email, if you have authorised us to communicate with you by email. Once we have issued a disengagement letter to you, we will owe you no further duties in relation to the retainer, including any duties to advise you of future deadlines or changes in law or practice that may affect your position.

26.8 We may choose to terminate the retainer with you in the following circumstances: -

1. If we have had no contact with you for a period of 3 months or any period which makes it difficult or impossible for us to carry out the work envisaged under the retainer.

2. If you fail to give us instructions when requested, or give us inconsistent or incomplete instructions, which make it difficult or impossible for us to carry out the work envisaged under the retainer. See also clause 25 ‘disputes within a client’ above.

3. If you have not paid our invoices and they remain outstanding for a period of 3 months. See also ‘fees and payment terms’ in clause 8 above.

26.9 Where recurring work is agreed (for example ongoing compliance work such as the completion of annual tax returns) the engagement ceases on the relevant date in relation to the termination as set out above. Unless immediate termination applies, in practice this means that the relevant termination date is:

- 21 days after the date of notice of termination; or
- A later agreed date.

26.10 We reserve the right following termination for any reason to destroy any of your documents that we have not been able to return to you after a period of six months unless other laws or regulations require otherwise. We may choose to retain documents for our own purposes, but you should not rely on us deciding to do so.

26.11 Subject to the provisions of clause 8.6 above, (‘lien’) on termination of the retainer between us, you may appoint a new adviser. Where a new adviser requests professional clearance and handover information, we reserve the right to charge you a reasonable fee for the provision of handover information and will require your consent to provide information and documentation before responding to the request. See also clause 8 for fees and payment terms.

27 Force Majeure

We shall be released from our obligations and all monies due and owing to us (including any work in progress) shall be payable to us in the event of any circumstance not within our reasonable control which prevents us from carrying out the retainer, including, without limitation: -

(1) acts of God, flood, drought, earthquake or other natural disaster
(2) epidemic or pandemic
(3) national emergency, terrorist attack, civil war, sanctions or embargo
(4) nuclear, chemical or biological contamination or sonic boom
(5) collapse of buildings fire explosion or accident
(6) any labour or trade dispute, strikes, industrial action or lockouts,
(7) interruption or failure of utility service.

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