

Wells Associates

Standard Terms of Business

The following standard terms of business apply to all engagements accepted by Wells Associates. All work carried out is subject to these terms except where changes are expressly agreed in writing.

1 Investment services

1.1 Although we are not authorised by the Financial Services Authority to conduct Investment Business, we are licensed by the Institute of Chartered Accountants in England & Wales to provide certain limited investment services where these are complementary to, or arise out of, the professional services we are providing to you.

1.2 In particular, we may:

- advise you on investments generally, but not recommend a particular investment or type of investment;
- refer you to an Authorised Third Party (ATP) (an independent firm authorised by the FSA), assist you and the authorised third party during the course of any advice given by that party and comment on, or explain, the advice received (but not make alternative recommendations). The ATP 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.
- assist you in making arrangements for transactions in investments in certain circumstances;
- advise and assist you in transactions concerning shares or other securities not quoted on a recognised exchange; and
- manage investments or act as trustee (or donee of a power of attorney) where decisions to invest are taken on the advice of an authorised person

1.3 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 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.

10 Lonsdale Gardens Tunbridge Wells Kent TN1 1NU Tel: 01892 507280 Fax: 01892 507299
web: www.wellsassociates.com email: info@wellsassociates.com

Wells Associates is the trading name of Wells Professional Partnership LLP which is registered to carry on audit work and regulated for a range of investment business activities by the Institute of Chartered Accountants in England and Wales

Registered Office: 10 Lonsdale Gardens Tunbridge Wells Kent TN1 1NU Registered No: OC307133 England and Wales

- 1.4 If you are dissatisfied in any way about our services described in this section, you should follow the procedures set out in the 'Help us to give you the right service' section of this letter and, if in the unlikely event that we cannot meet our liabilities to you, you may be able to claim compensation under the Chartered Accountants/Certified Accountants Compensation Scheme.

2 Client monies

- 2.1 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 Client Money Regulations of the Institute of Chartered Accountants in England and Wales.
- 2.2 Client monies may 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 earned in any calendar year exceeds £35. Subject to any tax legislation, interest will be paid gross.
- 2.3 If money exceeding £10,000 is expected to be held by us for more than 30 days, we shall pay it into a designated deposit client bank account and account to you for all interest earned. Subject to any tax legislation, interest will be paid gross.
- 2.4 Any un-disputed fees of this firm remaining unpaid more than 30 days after the invoice date will be collected from any client monies held on your behalf.
- 2.5 If you have entered into a standing order arrangement to make payments on account of current and/or future fees, any amounts which may be paid in excess of fees actually outstanding will not be treated as client money and the foregoing provisions will not apply.

3 Fees

- 3.1 Our charges are based on two criteria:
- a) The time necessarily occupied on the work.
 - b) The degree of responsibility and skill required by the person carrying out the work.
- 3.2 Fee invoices will be rendered at appropriate intervals during the course of the year and will be due on presentation.
- 3.3 Without prejudice to your rights to terminate this contract, if we incur any costs or fees of any third parties, professional or otherwise, attempting to enforce or procure your payment of any sums owing to us under this contract, these will be chargeable to you in addition to our fees as liquidated damages and in the event that such action results in any court giving judgement in connection with any sum outstanding under this contract, we will ask for such costs or fees to be included as part of that judgement.
- 3.4 We reserve the right to charge interest from the due date for payment to the actual date of payment at the rate of 2% compound interest per month or part thereof, from time to time in force, if any sum in respect of our fees, costs or expenses is not paid within 30 days of the date due. Any query in relation to a fee that has been rendered to you must be raised in writing within 30 days of presentation.

3.5 We normally request that clients make payments on account, often by way of monthly standing order, in respect of work currently in progress or to provide towards work to be carried out. These payments will be applied to fees arising from work agreed in this letter for the current and ensuing years.

3.6 In consideration of our providing a credit facility to a limited liability entity in respect of our fees the signatories to the engagement letter accept joint and personal liability for any of our fees not settled within sixty days from the invoice date.

3.7 Cash will not be accepted in payment for services rendered. All fees must be paid by cheque or bank transfer.

4 Retention of and access to records

4.1 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 preparation of your financial statements and returns.

4.2 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.

5 Quality control

5.1 As part of our ongoing commitment to providing a quality service, our files are periodically subject to an independent 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.

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 telephoning our senior partner Mr Nigel Fellows.

6.2 We undertake to look into any complaint carefully and promptly and to do all we can to explain the position to you. If you feel that we have given you a less than satisfactory service, we undertake to do everything reasonable to address your concerns. If you are still not satisfied, you may of course take up matters with the Institute of Chartered Accountants in England and Wales.

7 Applicable law

7.1 Our engagement terms and standard terms of business are 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 these terms and any matter arising from them. 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 You are reminded that, in addition to this agreement being subject to the civil laws of England and Wales, we have a legal obligation to adhere to all civil and criminal legislation currently in force.

8 Electronic 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 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. You have a right of access, under data protection legislation, to the personal data that we hold about you. For the purposes of the Data Protection Act 1998, the Data Controller in relation to personal data supplied about you is Mr Simon Hayden.

10. Changes to these Standard Terms of Business

10.1 These standard terms of business are subject to changes from time to time. The latest version is available on our website at: -

http://www.wellsassociates.com/Client_Service_Charter