



TERMS & CONDITIONS

Name of Firm

Meacher-Jones & Company Limited (04516868)
Trading as Meacher-Jones

Registered Office

6 St John's Court
Vicars Lane
Chester
CH1 1QE

Investment advice

Although we are not authorised by the Financial Services Authority to conduct Investment Business, we are 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.

Such assistance may include the following:

- advising you on investments generally, but not recommending a particular investment or type of investment;
- referring you to a Permitted Third Party (PTP) (an independent firm authorised by the FSA) and assisting you and the authorised third party 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 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. The firm may receive commission from such an introduction, in which case you will be fully informed of the expected size and nature of such commission at the time of the introduction.
- 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;
- advising and assisting you in transactions concerning shares or other securities not quoted on a recognised exchange;
- 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;

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 valuation and methods;
- arrange any agreements in connection with the issue, sale or transfer of the company's shares or other securities;
- arrange for the issue of the new shares; and
- act as the addressee to receive confirmation of acceptance of offer documents etc.

Money Laundering

In common with all accountancy and legal practices, we are required by the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007 to:

- Maintain customer due diligence procedures for all clients;
- Maintain records of identification evidence;
- Report to the Serious Organised Crime Agency, in accordance with relevant legislation and regulations.

Client monies

We may, from time to time, hold money on your behalf. Such money will be held in trust in a client bank account, which is segregated from the firm's funds. The account will be operated, and all funds dealt with, in accordance with the Clients' Money Regulations of the Institute of Chartered Accountants in England and Wales.

All client money will be held in an interest-bearing account. [In order to avoid an excessive amount of administration, interest will only be paid to you where the amount of interest that would be earned on the balances held on your behalf in any calendar year exceeds £25. Any such interest would be calculated using the prevailing rate applied by Royal Bank of Scotland Plc for small deposits subject to the minimum period of notice for withdrawals. Subject to any tax legislation, interest will be paid gross.

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.

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.

Fees

Unless agreed otherwise fees are computed on the basis of the time spent on your affairs by the partners and staff and on the levels of skill and responsibility involved.

Where a fixed fee is agreed in advance we will not seek to charge any additional fees unless the work that we are required to carry out, is outside our responsibilities as set out in the letter of engagement. Accordingly it is in your interests to ensure that the information and records provided are of adequate quality and completed to the agreed stage.

If work is requested beyond the terms of the engagement letter, in the absence of a further quotation being provided our fees will be based on normal charging rates.

A fee estimate (as opposed to a fixed quote) is provided as a guide to assist you with budgeting and should not be regarded as a firm quotation unless otherwise agreed in writing.

Unless agreed otherwise disbursements will be charged on a full reimbursement basis.

Fees are usually quoted exclusive of value added tax which will be charged at the standard rate subject to certain limited exceptions. Our value added tax number is 906 753 904.

Payment

Payment of our fees is due within 30 days of delivery of our fee notes unless otherwise agreed. Our standard and preferred method of payment is by BACS. Alternative payment arrangements may be agreed in writing by a partner. We currently also accept payment by cheque, standing order, credit or debit card and at our discretion in cash for sums up to £500.

New standing order arrangements may only be entered into where payments are being made in advance of the fees due and with the written agreement of a partner. Existing standing order arrangements will continue to be accepted for so long as fees are being settled. The recurring monthly amount will be notified to you and will be subject to annual assessment. If accounts are not paid within one month of the delivery of the invoice, we reserve the right to charge interest from that date at a rate equivalent to 5% above the base rate of Royal Bank of Scotland plc on a daily basis. Unless otherwise agreed, our fees will be billed at appropriate intervals during the course of the year.

In the event that amounts invoiced are not paid by the company in accordance with the above (whether or not the company is insolvent) then we reserve the right to recover any unpaid costs from the Directors of the company.

Retention of and access to records

During the course of our work we will collect information from you and others acting on your behalf and will return any original documents to you following the completion of our work.

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.

Applicable law

These terms shall be governed by, and construed in accordance with, English law. The Courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the engagement letter and any matter arising from it. Each party irrevocably waives any right it may have to object to an action being brought in those Courts, to claim that the action has been brought in an inconvenient forum, or to claim that those Courts do not have jurisdiction.

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

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.

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.

Data Protection Act 1998

We may obtain, use, process and disclose personal data about you in order that we may discharge the services agreed under this engagement letter, and for other related purposes including updating and enhancing client records, analysis for management purposes and statutory returns, crime prevention and legal and regulatory compliance. We confirm when processing data on your behalf that we will comply with the relevant provisions of the Data Protection Act 1998

Confidentiality

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

External review

As part of our ongoing commitment to providing a quality service, our files are periodically reviewed by an independent regulatory or quality control body. These reviewers are highly experienced and professional people and, of course, are bound by the same rules for confidentiality as us.

Responsibility for your affairs

The practice operates an engagement partner system to ensure that you have at least one main point at partner level. The name of the partner who has responsibility for your affairs is included in your letter of engagement, together with the names of other key members of the team.

Wherever possible we try to ensure continuity in the staff handling your work from one year to the next, but where this is not possible, or where such a change may be advantageous, we will notify you of the change and why the change was necessary.

Quality of service

We aim to provide you with a high quality service and the engagement partner will seek to ensure that this is so. If you are unhappy with any aspect of our service, please contact the engagement partner in the first instance. If you wish to take the matter further you should take up the matter with the partner designated to deal with complaints whose name is set out in your letter of engagement. We undertake to look into any complaint carefully and promptly and to do all we can to explain the position to you. If we do not answer your complaint to your satisfaction you may of course take up the matter with the Institute of Chartered Accountants in England and Wales with whom we are registered.

In order to achieve the standards of service set out in the letter of engagement and to provide the services requested, we need your co-operation. Please provide any information requested by us as soon as possible, otherwise we may not be able to progress the engagement.

You will use all reasonable skill, care and attention to ensure that all the information provided to us is accurate and complete. You will also undertake to notify us immediately if you subsequently learn that the information provided to us is incorrect, inaccurate or not capable of being relied upon.

Professional rules and practice guidelines

We will observe and act in accordance with the bye-laws, regulations and Code of Ethics of the Institute of Chartered Accountants in England and Wales 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. We confirm that we are Statutory Auditors eligible to conduct audits under the Companies Act 2006.

Conflicts of interest

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 our confidentiality clause.

We confirm that we will notify you immediately should we become aware of any conflict of interest involving us and affecting the company.

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 deal with 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/regulations

The Provision of Services Regulations 2009

We are registered to carry on audit work in the UK by the Institute of Chartered Accountants in England and Wales. Details of our audit registration can be viewed at www.auditregister.org.uk under reference number C001521822.

Offering partners or staff employment

You will not offer employment or otherwise contract with any of our partners or employees involved in providing any services to you whilst such services are being provided or for a period of six months thereafter. In the event that you make such an offer which results in a partner or employee leaving us you will pay us a fee of 30% of their annual income from us immediately prior to them leaving which both parties agree is a genuine pre-estimate of our loss in such circumstances.

Professional Indemnity Insurance

In accordance with the disclosure requirements of the Provision of Services Regulations 2009, our professional indemnity insurer is Zurich.

Entire Agreement

These Terms and Conditions together with our Letter of Engagement set out all the terms agreed between us in relation to the work we are to undertake for you and together shall be referred to as "the Contract". All other terms, conditions and representations are hereby excluded and you must not rely or have relied on them. The Terms of Business may only be varied by agreement in writing signed by a partner on our behalf. In the event of any conflict between these Terms of Business and our Letter of Engagement, the latter shall prevail.

Waiver

Our failure to enforce any one or more of the Terms or Conditions at any time or for any period shall not be a waiver of them, or our right at any time to enforce all applicable terms and conditions. If any provision within these terms should not be valid, in whole or in part, it will be deemed not to form part of the Contract and the enforceability of the remainder of the Contract will not be affected.

Termination

Subject to regulatory requirements and procedures, at any time during the term, either party may terminate the Contract for whatever reason by providing 28 days written notice of the intention to terminate. Upon termination, we will, upon written request return all property and documentation that is in our possession, once all outstanding fees have been settled, except that we will be entitled to retain one copy of any documents which we are required to maintain as a professional record of the services provided. Upon termination, we will be entitled to raise a fee note for the work undertaken but not billed at the date of termination, and should termination take place part way through an assignment, this shall be based on normal charge out rates irrespective of any previously agreed fixed fee. You will pay forthwith upon request all fees and expenses due in respect of the services provided up to the date of termination, together with any reasonable costs and expenses incurred in connection with the termination of the Contract or with the handover of information to new advisers. Upon termination we will, within 28 days of the notice, issue a letter of disengagement from the services provided.