

## **STANDARD TERMS OF BUSINESS**

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

### **1. Professional Obligations**

1.1 We will observe the byelaws and regulations of the Institute of Chartered Accountants in England and Wales (ICAEW) together with their code of ethics. We accept instructions to act for you on the basis that we will act in accordance with those guidelines. Copies of these requirements are available for inspection in our offices. The Institute's code of ethics is also available on the internet at [www.icaew.com/membershandbook](http://www.icaew.com/membershandbook), section 3. We confirm that we are Statutory Auditors eligible to conduct audits under the Companies Act 2006.

1.2 Duncan & Toplis Limited 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 Chartered Accountants' ICAEW Probate Compensation Scheme and you will not have access to the Legal Ombudsman. Our sister company, Duncan & Toplis Probate Services Limited, is licensed by the ICAEW to carry out non-contentious probate services, however this work must be subject to a separate engagement in writing.

### **2. Investment Services**

2.1 Although we are not authorised by the Financial Conduct Authority (FCA) to conduct investment business, we are licensed by ICAEW to provide certain limited investment services where these are complementary to, or arise out of, the professional services we are providing to you.

2.2 In particular, we may:

- (a) advise you on investments generally, but not recommend a particular investment or type of investment;
- (b) refer you to our associate company, Castlegate Financial Management Limited (CFM), which is beneficially owned by the directors of Duncan & Toplis Limited, and which is authorised to carry on investment business by the FCA, or to a Permitted Third Party (PTP) (an independent firm authorised by the FCA). In both cases we will assist you and CFM/PTP during the course of any advice given by that party and comment on, or explain, the advice received (but not make alternative recommendations). CFM/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. In connection with CFM/PTP you hereby authorise us to release any information to either of them that they may properly require to enable them to offer you best advice;

- (c) advise you in connection with the disposal of an investment, other than your rights in a pension policy or scheme;
- (d) advise and assist you in transactions concerning shares or other securities not quoted on a recognised exchange;
- (e) assist you in making arrangements for transactions in investments in certain circumstances; and
- (f) 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.

2.3 For corporate clients we may also, on the understanding that the shares or other securities of the company are not publicly traded:

- (a) advise the company, existing or prospective shareholders in relation to exercising rights, taking benefits or share options, valuations and methods of such valuations;
- (b) arrange any agreements in connection with the issue, sale or transfer of the company's shares or other securities;
- (c) arrange for the issue of new shares; and
- (d) act as the addressee to receive confirmation of acceptance of offer documents etc.

2.4 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.

2.5 We are not authorised by the Financial Conduct Authority. However, we are included on the Register maintained by the Financial Conduct Authority 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 Financial Conduct Authority website at <http://www.fca.org.uk/register>.

## **Financial Promotions**

- 2.6 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 but would only do so in our normal office hours. We shall of course comply with any restrictions you may wish to impose which you notify to us in writing.

## **3. Commissions or Other Benefits**

- 3.1 Commissions or other benefits may sometimes become payable to us in respect of introductions to other professionals or transactions we arrange for you, in which case you will be notified in writing of the amount, the terms of payment and receipt of any such commissions or benefits. You consent to such commissions or other benefits being retained by us without our being liable to account to you for any such amounts.

## **4. Client Monies**

- 4.1 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.

- 4.2 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 HSBC Bank plc for small deposits subject to the minimum period of notice for withdrawals. Subject to any tax legislation, interest will be paid gross.

- 4.3 If the total sum of money held on your behalf is enough to give rise to a significant amount of interest or is likely to do so, 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.

- 4.4 We will return monies held on your behalf promptly as soon as there is no longer any reason to retain those funds. In the unlikely event of us holding any unclaimed monies we reserve the right to pay such monies to a registered charity in line with the guidelines set out in the Clients' Money Regulations referred to above. We will not do this unless we have been unable to contact you for at least five years and we have taken reasonable steps to trace you and return the monies.

## 5. Fees

- 5.1 Our fees are computed based on time spent on your affairs by the principals and our staff and sub-contractors or consultants and on the levels of skill and responsibility involved.
- 5.2 If it is necessary to carry out work outside the responsibilities outlined in this letter it 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.
- 5.3 Our terms relating to payment of amounts invoiced and not covered by standing orders, where appropriate, are strictly 30 days net. Interest will be charged on all overdue debts at 5% above HSBC Bank plc base rate on all accounts unpaid after this period from the date of the invoice.
- 5.4 If a client company, trust or other entity is unable or unwilling to settle our fees, we reserve the right to seek payment from the individual (or parent company) giving us instructions on behalf of the client, and we shall be entitled to enforce any sums due against the group company or individual nominated to act for you.
- 5.5 Insofar as we are permitted to so by law or by professional guidelines, we reserve the right to exercise a lien over all funds, documents and records in our possession relating to all engagements for you until all outstanding fees and disbursements are paid in full.
- 5.6 In the event that this firm ceases to act in relation to your affairs you agree to meet all reasonable costs of providing information to your new advisors. In particular you agree to meet these costs even where we are required by law to provide information to a successor firm.

## 6. Retention of and Access to Records

- 6.1 You have a legal responsibility to retain documents and records relevant to your financial affairs. 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 and audit (where applicable) of your financial statements and returns. You should retain these records for at least seven years from the end of the accounting year to which they relate. You should retain them for longer if HM Revenue & Customs enquire into your tax return.
- 6.2 Whilst certain documents may legally belong to you, we intend to destroy correspondence and other papers that we store which are more than twelve years old, other than documents which we consider to be of continuing significance. Tax rules impose a requirement on taxpayers to retain records needed to enable a correct tax return to be made for a specified period. Where

you disengage from our services we intend to destroy correspondence and other papers that we store after expiry of the statutory period of retention as imposed by tax rules. If you require retention of any document, you must notify us of that fact in writing.

## **7. Confidentiality**

7.1 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 pronouncements applicable to this engagement.

7.2 You agree that, if we act for other clients who are or who become your competitors, to comply with our duty of confidentiality, it will be sufficient for us to take such steps as we think appropriate to preserve the confidentiality of information given to us by you, both during and after this engagement. These may include taking the same or similar steps as we take in respect of the confidentiality of our own information.

7.3 In addition, if we act for other clients whose interests are or may be adverse to yours, we will manage the conflict by implementing additional safeguards to preserve confidentiality. Safeguards may include measures such as separate teams, physical separation of teams, and separate arrangements for storage of, and access to, information.

7.4 You agree that the effective implementation of such steps or safeguards as described above will provide adequate measures to avoid any real risk of confidentiality being impaired.

7.5 We may, on occasions, subcontract work on your affairs to other tax or accounting professionals. The subcontractors will be bound by our client confidentiality terms.

7.6 If we use external or cloud-based systems, we will ensure confidentiality of your information is maintained.

7.7 We reserve the right, for the purpose of promotional activity, training or other business purposes, to mention that you are a client. As stated above, we will not disclose any confidential information.

## **8. Conflicts of Interest and Independence**

8.1 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 clause 7 above. We confirm that we will notify you immediately should we become aware of any conflict of interest involving us and affecting you unless we are unable to do so because of our confidentiality obligations. We have safeguards that can be implemented to protect the interests of different clients if a conflict arises. Where conflicts are identified

which cannot be managed in a way that protects your interests then we regret that we will be unable to provide further services.

- 8.2 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 in the paragraph on confidentiality above.

## 9. **Quality Control**

- 9.1 As part of our ongoing commitment to providing a high-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.

## 10. **Help Us to Give You the Right Service**

- 10.1 We are committed to providing you with a high-quality service that is both efficient and effective. 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 the director who deals with your affairs. If he/she fails to resolve the complaint to your satisfaction, then please contact the managing director who has overall responsibility for client matters.

- 10.2 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 ICAEW.

- 10.3 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:

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

## **11. Applicable Law**

- 11.1 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.
- 11.2 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.

## **12. Changes in The Law, in Practice or in Public Policy**

- 12.1 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, public policy or your circumstances.
- 12.2 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 to the fullest extent permitted by applicable law.

## **13. Internet Communication**

- 13.1 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. We will never change our bank details without confirming this to you by posted letter. Any emailed or telephoned communications appearing to be from us which are not confirmed by post are fake and we accept no liability for any loss caused to you through accepting such communications as genuine. Similarly, always give us by hand or by post (as well as by email) details of your bank account.
- 13.2 It is the responsibility of the recipient to carry out a virus check on any attachments received.

## 14. Data Protection

14.1 In this clause, the following definitions shall apply:

- (a) '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;
- (b) '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;
- (c) 'controller', 'data subject', 'personal data', and 'process' shall have the meanings given to them in the data protection legislation;
- (d) 'GDPR' means the General Data Protection Regulation ((EU) 2016/679); and
- (e) 'PECR' means the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003).

14.2 We shall each be considered an independent data controller in relation to the client personal data. Each of us will comply with all requirements and obligations applicable to us under the data protection legislation in respect of the client personal data.

14.3 You shall only disclose client personal data to us where:

- (a) 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 [www.duntop.co.uk/privacynotice](http://www.duntop.co.uk/privacynotice) for this purpose);
- (b) 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
- (c) you have complied with the necessary requirements under the data protection legislation to enable you to do so.

14.4 Should you require any further details regarding our treatment of personal data, please contact our data protection officer [dpo@duntop.co.uk](mailto:dpo@duntop.co.uk)

14.5 We shall only process the client personal data:

- (a) in order to provide our services to you and perform any other obligations in accordance with our engagement with you;
- (b) in order to comply with our legal or regulatory obligations; and

- (c) 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 [www.duntop.co.uk/privacynotice](http://www.duntop.co.uk/privacynotice)) contains further details as to how we may process client personal data.

14.6 For the purpose of providing our services to you, pursuant to our engagement letter, 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 European Economic Area (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.

14.7 We shall maintain commercially reasonable and appropriate security measures, including administrative, physical and technical safeguards, to protect against unauthorised or unlawful processing of the client personal data and against accidental loss or destruction of, or damage to, the client personal data.

14.8 In respect of the client personal data, provided that we are legally permitted to do so, we shall promptly notify you in the event that:

- (a) 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 or in respect of our processing of their personal data;
- (b) we are served with an information, enforcement or assessment notice (or any similar notices), or receive any other material communication in respect of our processing of the client personal data from a supervisory authority as defined in the data protection legislation (for example in the UK, the Information Commissioner's Officer); or
- (c) 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.

14.9 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.

## 15. Limitation of Third Party Rights

- 15.1 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.
- 15.2 The advice that we give to you is for your sole use and does not constitute advice to any third party to whom you may communicate it, unless we have expressly agreed in writing that a specified 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, your spouse nor any family member of yours or your employer, for any aspect of our professional services or work that is made available to them.

## 16. Client Identification

- 16.1 In common with other professional services firms, we are required by the *Proceeds of Crime Act 2002* and the *Money Laundering Regulations 2017* to:
- (a) Maintain identification procedures for clients, beneficial owners of clients and persons purporting to act on behalf of clients;
  - (b) Maintain records of identification evidence and the work undertaken for the client;
  - (c) Report, in accordance with the relevant legislation and regulations; and
  - (d) We have a statutory obligation under the above legislation to report to the National Crime Agency (NCA) any reasonable knowledge or suspicion of money laundering. Any such report must be made in the strictest confidence. In fulfilment of our legal obligations, neither the firm's principals nor may staff enter into any correspondence or discussions with you regarding such matters.
- 16.2 If we are not able to obtain satisfactory evidence of your identity and where applicable that of the beneficial owners, we will not be able to proceed with the engagement.

## 17. Our Membership of Kreston International

- 17.1 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.

- 17.2 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.
- 17.3 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.
- 17.4 If you use the services of such partners or staff in connection with this Engagement, 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 this Engagement, 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 its staff members responsible for any of our acts or omissions.
- 17.5 By engaging us, you agree that any claim arising from this Engagement shall be brought only against this firm and that no claims in respect of this Engagement 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 this Engagement.

## **18. Foreign Account Tax Compliance Act (FATCA) and Common Reporting Standards**

- 18.1 Unless agreed specifically in a separate engagement letter, we are not responsible for your compliance with the International Tax Compliance (United States of America) Regulations 2013, produced as a result of FATCA. In particular, we are not responsible for the categorisation of any UK entity into either a Financial Institution (FI) or an active or passive Non-Financial Foreign Entity (NFFE) nor, if a Financial Institution, for its registration with the US Internal Revenue Service (IRS) and subsequent submission of the required annual returns to HM Revenue & Customs.

## **19. General Limitation of Liability**

- 19.1 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. Further, we will not be liable to you for any delay or failure to perform our obligations if the delay or failure is caused by circumstances outside our reasonable control. Subject to clause 19.5 below, our liability to you shall be limited as set out in our engagement or other client letter.

- 19.2 You will not hold us, our directors, shareholders or employees responsible, to the fullest extent permitted by law, for any loss suffered by you arising from any misrepresentation, (intention or unintentional), supplied to us orally or in writing. This applies equally to fraudulent acts, misrepresentation or wilful default on the part of any party to the transaction and their directors, officers, employees, agents or advisers. However, this exclusion shall not apply where such misrepresentation, withholding or concealment is or should (in carrying out the procedures which we have agreed to perform with reasonable care and skill) have been evident to us without further enquiry.
- 19.3 You agree that you will not bring any claim in connection with services we provide to you against any of our directors, shareholders or employees personally.
- 19.4 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. You agree to indemnify us and our agents in respect of any claim (including any claim for negligence) arising out of any unauthorised disclosure by you or by any person for whom you are responsible of our advice and opinions, whether in writing or otherwise. This indemnity will extend to the cost of defending any such claim, including payment at our usual rates for the time that we spend in defending it and our legal fees on an indemnity basis.
- 19.5 Nothing in this agreement shall exclude or limit our liability for death or personal injury caused by negligence nor for fraudulent misrepresentation or other fraud which may not as a matter of applicable law be excluded or limited.

## **20. Intellectual Property Rights and Use of Our Name**

- 20.1 We will retain all intellectual property rights in any document prepared by us during the course of carrying out the engagement except where the law specifically states otherwise. You may only use such rights to the extent we agreed when engaged to provide services to you and may not resell or sublicense such rights without our further prior consent.
- 20.2 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.

## **21. The Provision of Services Regulations 2009**

- 21.1 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](http://www.auditregister.org.uk) under reference number C003910696.

- 21.2 The professional rules applicable to our audit work are the Audit Regulations and Guidance which can be found at [www.icaew.com/auditnews](http://www.icaew.com/auditnews) and the International Standards on Auditing (UK and Ireland) which can be found at [www.frc.org.uk/apb/publications/isa.cfm](http://www.frc.org.uk/apb/publications/isa.cfm).
- 21.3 Our professional indemnity insurer is Zurich Insurance Plc of The London Underwriting Centre, 3 Minster Court, Mincing Lane, London, EC3R 7DD. The territorial coverage is worldwide excluding 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.
- 21.4 We are also on the Irish audit register. Details of our audit registration can be viewed at [www.search.cro.ie/auditors/](http://www.search.cro.ie/auditors/) under reference number EWC003910696.

## 22. Interpretation

- 22.1 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 or schedules will take precedence.

## 23. Internal Disputes Within a Client

- 23.1 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.

## 24. Disengagement

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

## 25. Provision of Cloud-Based Services

- 25.1 Where the firm provides accounting software in the Cloud, this will be supplied by a third party (the 'Cloud Supplier'). We have satisfied ourselves that the software providers we use have robust security and are aware of their

obligations to ensure compliance with the relevant clauses in the firm's standard terms of business above (i.e. Our fees (5), Confidentiality (7), Internet Communication (13), Relevant Data Protection Legislation and General limitation of liability (19)).

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

25.3 The firm 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.

## 26. **Mail Received by Duncan & Toplis Addressed to the Client**

26.1 The office Director opens all mail, regardless who it is addressed to.

26.2 The original letter may then be passed to the manager to action or forward to the client (physically or on email) at their discretion.

## 27. **Credit-Related Services**

27.1 We are regulated by the Institute of Chartered Accountants in England and Wales to provide certain credit related services where these are complimentary to or arise out of the professional services we are providing to you. Such services may include a 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.