

Standard Terms & Conditions of Business for Professional Services and Supply of Software and associated Services

The following standard terms and conditions of business apply to all engagements accepted by, and all software and associated services supplied by, ibentleys Ltd. All work carried out is subject to these terms except where changes are expressly agreed in writing.

1 Fees

1.1 Where applicable, our fees are computed on the basis of time spent on your affairs by the principals and our staff and consultants, and on the levels of skill and responsibility involved. Disbursements represent travel, accommodation and other expenses incurred in dealing with your affairs.

1.2 If it is necessary to carry out work outside the responsibilities outlined in this letter, we will advise you in advance. Any additional work will involve additional fees. Accordingly we would like to point out that it is in your interests to ensure that your records etc. are completed to the agreed stage.

1.3 Invoices are payable in full upon presentation (including disbursements) in accordance with the terms set out on the invoice, or as otherwise agreed between us in writing.

1.4 It is our normal practice to request that clients make arrangements to pay a proportion of their fee on a monthly standing order. These standing orders will be applied to fees arising from work agreed in this letter of engagement for the current and ensuing years. Once we have been able to assess the amount of work and time involved we would be grateful if you would agree to pay an amount to us on a regular basis.

1.5 We reserve the right to charge interest on overdue accounts at the current rate under the Late Payment of Commercial Debts (Interest) Act 1998. We also reserve the right to terminate our engagement and cease acting if payment of any fees billed is unduly delayed. We accept settlement of fees by certain credit cards, internet banking and by standing order.

1.6 If the engagement is for the supply of services to a limited company, then as directors of the company you guarantee to pay personally any fees (including disbursements) for services provided to the company that the company is unable to pay. This clause shall become effective in the event of a receiver or liquidator being appointed to the company or the company otherwise being wound-up.

1.7 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 the 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.

2 Retention of and access to records

2.1 During the course of our work we may collect information from you and others acting on your behalf and will return any original documents to you following the preparation of your financial statements. You should retain these records for 6 years from the 31 January following the end of the tax year to which they relate. You should retain them for longer if HM Revenue and Customs enquire into your tax return.

2.2 Whilst certain documents may legally belong to you, unless you tell us not to, 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.

3 Conflicts of interest and independence

3.1 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 8 below. We confirm that we will notify you immediately should we become aware of any conflict of interest involving us and affecting you.

3.2 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 deal with the conflict.

4 Confidentiality

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

5 Quality control

5.1 As part of our ongoing commitment to providing a quality service, our files are periodically subject to an independent regulatory or quality review. Our reviewers are highly experienced and professional people and are, of course, bound by the same requirements of confidentiality as our principals and staff.

Dealing with HM Revenue & Customs

5.2 When dealing with HM Revenue & Customs on your behalf we are required to be honest and to take reasonable care to ensure that your returns are correct. To enable us to do this, you are required to be honest with us and to provide us with all necessary information in a timely manner. For more information about 'Your Charter' for your dealings with HM Revenue & Customs, see www.hmrc.gov.uk/charter/index.htm. To the best of our abilities, we will ensure that HM Revenue & Customs meet their side of the Charter in their dealings with you.

5.3 We will take account of the steps and checks suggested by HM Revenue & Customs in their 'Agent Toolkits'. While use of the Toolkits is voluntary, we will ensure that our quality control procedures match or enhance the suggestions in the Toolkits so that, in the unlikely event that HM Revenue & Customs consider any of your tax returns with which we assist to be inaccurate, we will be able to help you demonstrate to HM Revenue & Customs 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.

6 Help us to give you the right service

6.1 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 our Managing Director John Shaw on 01204 388675.

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

6.3 In order for us to provide you with a high quality service on an ongoing basis it is essential that you provide us with relevant records and information when requested, reply to correspondence in a timely manner and otherwise follow the terms of the agreement between us set out in this Standard Terms of Business and associated Engagement letters. We therefore reserve the right to cancel the engagement between us with immediate effect in the event of:

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

7 Applicable law

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

7.2 If any provision in this Standard Terms of Business or any associated engagement letter, or its application, are found to be invalid, illegal or otherwise unenforceable in any respect, the validity, legality or enforceability of any other provisions shall not in any way be affected or impaired.

8 Internet communication

8.1 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.

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

9 Data Protection Act 1998

9.1 To enable us to discharge the services agreed under our engagement, 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 may obtain, use, process and disclose personal data about you / your business / company / partnership / its officers and employees. We confirm when processing data on your behalf that we will comply with the relevant provisions of the Data Protection Act 1998.

10 Contracts (Rights of Third Parties) Act 1999

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

10.2 The advice we give you is for your sole use and is confidential to you and will not constitute advice for any third party to whom you may communicate it. We will accept no responsibility to third parties for any aspect of our professional services or work that is made available to them.

11 General Limitation of liability

11.1 We will provide services as outlined in this letter with reasonable care and skill. However, to the fullest extent permitted by law, we will not be responsible for any losses, penalties, surcharges, interest or additional tax liabilities where you or others supply incorrect or incomplete information, or fail to supply any appropriate information or where you fail to act on our advice or respond promptly to communications from us or the tax authorities.

11.2 You will not hold us, our principal(s) and staff, responsible, to the fullest extent permitted by law, for any loss suffered by you arising from any misrepresentation (intentional or unintentional) supplied to us orally or in writing in connection with this agreement. You have agreed that you will not bring any claim in connection with services we provide to you against any of our partners or employees personally.

11.3 Our work is not, unless there is a legal or regulatory requirement, to be made available to third parties without our written permission and we will accept no responsibility to third parties for any aspect of our professional services or work that is made available to them.

11.4 As concerns the supply of software and any associated services (E.g. Hosting services) the following will apply. Nothing in these Terms and Conditions shall in any way exclude or limit our liability for death or personal injury caused by negligence, or liability for fraudulent misrepresentation, or for any breach of our obligations as to title under section 12 of the Sale of Goods Act 1979 or section 2 of Supply of Goods and Services Act 1982 or for any other liability which by law it is not possible to exclude or limit. We exclude all other liability for any loss or damage whatsoever arising in connection with the software, hosting service and/or support, even if we have been advised of the possibility of such liability. The remainder of this clause 11 is subject to this sub-clause 11.4.

11.5 Our liability for the loss or damage to tangible property, during the repair or upgrade of the software materials whether or not the same are under warranty, shall be limited in accordance with clause 11.4 of these Terms and Conditions.

11.6 Subject to sub-clause 11.9 below, our total liability for direct losses in contract, tort, misrepresentation or otherwise in connection with these Terms and Conditions or the

provision of the software materials, hosting services and support for any one event or a series of related events shall be limited to the total charges/fees and resulting sums paid (excluding VAT and expenses) by you to us in the 12 months before the event(s) complained of.

11.7 We shall have no liability to you in respect of defaults covered by clause 11.6 unless you notify us within six (6) months of the date you became aware of the circumstances giving rise to the event(s) complained of. We shall have not less than ninety (90) days following written notice by you (or such other notice period notified to you) in which to remedy any default.

11.8 In no event will we be liable to you in contract, tort, misrepresentation or otherwise, for any indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever, nor for any direct or indirect loss of profit, loss of anticipated profits, loss of revenue, loss of anticipated revenue, loss of savings or anticipated savings, loss of business opportunity, increases in cost of working whether anticipated or not, loss or corruption of data, loss of use or loss of operating time and any costs and expenses associated therewith, loss or damage to software or data which it contains during repair or upgrade whether or not the same are under warranty, the cost of purchasing elsewhere, depletion of goodwill or reputation or otherwise which arise out of or in connection with these Terms and Conditions and whether or not foreseeable or made known to us.

11.9 You will indemnify and keep us (and any of associated businesses) indemnified against any loss, damage, claim or expense arising out of (i) the physical injury of or death of any of our principals, directors, consultants, employees, agents or authorised representatives arising by reason of defective equipment supplied by you, your failure to provide a safe place of work or otherwise by reason of any negligent act or default on your part or your employees, agents or authorised representatives; (ii) your failure to comply with the terms and conditions governing the use of any third party software; (c) any claim that the storage of your data via the hosting services and/or software materials by us infringes the intellectual property rights of any third party.

12 Use of our name in statements or documents issued by you

12.1 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.

13 Draft/interim work or oral advice

13.1 In the course of our providing services to you we may provide advice or reports or other work products in draft or interim form, or orally. However, final written work products will always prevail over any draft, interim or oral statements. Where you request it, we will provide you with written confirmation of matters stated orally.

14 Consumer protection (distance selling) regulations 2000

14.1 These Terms and Conditions set out the terms upon which supply services and software. If you would like us to act for you or supply software to you, unless we have issued you with a separate engagement letter, please print off a copy of these terms and conditions, sign at the end as indicated and return it to us. Upon receipt we will regard ourselves doing business with you.

If your instructions to us have not been given at a face to face meeting you would generally have the right to cancel those instructions without any cost to you within seven working days of these written instructions being received by us.

You would cancel the agreement by either delivering or posting a note to the office cancelling your instructions or by sending it by fax or e-mail.

You may not however cancel the agreement once we have supplied software or started to do work on your behalf. By signing and returning the duplicate copy of these Terms and Conditions of Business you are agreeing that to avoid any delay in the transaction we may start work on your behalf straightaway and we do not have to wait for the cancellation period to expire.