

Schedule of additional services

Furlough Grant Claim Services

This schedule should be read in conjunction with our existing engagement letter and the associated terms of business. This schedule does not replace the existing engagement letter or schedule of payroll services but should be read in addition to them. A copy of our current terms of business is appended to this schedule.

1. OUR RESPONSIBILITIES AND SCOPE IN APPLYING FOR THE GRANT UNDER THE CORONAVIRUS JOB RETENTION SCHEME

1.1. Access to the HMRC portal

1.1.1. We will access the HMRC portal designed to make claims for the coronavirus job retention scheme grant ('the grant') on your behalf as it becomes available.

1.1.2. You authorise us to do this on your behalf.

1.1.3. Where we do not have existing authority to act on your behalf in respect of PAYE services you will need to authorise us as an agent. We will initiate this by requesting an authentication code from HMRC which will be sent to you and you will need to forward to us once received. We are unable to advise on how quickly HMRC will issue an authorisation code which may delay your application.

1.2. Applying for the grant

1.2.1. You will calculate the amount that can be claimed for each individual employee being furloughed on the basis of their regular wage/reference pay according to the most recent guidance available from HMRC at the time of the claim being entered into the HMRC portal. We will keep detailed records of how this calculation has been made.

1.2.2. Where fewer than 100 employees are being furloughed, we will enter the required information for each individual employee into the HMRC portal to make a claim for the grant.

1.2.3. Where more than 100 employees are being furloughed, we will upload a file to the portal that includes each employee's national insurance number, claim period and claim amount.

1.2.4. We will ensure that the 'regular wage/reference pay' amount calculated for each employee is entered correctly into the HMRC portal based on the information provided to us by you in conjunction with any payroll records for the employees that we currently hold on our systems.

1.3. **Changes in the law, in practice or in public policy**

- 1.3.1. We will not accept responsibility if you act on advice given by us on an earlier occasion without first confirming with us that the advice is still valid in the light of any change in the law, practice, public policy or in your circumstances.
- 1.3.2. 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.

2. **YOUR RESPONSIBILITIES TO FACILITATE A CLAIM UNDER THE CORONAVIRUS JOB RETENTION SCHEME**

2.1. You will need to provide us with the following information and/or confirm the information we currently hold is up to date and accurate:

- your employer PAYE reference number
- the number of employees being furloughed
- National Insurance Numbers for the furloughed employees
- names of the furloughed employees
- payroll/employee number for the furloughed employees
- your Self-Assessment Unique Taxpayer Reference or Corporation Tax Unique Taxpayer Reference or Company Registration Number
- the claim period (start and end date)
- normal gross pay
- whether or not enrolled in pension scheme
- the name on your bank account
- your bank account number and sort code
- your contact name
- your phone number

We have provided you with a spreadsheet to assist in the collation of these required details.

2.2. It is imperative that bank details supplied to us for entry into the HMRC portal are correct. You should check the accuracy of the details provided or provide a copy of suitable documentation that can be used to validate the bank details. We will not be responsible for funds not being received where bank details have been supplied incorrectly.

2.3. Grant funds will be issued directly by HMRC into the business bank account. You are responsible for paying your furloughed employees at least the amount of the grant received.

2.4. You must inform us if the status of any furloughed employee changes, for example their furlough period is extended or if they return to work sooner and their furlough period comes to an end. If conditions of the scheme are breached grant funds received may need to be returned to HMRC. Please refer to government guidance for further information: <https://www.gov.uk/guidance/claim-for-wage-costs-through-the-coronavirus-job-retention-scheme>

- 2.5. You are responsible for ensuring that furloughed staff receive at least 80% of their regular wage/reference pay up to the monthly cap of £2,500. Deductions such as administration charges from this amount are not permitted.
- 2.6. Even though you are engaging us to help you make a grant claim for furloughed employees via the HMRC portal on your behalf, you are legally responsible for ensuring that the data in your grant claim submissions is correct and complete. You agree that claims are being submitted on the basis of information submitted to us.
- 2.7. You are no less responsible for errors in unapproved submissions, submitted on the basis of the information provided to and processed by us, than if you had confirmed your approval of the submission.
- 2.8. You will forward to us any communications received from HMRC, in sufficient time to enable us to deal with them as may be necessary within the requisite time limits. It is essential that you let us have copies of any correspondence received, because HMRC are not obliged to send us copies of communications issued to you and, in most cases, will not do so.
- 2.9. If the information required (see 2.1) to complete the submission on the HMRC portal set out above is received later than the agreed with us, we will still endeavour to process the claim to meet the filing deadlines; but we will not be liable for any costs or other losses arising if the claim is late or the returns are filed late in these circumstances.
- 2.10. To enable us to carry out our work, you agree that all information to be delivered online is submitted on the basis of full disclosure.

JC PAYROLL SERVICES LIMITED TERMS OF BUSINESS

1 Definitions

1.1 In these Terms of Business the following terms shall have the following meanings:

1.1.1	"Agreement"	Means the Engagement Letter and these Terms of Business.
1.1.2	"Client Personal Data"	Means any Personal Data provided to us by you, or on your behalf, for the purpose of providing our Services to you, pursuant to our Engagement Letter with you.
1.1.3	"Data Protection Legislation"	Means all applicable privacy and data protection legislation and regulations including PECR, the GDPR and any applicable national laws, regulations and secondary legislation in the UK relating to the Processing of Personal Data and the privacy of electronic communications, as amended, replaced or updated from time to time.
1.1.4	"Engagement Letter"	Means the letter provided by us to you confirming the scope of the Services and to be signed by you.
1.1.5	"GDPR"	Means the General Data Protection Regulation ((EU) 2016/679).
1.1.6	"Intellectual Property Rights"	Means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, domain names and all similar rights and, in each case: <ul style="list-style-type: none"> (a) Whether registered or not; (b) Including any applications to protect or register such rights; (c) Including all renewals and extensions of such rights or applications; (d) Whether vested, contingent or future; (e) To which the relevant party is or may be entitled; and (f) In whichever part of the world existing.
1.1.7	"JC Payroll Services Limited"	Means the trading name of JC Payroll Services Limited, a Limited Company (04964449) registered in England and Wales. Our statutory registers can be viewed at our registered office address which is situated at 2 Communications Road, Greenham Business Park, Greenham, Newbury, RG19 6AB. JC Payroll Services Limited is a wholly owned subsidiary of James Cowper LLP (OC341068)
1.1.8	"JCK Materials"	Means any documentation, descriptive matter or advertising relating to the Services that are provided to you during the course of the provision of the Services.
1.1.9	"PECR"	Means the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003).
1.1.10	"Services"	Means the services set out in the Engagement Letter and to be performed by us for you.
1.1.11	"Terms of Business"	Means the terms and conditions contained in this document.

2 Application of Terms of Business

- 2.1 These Terms of Business apply to and form part of the Agreement between us and you, in respect of our provision of the Services, and supersede any previously issued terms of business.
- 2.2 No terms or conditions endorsed on, delivered with, or contained in your purchase conditions, order, confirmation of order, specification or other document shall form part of the Agreement except to the extent that we otherwise agree in the Engagement Letter.
- 2.3 No variation of or to the Engagement Letter shall be binding unless expressly agreed between the parties in writing.
- 2.4 We reserve the right to vary our Terms of Business from time to time. No variation of or to the Terms of Business shall be binding unless notified to you.

3 Quality of Services

- 3.1 We aim to provide you with a fully satisfactory service in respect of the Services and your engagement partner will seek to ensure that this is so.
- 3.2 If, however, you are unable to address any difficulty through him/her and his/her team please contact our Chairman, Nick Rogers. We endeavour look into any complaint carefully and promptly and to do all we can to explain the position to you.
- 3.3 Details of our Professional Indemnity Insurance can be found on our website at www.jamescowperkreston.co.uk/terms-and-conditions.
- 3.4 We will observe and act in accordance with the bye-laws, regulations and Code of Ethics of the ICAEW and accept instructions to act for you on this basis. In particular you give us the authority to correct errors made by HMRC 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. You can see copies of these requirements in our offices. The requirements are also available on the internet at www.icaew.com/regulations.

4 Fees

- 4.1 Our fees set out in the Engagement Letter and are subject to annual review (usually in February each year based upon headcount). The billing frequency is monthly unless otherwise agreed.
- 4.2 If it is necessary to carry out work outside of the scope set out in our Engagement Letter, such work will attract additional fees. Accordingly you agree to ensure that your records and any necessary documentation required by us to provide the Services are accurate and completed in accordance with any relevant time schedule.
- 4.3 Our invoices will be due for payment within 30 days of issue unless covered by a standing order for payment. Our fees are exclusive of VAT which will be added where it is chargeable. Any disbursements we incur on your behalf, and out of pocket expenses incurred in the course of carrying out our work for you, will be added to our invoices where appropriate.
- 4.4 Interest may be charged on all overdue debts at the rate for the time being applicable under the Late Payment of Commercial Debts (Interest) Act 1998, or 5% per annum, whichever is the higher.
- 4.5 Any dispute in respect of any of our fees quoted or any invoices raised must be brought to our attention within 14 days of such fees being quoted/invoiced, otherwise you acknowledge that you agree to such fees.
- 4.6 Where you and another individual or business are together our clients, you are each liable to pay the full amount of our fees, regardless of any arrangement you may have between you. If a client company, trust or other entity is unable or unwilling to pay our fees then the company's directors, parent company or individuals giving us instructions on behalf of that client are jointly and severally liable for the payment of our fees.
- 4.7 In some circumstances we may receive commissions or other benefits for introductions to other professionals or in respect of transactions which we arrange for you. If this happens, we will notify you in writing of the amount and terms of payment and receipt of any such commissions or benefits. The same will apply if the payment is made to, or the transactions are arranged by, a person or business connected with ours.

5 Client Monies

- 5.1 We may, from time to time, hold money on your behalf. Such money will be held in trust in a client bank account, which is segregated from the firm's funds. The account will be operated, and all funds dealt with, in accordance with the Clients' Money Regulations of the ICAEW.
- 5.2 Should you wish to place funds in our client account you must tell us in advance. Details of our client account will be provided to you by your engagement partner, by telephone, on request. Any subsequent changes to the details of our client account will be communicated to you by your engagement partner or our finance team, by telephone. Any changes notified to you in any other way may be fraudulent and should be disregarded. For the avoidance of doubt, we do not take responsibility for any loss you may suffer by paying funds into any other accounts.
- 5.3 In order to avoid excessive administration, interest will not be paid on any funds held by us, except as set out in clause 5.4 below.
- 5.4 If the total sum of money held on your behalf exceeds £10,000 for a period of more than 30 days, or such sum is likely to be held for more than 30 days, then the money will be placed in a separate interest-bearing client bank account designated to you. All interest earned on such money will be paid to you. Subject to any tax legislation, interest will be paid gross.
- 5.5 We will return monies held on your behalf promptly as soon as there is no longer any reason to retain those funds. If any funds remain in our client account that are unclaimed and the client to which they relate has remained untraced for five years or we as a firm cease to practise then we may pay those monies to a registered charity.

6 Investment Advice – Exempt Regulated Activities

- 6.1 Although we are not authorised by the Financial Conduct Authority ("**FCA**") to provide investment advice, we are through our parent James Cowper LLP licensed by the ICAEW to provide certain limited investment services where these are complementary to, or arise out of, the professional Services we are providing to you.
- 6.2 Such assistance may include the following:
 - 6.2.1 Advising you on investments generally, but not recommending a particular investment or type of investment;
 - 6.2.2 Referring you to a Permitted Third Party ("**PTP**") (a firm authorised by the FCA) and assisting you and the PTP during the course of any advice given by that party. This may include comment on, or explanation of, the advice received (but we will not make alternative recommendations). The PTP will issue you with their own terms and conditions letter, will be remunerated separately for their services and will take full responsibility for compliance with the requirements of the Financial Services and Markets Act 2000. We may receive commission from such an introduction, in which case clause 4.7 shall apply to such circumstances;
 - 6.2.3 Advising on the sale of a contractually based investment other than disposing of any rights or interests which you may have as a member of a personal pension scheme;
 - 6.2.4 Advising and assisting you in transactions concerning shares or other securities not quoted on a recognised exchange; or
 - 6.2.5 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.
- 6.3 We may also, on the understanding that the shares or other securities of the company are not publicly traded:
 - 6.3.1 Advise the company, existing or prospective shareholders in relation to exercising rights, taking benefits or share options valuation and methods;
 - 6.3.2 Arrange any agreements in connection with the issue, sale or transfer of the company's shares or other securities;
 - 6.3.3 Arrange for the issue of the new shares; or
 - 6.3.4 Act as the addressee, for example, to receive confirmation of acceptance of offer documents.

- 6.4 In respect of insurance mediation activities, we are not authorised by the FCA. However, we are included on the register maintained by the FCA so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the ICAEW. The register can be accessed via the FCA website at www.fca.org.uk/register.
- 6.5 If you are dissatisfied in any way with our services described in this section, you should follow the procedures set out in clause 3 above. 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.

7 Custody Services

- 7.1 Where we provide custody of title documents belonging to you, we:
- 7.1.1 Will charge for such Services separately from our other fees;
 - 7.1.2 Will provide you with periodic statements or records of title documents;
 - 7.1.3 May appoint sub-custodians to undertake arrangements for the custody of your title documents; and
 - 7.1.4 Will reimburse you for any losses of investments due to fraud, wilful default or negligence arising from our activities.

8 Data Protection

- 8.1 In these Terms of Business, "**Controller**", "**Data Subject**", "**Personal Data**", "**Personal Data Breach**", "**Processor**", "**Process**" and "**Supervisory Authority**" shall have the meanings given to them in the Data Protection Legislation.
- 8.2 You and we each agree to comply with all applicable requirements of the Data Protection Legislation in relation to the relationship between us. This clause 8 is in addition to, and does not relieve, remove or replace, either of our respective obligations under the Data Protection Legislation.
- 8.3 We both acknowledge that, for the purposes of the Data Protection Legislation, where we act for you there may be circumstances where you are the Controller and we are the Processor. There may also be circumstances where each of us acts as Controllers in relation to Personal Data.
- 8.4 You shall only disclose Client Personal Data to us where:
- 8.4.1 You have provided the necessary information to the relevant Data Subjects regarding its use (and you may use or refer to our privacy notice available at <https://www.jcpayroll.co.uk/privacy-policy/>);
 - 8.4.2 You have a lawful basis upon which to do so, which, in the absence of any other lawful basis, shall be with the relevant Data Subject's consent; and
 - 8.4.3 You have complied with the necessary requirements under the Data Protection Legislation to enable you to do so.
- 8.5 Where we are a Processor of Personal Data for which you are Controller, we shall only Process the Client Personal Data:
- 8.5.1 In order to provide our Services to you and perform any other obligations in accordance with our engagement with you;
 - 8.5.2 In order to comply with our legal or regulatory obligations; and
 - 8.5.3 Where it is necessary for the purposes of our legitimate interests and those interests are not overridden by the Data Subjects' own privacy rights. Our privacy notice (available at <https://www.jcpayroll.co.uk/privacy-policy/>) contains further details as to how we may Process Client Personal Data.
- 8.6 Where we are Processors, Schedule 1 to these Terms of Business sets out the scope, nature and purpose of the Processing we may carry out in relation to the Client Personal Data, the duration of the Processing and the types of Client Personal Data and categories of Data Subject.
- 8.7 In respect of the Client Personal Data, unless otherwise required by applicable laws or other regulatory requirements, where we are Processors, we shall:

- 8.7.1 Process the Client Personal Data only in accordance with Schedule 1 and your further lawful written instructions, in order to provide you with the Services pursuant to our Engagement Letter setting out our engagement with you and in accordance with applicable Data Protection Legislation;
 - 8.7.2 Disclose and transfer the Client Personal Data to members of our firm's network, our regulatory bodies or other third parties (for example, our professional advisors or service providers) to the extent necessary in order to provide you with the Services pursuant to our Engagement Letter setting out our engagement with you as detailed in our Privacy Policy;
 - 8.7.3 Disclose the Client Personal Data to courts, government agencies and other third parties to the extent required by law;
 - 8.7.4 Maintain written records of our Processing activities performed on your behalf which shall include:
 - 8.7.4.1 The categories of Processing activities performed;
 - 8.7.4.2 Details of any cross border data transfers outside of the European Economic Area ("EEA"); and
 - 8.7.4.3 A description of security measures implemented in respect of the Client Personal Data.
 - 8.7.5 Maintain commercially reasonable and appropriate security measures, taking into account the state of technical development and the nature of Processing, including appropriate administrative, physical and technical safeguards, to protect against unauthorised or unlawful Processing of any Client Personal Data and against accidental loss or destruction of, or damage to, such Client Personal Data;
 - 8.7.6 Return or delete all the Client Personal Data upon the termination of the engagement with you pursuant to which we agreed to provide the Services, unless we are required to keep any such Client Personal Data by law (in which case we will inform you of this fact);
 - 8.7.7 Ensure that only those personnel who need to have access to the Client Personal Data are granted access to it and that all of the personnel authorised to Process the Client Personal Data are bound by a duty of confidentiality;
 - 8.7.8 Ensure any sub-processor we may use to Process any Client Personal Data is bound by processing terms corresponding with those set out in this clause 8;
 - 8.7.9 Where we transfer the Client Personal Data to a country or territory outside the EEA to do so in accordance with Data Protection Legislation and our Privacy Policy; and
 - 8.7.10 Notify you promptly if:
 - 8.7.10.1 Without prejudice to clause 8.2, we believe that any instruction received from you is likely to infringe the Data Protection Legislation and in such circumstances we shall be entitled to cease to provide the relevant Services until we both have agreed appropriate amended instructions which are not infringing;
 - 8.7.10.2 We receive a request, complaint or any adverse correspondence from or on behalf of a relevant Data Subject, to exercise their Data Subject rights under the Data Protection Legislation;
 - 8.7.10.3 We are served with an information or assessment notice, or receive any other material communication in respect of our Processing of the Client Personal Data from a Supervisory Authority (for example in the UK, the Information Commissioner's Office); or
 - 8.7.10.4 We reasonably believe that there has been any incident which resulted in the accidental or unauthorised access to, or destruction, loss, unauthorised disclosure or alteration of, the Client Personal Data.
- 8.8 Where we are the Controller in respect of the Client Personal Data:
- 8.8.1 For the purpose of providing our Services to you, pursuant to our Engagement Letter, we shall Process the Client Personal Data in accordance with our Privacy Policy and accordingly we may disclose the Client Personal Data to members of our firm's network, our regulatory bodies or other third parties (for example, our professional advisors or service providers). The third parties to whom we disclose such Personal Data may be located outside of the EEA. We will only disclose Client Personal Data to a third party (including a third party outside of the EEA) provided that the transfer is undertaken in compliance with the Data Protection Legislation;

- 8.8.2 We may transfer your Personal Data to other professional organisations in countries outside the EEA which do not have the level of data protection as the UK. We will only do this when appropriate, for example when we work with foreign professionals on your behalf to provide you with certain Services, or where we provide the Personal Data at your request. We will ensure your Personal Data is properly protected at all times.
- 8.9 We may disclose the Client Personal Data to other third parties in the context of a possible sale, merger, restructuring or financing of or investment in our business. In this event we will take appropriate measures to ensure that the security of the Client Personal Data continues to be ensured in accordance with Data Protection Legislation. If a change happens to our business, then the new owners may use our Client Personal Data in the same way as set out in these Terms of Business.
- 8.10 Upon the reasonable request of the other, we shall each co-operate with the other and take such reasonable commercial steps or provide such information as is necessary to enable each of us to comply with the Data Protection Legislation in respect of the Services provided to you in accordance with our Engagement Letter with you in relation to those Services.

9 Records (Retention & Access)

- 9.1 During the course of providing the Services we will collect information from you and others acting on your behalf and will return any original documents to you following the completion of the relevant Services.
- 9.2 Whilst certain documents may legally belong to you, we intend to destroy correspondence and other papers that we store which are more than seven years old, other than documents which we consider to be of continuing significance. If you require retention of any document you must notify us of that fact in writing.
- 9.3 Our files may be subject to inspection by professional bodies, other regulators or professional external reviewers who we may voluntarily appoint to review our files for quality control purposes. We will provide officials and representatives of such bodies with information and explanations that they may reasonably require in accordance with their rights and powers. Such inspectors will be bound by the same requirements for confidentiality as our partners and staff.
- 9.4 Where our parent, James Cowper LLP (trading as James Cowper Kreston), carries out the preparation of 'other' services on your behalf, we will provide the data held and processed by us to James Cowper LLP on your behalf in order that they can facilitate the preparation of personal and corporate tax returns; management accounts and statutory financial statements as well as the carrying out of audit where you have retained them to carry out such tasks. If you would prefer for us not to do this please let us know.

10 Client Identification

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

11 Intellectual Property Rights

- 11.1 We will retain all Intellectual Property Rights in any document prepared by us during the course of the provision of the Services, except where the law specifically states otherwise, and all Intellectual Property Rights in or arising out of or in connection with the Services or the JCK Materials shall be owned by us. We hereby grant you a non-exclusive licence for the use of the Intellectual Property Rights in or arising out of or in connection with the Services or the JCK Materials for the purposes of us providing the Services to you.
- 11.2 You acknowledge that, in respect of any third party Intellectual Property Rights arising out of or in connection with the Services, your use of any such Intellectual Property Rights is conditional on us obtaining a written licence from the relevant licensor on such terms as will entitle us to license the use of such rights to you.
- 11.3 All JCK Materials are our exclusive property.

12 Limitation of Liability

- 12.1 The extent of the parties' liability under or in connection with the Agreement (regardless as to whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation), except in respect of any Services relating to audits, including statutory audits, shall be as set out in this clause 12.
- 12.2 Our total liability (including any legal and other costs and interest payable) shall not exceed the sum of £20,000,000.
- 12.3 Notwithstanding any other provision of the Agreement, the liability of the parties shall not be limited in any way in respect of the following:
 - 12.3.1 Death or personal injury caused by negligence;
 - 12.3.2 Fraud or fraudulent misrepresentation;
 - 12.3.3 Any other losses which cannot be excluded or limited by applicable law;
 - 12.3.4 Any losses caused by wilful misconduct.
- 12.4 In respect of all Services our liability is to be limited as follows:
 - 12.4.1 To the fullest extent permitted by law, we will not be responsible for any losses where you or others supply incorrect or incomplete information, or fail to supply any relevant or appropriate information, or where you fail to act on our advice or respond promptly to communications from us;
 - 12.4.2 Subject to clause 12.2, in the event that a claim for negligence shall arise against us our liability (including any legal and other costs and interest payable) in respect thereof shall be limited to:
 - 12.4.2.1 In respect of Services relating to a particular transaction, to the value of the transaction in question;
 - 12.4.2.2 In respect of other services, to an amount of fifty times our fees for the Service to which the claim relates;
 - 12.4.3 We acknowledge that the limit in respect of our total aggregate liability will not apply to any acts, omissions or representations that are in any way criminal, dishonest or fraudulent on the part of JC Payroll Services Limited, its Directors or staff.

13 Restrictive Covenant

- 13.1 You agree that throughout the term of our engagement and for a period of 3 months thereafter whether by yourself, your officers, employees, agents or otherwise you shall not howsoever directly or indirectly:
 - 13.1.1 Entice or solicit away from us any person who was during that period an employee, sub-contractor or agent of ours with whom your officers or senior employees have throughout the term of the engagement had material dealings;
 - 13.1.2 Offer alternative employment or otherwise engage any employee, sub-contractor or agent of ours in the same capacity or a similar capacity to that under which they are employed or engaged by us with whom you, your officers or senior employees have had material dealings throughout the period of engagement.
- 13.2 Without prejudice to this clause 13 we may at our absolute discretion agree to waive the restrictions set out in clause 13.1 where you have agreed to pay to us (by way of liquidated damages) a sum of not less than 25% (plus VAT where applicable) of the employee, sub-contractors or agents then current annual salary/fee and/or the agency or other fees paid by us for such personnel supplied during the provision of the engagement together with any additional benefits or sums paid by us.

14 Termination

- 14.1 We may terminate the Agreement at any time by giving notice in writing to you if:
 - 14.1.1 You commit a material breach of the Agreement and such breach is not remediable;

- 14.1.2 You commit a material breach of the Agreement which is not remedied within 14 days of receiving written notice of such breach;
 - 14.1.3 You fail to pay any amount due under the Agreement on the due date and such amount remains unpaid within 30 days after we give notification that the payment is overdue; or
 - 14.1.4 Any consent, licence or authorisation held by you is revoked or modified such that you are no longer able to comply with your obligations under the Agreement or receive any benefit to which you are entitled.
- 14.2 We may terminate the Agreement by giving 3 months' notice in writing to you.
- 14.3 You may terminate the Agreement at any time, subject to the following:
- 14.3.1 Provided that we have not initiated the provision of the Services, you may terminate the Agreement immediately without incurring any fees; or
 - 14.3.2 In the event that we have initiated the provision of the Services, you may, at our sole discretion, be charged for Services in accordance with clause 4 up until and including the date on which you notify us that you wish to cease the provision of our Services.
 - 14.3.3 You may terminate the Agreement by giving 3 months' notice in writing to us.
- 14.4 Termination or expiry of the Agreement shall not affect any of our accrued rights and liabilities at any time up to the date of termination.

15 Conflicts of Interest

- 15.1 During our engagement with you, we reserve the right to deliver services to other clients whose interests might compete with yours or are or may be adverse to yours, subject to clause 8 above. We confirm that we will notify you as soon as practicable should we become aware of any conflict of interest involving us and affecting you.
- 15.2 If a conflict of interest should arise, either between two or more of our clients, or in the provision of multiple services to a single client, we will take such steps as are necessary to address the conflict. In resolving the conflict, we would be guided by our Code of Ethics which can be viewed on the internet at www.icaew.com/en/members/regulations-standards-and-guidance/ethics.

16 Our Membership of Kreston International

- 16.1 Kreston International ("**Kreston**") is a global network of independent accounting firms which provide professional services to clients. Each firm is a member of Kreston International ("**Kreston International**"), a UK company limited by guarantee, which provides no services to the clients of its members. Members of Kreston are separate legal entities and are only associated with each other through the common membership of Kreston International. Some of the members of Kreston use Kreston as part of their business name.
- 16.2 Nothing in the arrangements or rules of Kreston constitutes or implies an agency relationship or a partnership between Kreston International and/or the member firms of Kreston.
- 16.3 We may, from time to time, introduce you to partners or staff from other members of Kreston to assist us in providing Services to you. If you use the services of such partners or staff in connection with the Agreement you must make your own contractual arrangements directly with them and they are not deemed to be acting as our servants or agents. Accordingly, we are not liable for work which they carry out on your behalf. Neither Kreston International nor any other member firm of Kreston assumes any responsibility to you in connection with the Agreement unless you contract directly with them. The fact that you may have been introduced to us by an associated Kreston entity does not make that associated Kreston entity or any of its staff members responsible for any of our acts or omissions.
- 16.4 By engaging us you agree that any claim arising from the Agreement shall be brought only against JC Payroll Services Limited and that no claims in respect of the Agreement will be brought against any other member firm of Kreston or against Kreston International or personally against any other persons involved in the performance of the Agreement.
- 16.5 You agree that we may disclose your confidential information to other members of Kreston or to Kreston International where this relates to Services we are providing or have provided, to you.

17 General

- 17.1 **Third Party Rights:** Persons who are not party to the Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 17.2 **Assignment & Sub-Contracting:** We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of our rights under the Agreement and may sub-contract or delegate in any manner any or all of our obligations under the Agreement to any third party or agent. You shall not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under the Agreement.
- 17.3 **Set-Off:** We reserve the right to set-off against any sums which may from time to time be payable by you to us whether under the Agreement or otherwise any sums which are owed by us or any partner in this firm to you whatsoever and howsoever arising.
- 17.4 **Electronic Communication:** 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. It is the responsibility of the recipient to carry out a virus check on any attachments received.
- 17.5 **Advice:** 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. We will accept no responsibility to third parties for any aspect of our professional services or work that is made available to them. 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 or in your circumstances. We will accept no liability for losses arising from changes in the law, or the interpretation thereof, that occur after the date on which the advice is given.
- 17.6 **Claims:** By engaging us you agree that any claim arising from the Agreement shall be brought only against JC Payroll Services Limited and that no claims in respect of the Agreement will be brought personally against persons involved in the performance of the Agreement.
- 17.7 **Applicable Law:** The Engagement Letter and these Terms of Business, together being the Agreement between you and us, shall be governed by, and construed in accordance with, English law.
- 17.8 **Jurisdiction:** Each party agrees that the courts of England will have exclusive jurisdiction in relation to any claim, dispute or difference concerning the Engagement Letter and the Terms of Business, together being the Agreement between you and us, and any matter arising from them on any basis. Each party irrevocably waives any right 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.

Schedule 1

This Schedule 1 includes certain details of the Processing of Client Personal Data as required by Article 28(3) of the GDPR.

1. Subject matter and duration of the Processing of Client Personal Data

The subject matter and duration of the Processing of the Client Personal Data are set out in the Engagement Letter between us.

2. The nature and purpose of the Processing of Client Personal Data

The nature and purpose of our Processing of Client Personal Data are set out in the Engagement Letter between us.

3. The types of Client Personal Data to be Processed

Personal Data will potentially include:

Where we are Processing Client Personal Data for personal tax returns:

- Full name
- Date of birth
- Bank account details
- Payroll data
- Tax reference numbers
- Details of other income
- Assets and liabilities

Where we are Processing Client Personal Data for audit and accounts

- Full name
- National Insurance number
- Salary and benefits
- Related parties
- Business interests

Where we are Processing Client Personal Data for insolvency matters

- Full name
- Date of birth
- Remuneration
- Assets and liabilities
- Next of kin
- Tax reference numbers

Where we are Processing Client Personal Data for the preparation of corporation tax returns

- Full name
- Tax reference numbers
- Details of holdings of shares / share options

Where we are Processing Client Personal Data for anti-money laundering purposes

- Full name
- Date of birth
- Residential address
- Utility bill / bank statement
- Passport / driving licence.

Special Personal Data

Where we are Processing Client Personal Data in relation to insolvency, we may Process data in relation to criminal records.

4. The categories of data subject to whom the Client Personal Data relates

We Process Client Personal Data in relation to:

- Clients
- Family of clients
- Employees of clients
- Directors of clients
- Shareholders of clients.

5. Your obligations and rights

Your obligations and rights are set out in the Engagement Letter between us.