

Terms of Business

This document details the **Terms of Business** which apply to any services provided by Old Mill Accountancy Limited, Old Mill Audit Limited and Old Mill Jackson Limited and are applicable from 1 November 2025. If you require previous versions of our standard terms of business, please contact your Old Mill representative. All work conducted is subject to these terms, except where changes are expressly agreed in writing. They will then remain in force until terminated, varied, or cancelled in accordance with clauses (22, 24 and 31), or otherwise.

In this agreement the expressions '**we**', '**us**' and '**our**' refer to either of (as applicable) Old Mill Accountancy Limited, Old Mill Audit Limited and Old Mill Jackson Limited all of Maltravers House, Petters Way, Yeovil, Somerset, BA20 1SH and the expressions '**you**' and '**your**' refer to you, the client.

Old Mill Accountancy Limited, Old Mill Audit Limited and Old Mill Jackson Limited

These terms will apply to services provided by Old Mill Accountancy Limited, Old Mill Audit Limited and Old Mill Jackson Limited.

Terms which relate only to services provided by Old Mill Accountancy Limited are specified in clauses 7 to 9, and terms which relate only to services provided by Old Mill Audit Limited are specified in clauses 10 to 11.

1 Retention and access to records

- 1.1 During our work we will collect information from you and others acting on your behalf and will return any original documents to you. You should retain them 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 & Customs (HMRC) enquire into your tax return.
- 1.2 Whilst certain documents may legally belong to you, unless you tell us not to, we intend to destroy correspondence and other papers that are more than seven years old, except documents we think may be of continuing significance. If you require retention of any document, you must notify us of that fact in writing.
- 1.3 Where we receive, on your behalf, share certificates or other documents evidencing title to investments, or other valuable documents, we will retain them in safe custody unless you direct us otherwise. All voting rights in respect of shares and other investments are exercisable by you, and we will notify you if we receive any communication relating to such investments.
- 1.4 Insofar as we are permitted to do so by law or by professional guidelines, we reserve the right, where fees have been invoiced and payment is outstanding to the firm, to exercise a lien over any documents and records belonging to you which may be in our possession, in respect of any and all outstanding fees.

2 Quality control

- 2.1 As part of our ongoing commitment to providing a high-quality service, our files are periodically reviewed by an independent regulatory or quality control body. These reviewers are highly experienced and professional people and are bound by the same rules of confidentiality as our principals and staff.
- 2.2 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.

3 Fees

- 3.1 Unless arrangement is reached to the contrary, our fees are based not only on the time spent on your affairs and the number and seniority of staff required, but also on the levels of skill and responsibility involved, the importance and value of the advice we provide and the level of risk.
- 3.2 If we provide you with an estimate of our fees for any specific work, the estimate will not be contractually binding unless we explicitly state that will be the case.
- 3.3 Our charges will be reviewed from time to time.
- 3.4 Any fee budget agreed with you is necessarily based on the assumption that the information required for our work is made available in accordance with agreed timetables, and that key executives and personnel are available during the course of our work. If delays or other unanticipated problems which are beyond our control occur, this may result in additional fees for which invoices will be raised on the above basis; we will advise you of delays as they occur and will estimate their effect.
- 3.5 If it is necessary to carry out work outside the responsibilities agreed, it will involve additional fees. Accordingly, we would like to point out that it is in your interest to ensure that your records are provided to us in the format and standard agreed.
- 3.6 It is our policy to issue to you a VAT Invoice, and the fee stated is payable on delivery. At the beginning of each month a statement of account will be issued to you showing the Invoices issued up to and including the last day of the previous month which are outstanding. Our fees are exclusive of VAT which will be added where it is chargeable. Any disbursements we incur on your behalf and expenses incurred in the course of carrying out our work for you will be added to our Invoices where appropriate.
- 3.7 We may submit VAT Invoices for services provided and disbursements incurred on an interim basis, as the work progresses. Unless a billing schedule is separately agreed, or some other agreement is reached, payment requests will normally be rendered monthly. Invoices are payable upon presentation. We may also ask clients to pay by monthly direct debit and periodically adjust the monthly payment by reference to actual billings.
- 3.8 Unless otherwise agreed to the contrary, our fees do not include the costs of any third party, counsel, or other professional fees. Should these costs be incurred to fulfil our engagement then such necessary additional charges may be payable by you.
- 3.9 The Directors/Partners shall be jointly and severally answerable and responsible for the due payment by your company of the fees due to Old Mill Accountancy Limited, Old Mill Audit Limited and Old Mill Jackson Limited. In the event of any default on the part of the company in paying the fees due, you shall personally be jointly and severally liable for the payment of the fees to Old Mill Accountancy Limited, Old Mill Audit Limited and Old Mill Jackson Limited. This [3.9] is not applicable to registered charities.
- 3.10 In the event that we cease to act in relation to your affairs, you agree to meet all reasonable costs of providing information to new advisers. In particular you agree to meet these costs even where we are required by law to provide information to a

successor firm.

4 Changes in law or your circumstances

- 4.1 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 your circumstances.
- 4.2 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.

5 Insurance

- 5.1 In accordance with the disclosure requirements of the Provision of Services Regulations 2009, we confirm that we have professional indemnity cover in place (the insurer's names and addresses are available on request). 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.

6 Use of subcontractors

- 6.1 We may from time to time engage a subcontractor to help us to discharge the services agreed under this engagement, and for other related purposes including, but not limited to, updating and enhancing client records, analysis for management purposes and statutory returns. When engaging a subcontractor, we will remain responsible for all aspects of the client service and both parties will have a duty of care to each other and potentially others, and notably to you the client. These subcontractors will be bound by our client confidentiality terms, in line with clause 15.

Old Mill Accountancy Limited

These terms will apply in addition to clauses 1 to 6 to services provided by Old Mill Accountancy Limited.

7 Investment advice – referral to Permitted Third Party (PTP)

- 7.1 If during the provision of professional services to you, you need advice on investments, we may have to refer you to someone who is authorised by the Financial Conduct Authority ("FCA") as we are not. However, as we are licensed by the ICAEW, 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.
- 7.2 Such advice may include:
 - (a) advising you on investments generally, but not recommending a particular investment or type of investment;
 - (b) referring you to a Permitted Third Party (PTP) (an independent firm authorised by the FCA);
 - (c) 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);
 - (d) advising you in connection with the disposal of an investment, other than your rights in a pension policy or scheme;

- (e) advising and assisting you in transactions concerning shares or other securities not quoted on a recognised exchange;
 - (f) assisting you in making arrangements for transactions in investments in certain circumstances; and
 - (g) 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.
- 7.3 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 in respect of exempt regulated activities undertaken. Further information about the scheme and the circumstances in which grants may be made is available on the ICAEW's website.
- 7.4 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 <https://register.fca.org.uk/>.
- 7.5 Should you require advice on investment business which we are unable to give as we are not authorised by the FCA, it is our normal practice to introduce you to Old Mill Financial Planning Limited (OMFP), who are a PTP authorised by the FCA. In the event of introducing you to OMFP for investment business services, no commission or other benefits will be received by Old Mill Accountancy Limited. However, commission or other benefits may become payable to OMFP in respect of transactions they arrange for you. In all cases you will be notified in writing of the amount and terms of payment.
- 7.6 OMFP is an associated business to the practice, and one in which we have a financial interest. We do not receive any income from OMFP but benefit from the profit made by that firm.
- 7.7 The PTP will issue you with their own engagement documents, 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.
- 7.8 We will act as introducers but would be pleased to comment on, or explain any advice received.
- 7.9 Following an introduction to OMFP, unless otherwise instructed, we will make available to OMFP such details of your affairs as they request to enable them to advise you properly.
- 7.10 To enable us to provide you with a proper service, there may be occasions when we will need to contact you without your express permission concerning investment business matters. For example, it may be in your interests to sell a particular investment, and we would wish to inform you of this. We may therefore contact you in such circumstances. We shall, of course, comply with any restrictions you may wish to impose which you notify to us in writing.

8 Commissions or other benefits

- 8.1 In some circumstances, commissions or other benefits may become payable to us or to one of our associates in respect of transactions we or such associates arrange for you, in which case you will be notified in writing of the amount and terms of payment.

You consent to such commission or other benefits being retained by us or, as the case may be, by our associates, without our, or their, being liable to account to you for any such amounts.

9 Clients' money regulations

- 9.1 We may, from time to time, hold money on your behalf. The 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.
- 9.2 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 balance held on your behalf in any calendar year exceeds £25. Any such interest will 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.
- 9.3 If the total sum of money held on your behalf exceeds £10,000 for a period of 30 days, or such sum is likely to be held for 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.
- 9.4 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.

Old Mill Audit Limited

These terms will apply in addition to clauses 1 to 6 to services provided by Old Mill Audit Limited.

10 Professional rules and statutory obligations

- 10.1 We are a firm of statutory auditors registered to carry out 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 C009344482.
- 10.2 We confirm that we are statutory auditors eligible to conduct audits under the Companies Act 2006. When conducting audit work, we are required to comply with the Ethical and Auditing Standards issued by the FRC, which can be accessed online at **www.frc.org.uk/Our-Work/Codes-Standards/Audit-and-assurance/Standards-and-guidance/Standards-and-guidance-for-auditors.aspx**

We are also required to comply with the Audit Regulations and Guidance which can be accessed at

www.icaew.com/en/technical/audit-and-assurance/working-in-the-regulated-area-of-audit

11 Limitation of liability

- 11.1 We do not agree any limitation of our liability in respect of our audit work under

sections 534 to 536 of the Companies Act 2006.

General terms

These terms apply to services provided by Old Mill Accountancy Limited, Old Mill Audit Limited and Old Mill Jackson Limited.

12 Client charter

- 12.1 At Old Mill, our clients are at the heart of our business. Our Client charter tells you what you can do to help us give you the best service and what we expect in return. You can learn more about our Client charter [here](#).

13 Professional obligations

- 13.1 Details of the firm's professional registrations can be found at **om.uk**
- 13.2 We are bound by and are committed to full compliance with the byelaws and regulations of the Institute of Chartered Accountants in England and Wales, together with their code of ethics and Professional Conduct in Relation to Taxation We will act in accordance with these guidelines at all times in relation to your instructions. Further information about these requirements can be found at:
<https://www.icaew.com/regulation>
- 13.3 We will not be liable for any loss, damage or cost arising from our compliance with statutory or regulatory obligations.
- 13.4 We are not licensed or authorised for the reserved legal activity of non-contentious probate. Consequently, any work we do for you on closely aligned activities, such as estate administration or inheritance tax advice, will not be covered by the ICAEW Probate Compensation Scheme. This service will not be covered by legal professional privilege, and you will not have access to the Legal Ombudsman.
- 13.5 We are regulated by the Institute of Chartered Accountants in England and Wales to provide certain credit-related services where these are complementary to or arise out of the professional services we are providing to you. Such services may include credit broking and payment of fees by instalments. If, during the provision of professional services to you, you need advice beyond what we are permitted to do, we may have to refer you to someone who is authorised by the Financial Conduct Authority, as we are not.

14 Conflicts of interest

- 14.1 Conflicts of interest which may be detrimental to you, may arise between us, our agents, our other clients and our employees. We will make every effort to identify and prevent such conflicts, including managing and mitigating such conflicts with the adoption of suitable safeguards to protect your interests. Where we cannot prevent, manage, or mitigate such conflicts with appropriate safeguards we will disclose details to you, and we regret that we may be unable to provide further services.
- 14.2 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 adverse to yours, subject, of course, to our obligations of confidentiality and the safeguards set out above.

You may obtain a copy of our Conflicts of Interest Policy, by writing to us at our Yeovil address.

- 14.3 If we become aware of a dispute between the parties who own the business, or who are in some way involved in its ownership and management, it should be noted that our client is the business (unless we have agreed otherwise) and we would not provide information or services to one party without the express knowledge and permission of all parties. Unless otherwise agreed by all parties, we will continue to supply information to the registered office/normal place of business for the attention of the directors/proprietors. If conflicting advice, information or instructions are received from different directors/principals in the business, we will refer the matter back to the board of directors/the partnership and take no further action until the board/partnership has agreed the action to be taken. In certain cases, we reserve the right to cease acting for the business/client entirely.

15 Confidentiality

- 15.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, or of any member of the group of companies to which the other party belongs, except as permitted by clause [15.2] below.
- 15.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, or advisers to whom it discloses the other party's confidential information comply with this clause; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 15.3 If we use external or cloud-based systems, we will ensure confidentiality of your information is maintained.
- 15.4 With the exception of reports which we expressly agree in writing may be provided to third parties, the reports, letters, information, and advice we provide during this engagement are confidential. Where we do agree to confidential information being provided to or used by a third party, we reserve the right to stipulate terms regarding such provision or to require the third party to enter into a direct relationship with us before any confidential information is provided to that third party.
- 15.5 Unless otherwise agreed in writing, we accept no responsibility whatsoever other than that owed to the client as at the date on which our report or other advice is given.
- 15.6 You agree that it will be sufficient compliance with our duty of confidence for us to take such steps as we in good faith think fit to preserve confidential information, both during and after the termination of this engagement.

16 Client identification

- 16.1 As with other professional services firms, we are required to identify our clients for the purposes of 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.

- 16.2 Any personal data received from you to comply with our obligations under UK anti-money laundering regulations will be processed only for the purposes of preventing money laundering or terrorist financing. No other use will be made of this personal data unless use of the data is permitted by or under enactment other than the anti-money laundering regulations, or we have obtained the consent of the data subject to the proposed use of the data.

17 Intellectual property rights

- 17.1 We retain all copyright and other intellectual property rights in everything developed either before or during the course of an engagement including systems, methodologies, software, and know-how. We also retain all copyright and other intellectual property rights in all reports, written advice or other materials provided by us to you.
- 17.2 In the case of services provided by Old Mill Accountancy Limited, where applicable, you will have the full right to reproduce our accountants report in your annual report and financial statements and to use these materials within your organisation. If you wish to make use of these materials outside of your organisation, this will require our written permission.

18 Health and safety

- 18.1 Where applicable, we acknowledge our statutory responsibility to co-operate with your health and safety requirements, provided we are given notice of these. Whilst on your premises our partners and staff shall be afforded by you the same protection for health and safety purposes as is due to your employees. If we are required by you to enter the premises of a third party, you will procure that the third party also affords such protection to our partners and staff as is due to your employees.

19 Our staff

- 19.1 You undertake that during the course of our engagement and for a period of six months following its conclusion you will not:
- (a) solicit or entice away (or assist anyone else in soliciting or enticing away) any member of our staff with whom you have had dealings in connection with this engagement during the 12 months immediately prior to your approach; or
 - (b) employ any such person or engage them in any way to provide services to you.
- 19.2 This undertaking shall not apply in respect of any member of our staff who responds to an advertisement placed by you or on your behalf without having been previously approached directly or indirectly by you.
- 19.3 In the event of a breach of the terms of this undertaking, you will pay to Old Mill Accountancy Limited, Old Mill Audit Limited or Old Mill Jackson Limited (as applicable), on demand, a sum equivalent to 30% (plus any applicable VAT) of the total annual remuneration package paid by Old Mill Accountancy Limited, Old Mill Audit Limited or Old Mill Jackson Limited (as applicable) to the individual prior to his or her departure. You acknowledge that this provision is a fair and reasonable term intended to be a genuine assessment of our likely loss.

20 Help us to give you the right service

- 20.1 We always strive to give the highest possible standards of service and advice. Should you have any queries or suggestions for improvement or a complaint about the service or advice you receive, please write to Jamie Rudge at Old Mill, Maltravers House, Petters Way, Yeovil, Somerset, BA20 1SH.
- 20.2 Any notice given under these Terms of Business must be in writing addressed to Jamie Rudge, Old Mill, Maltravers House, Petters Way, Yeovil, Somerset, BA20 1SH, or any other address as may at the relevant time have been notified to you as the correct address for service of documents. Any notice must be given by hand, sent by post (airmail if overseas), or sent by email.
- 20.3 If you are not satisfied with how we deal with your complaint you can refer your complaint to our professional body, the ICAEW, who can be contacted at ICAEW, Metropolitan House, 321 Avebury Boulevard, Milton Keynes, MK9 2FZ.
- You can also email: **complaints@icaew.com** or call: **01908 248250**.
- 20.4 More information is available at:
<https://www.icaew.com/en/about-icaew/act-in-the-public-interest/complaints-process>
- 20.5 Should you prefer, we are able to make available to you information by audiocassette or Braille by arrangement.
- 20.6 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 arrangements being reached with creditors;
 - An independence issue or change in the law which means we can no longer act;
 - 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.

21 Communicating with you

- 21.1 Unless you instruct us otherwise, we may, where appropriate, communicate with you and with third parties via unencrypted email or by other electronic means. The recipient is responsible for virus checking emails and any attachments.
- 21.2 With electronic communication there is a risk of non-receipt, delayed receipt, inadvertent misdirection, or interception by third parties. We use virus-scanning software to reduce the risk of viruses and similar damaging items being transmitted through emails or electronic storage device; 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 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.

21.3 Any communication by us with you sent through the post or DX system is deemed to arrive at your postal address two working days after the day that the document was sent.

21.4 We monitor emails to investigate or detect unauthorised use of our email system, or for any other purpose permitted by law. As a result, we may collect personal data about the people sending and/or receiving the email, or which is contained in the email.

21.5 We may record telephone calls for training and regulatory purposes.

22 Termination

22.1 You, or we, may terminate this agreement or any ongoing services at any time without penalty. Notice must be given in writing but will not affect the completion of any business already initiated on your behalf before receipt by us of the said written notice.

22.2 On termination you will be liable to pay us a reasonable charge based upon the amount of work carried out by us on your behalf prior to termination compared to the amount of work we had agreed to carry out for you before our authority was terminated and the total amount of fees that we would have received had the work been completed. We will explain to you how we have calculated any charge made under this clause.

22.3 The provisions of this clause may also apply on cancellation under clause 31.

22.4 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination of this agreement shall remain in full force and effect. Termination of this agreement shall not affect any rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

23 Third party rights

23.1 The advice and information we provide to you as part of our service is for your sole use, and not for any third party to whom you may communicate it, unless we have expressly agreed that a specific 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 which 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 of benefits are conferred on any third party under the Contracts (Rights of Third Parties) Act 1999.

24 Variation

24.1 We may alter, amend, or vary any term of this agreement. You will be notified of any change in writing and no such changes will be made until ten business days have elapsed since service of such a notice on you. If you do not wish to be bound by any such variation, you can terminate your contract with us during that ten-day period.

25 Force Majeure

- 25.1 We shall not be in breach of this agreement nor liable for delay in performing, or failure to perform, any of our obligations under this agreement if such delay or failure result from events or circumstances outside of our reasonable control, including but not limited to the inability to communicate with Companies House and/or HMRC.
- 25.2 In such circumstances, the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.

26 Entire agreement

- 26.1 These Terms of Business together with any Letter of Engagement and/or Statement of Work set out the entire agreement between you and us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations, and understandings between you and us, whether written or oral, relating to the subject matter of this agreement. You acknowledge that in entering into this agreement, you have not relied on and shall have no remedies in respect of any representation, warranty, agreement, or statement (whether made innocently or negligently) not set out in these Terms of Business and/or Letter of Engagement or Statement of Work.

27 Waiver

- 27.1 No failure or delay by us to exercise any right or remedy we have under this agreement or law shall constitute a waiver by us of that right or remedy (or any other right or remedy). Nor shall any such failure or delay prevent or restrict us from exercising any right or remedy we have under this agreement or law at a future date. No single or partial exercise of a right or remedy we have under this agreement or law shall prevent or restrict us exercising that same right or remedy (or any other right or remedy) at a future date.

28 Severance

- 28.1 If any provision or part-provision of these Terms of Business is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

29 Governing Law and Jurisdiction

- 29.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 29.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).
- 29.3 The language of this agreement is English and we will communicate with you in English.

30 Your instructions

- 30.1 We may accept instructions from you by telephone, in writing, in person or by email. We do, however, reserve the right to request that you confirm any instructions in writing, in any form we specify, either before or after we act upon your instructions. We may refuse at our discretion to accept certain instructions, although such discretion will not be exercised unreasonably.
- 30.2 Where we enter into this agreement with two or more individuals jointly, we will accept instructions from any one of those individuals on behalf of all the individuals, unless agreed otherwise with you in writing. All such individuals will be jointly and severally liable to us for their obligations under this agreement.

31 Right to cancel this agreement

- 31.1 Where the initial meeting has not been face to face, you have the right to cancel this engagement within 14 days without giving any reason. The cancellation period will expire after 14 days from the date you enter into the contract (for example, the day the engagement terms are signed).
- 31.2 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g., a letter sent by post or email). If you use this option, we will communicate to you an acknowledgement of receipt of such a cancellation without delay.
- 31.3 To meet the cancellation deadline, it is sufficient for you to send your communication before the cancellation period expires.
- 31.4 If you cancel this contract, we will reimburse to you all payments received from you. We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel the engagement. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.
- 31.5 If you have requested us to begin the performance of services during the cancellation period, you shall pay us a proportional amount for our services performed up to the date of your cancellation, compared with the total amount for the whole assignment.

32 Interest

- 32.1 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.
- 32.2 If you do not accept that an invoiced fee is fair and reasonable, please notify us within 21 days of receipt.

33 Liability

- 33.1 We will provide our services as outlined in this letter with reasonable care and skill. Our liability to you is limited to losses, damages, costs, and expenses caused by our negligence or wilful default. 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.

33.2 You will not hold us 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.

34 Data Protection

34.1 When you instruct us to provide services to you, we will need to collect and process personal data from you. We have set out more information on how and why we may process your personal data in our privacy policy, a copy of which can be found on our website [here](#). You can also request a copy from us.

35 Reliance on advice

35.1 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, if 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 in writing. Advice is valid as at the date it was given.

36 Use of artificial intelligence

36.1 To assist us in providing an efficient and valuable service, we may make use of artificial intelligence (AI). This will only be for purposes that align with our organisational values and ethical principles and where the engagement principal has authorised its use.

36.2 The AI tools available to us have been carefully selected to ensure they are both capable of providing efficiencies and that any information is securely stored in line with data protection laws, such as the Data Protection Act 2018 and the GDPR. Where necessary, data will be anonymised or pseudonymised before being input into any AI tool and no confidential information will be entered into the public domain.

36.3 No decisions will be made solely by AI, with individuals within the firm maintaining oversight and responsibility at all times.

36.4 If you request us to do so, we will provide an explanation of the way in which the AI tools we use operate.

36.5 If you would like to opt-out of your data being used in an AI tool, please email dataprotection@om.uk in the first instance.

37 Cloud accounting

37.1 Where we provide access to accounting software in the Cloud, or we choose to use software in the Cloud in order to discharge our services to you, this will be provided by a third party (the 'Cloud Supplier'). We have confirmed that the third party complies with the Data Protection Act.

37.2 The service provided by the Cloud Supplier will be a discrete web based hosted facility, and you agree that access will also be provided to us and the Cloud Supplier.

37.3 We cannot be held liable for any interruption of service provided by the Cloud Supplier. However, we will liaise with them to help ensure that normal service is resumed as soon as possible.

38 Kinbrook Group

38.1 Old Mill is part of the Kinbrook Group Limited network (the Group). By agreeing to these terms of business, you agree to us sharing information about you (including, without limitation, confidential information) with members of the Group. This will enable us and the Group to offer and provide co-ordinated services to you. However, you are, of course, under no obligation to purchase other services from the Group.

39 Interpretation

39.1 If any provision of our engagement letter or terms of business is held to be void for whatever reason, then that provision will be deemed not to form part of this contract, and no other provisions will be affected or impaired in any way. In the event of any conflict between these terms of business and the engagement letter or appendices, the relevant provision in the engagement letter will take precedence.

40 Disengagement

40.1 If we resign or are asked to resign, we will normally issue a disengagement letter to ensure that our respective responsibilities are clear.

41 Changes to the terms of business

41.1 We may in the future revise the terms of business. In which event, such revised terms of business will only apply in relation to services provided after the date of receipt of the same by you, but so that such revised terms will not affect the respective rights and obligations of the parties accrued prior to the effective date of the change.

41.2 We will make changes by publishing them on the website. The current version of our terms of business can be found at <https://om.uk/>.