

ENGAGEMENT FOR SERVICES – OUR GENERAL TERMS AND CONDITIONS

This Appendix sets out our general terms and conditions.

Although these Terms and Conditions are prompted by the Services set out in Appendix I, they shall apply, as a separate agreement, in respect of each matter on which you instruct us. Where you control any company or companies or are a member of a group of companies, they shall apply to instructions from each of those companies.

COMMENCEMENT

Unless otherwise agreed in our engagement letter, our work will commence when we receive implicit or explicit acceptance of this letter. Except as stated in that letter we will not be responsible for periods before that date.

For the avoidance of doubt, should we start work on the Services with your prior knowledge, this agreement will commence immediately thereon.

You confirm that you have all the necessary powers and have obtained all the necessary authorisations, consents and approvals to enable you to enter into this engagement letter in a valid and lawful manner.

Under the Consumer Contracts Regulations 2013, if you are instructing us as an individual, you have the right to cancel this agreement without providing a reason for your decision or incurring any liability within the relevant cancellation period. The cancellation period will expire after 14 calendar days from the date on which you receive this letter. In order to exercise your right to cancel you should notify us of your decision within the cancellation period. You can do this using the cancellation form attached or by making a clear statement setting out your decision. The contract and any obligations of both parties to the contract will come to an immediate end. If, within 14 calendar days, you have given us express permission to commence work on your matter, we will reserve the right to render a bill.

AUTHORISATION AND REGISTRATION

We are a limited company, formed under the Companies Act 2006. We are registered by the Chartered Institute of Management Accountants.

Where we undertake audit work, we are required to follow the Audit Regulations and Guidance.

PROFESSIONAL RULES AND STATUTORY OBLIGATIONS

We will observe and act in accordance with the bye-laws, regulations, code of ethics, standards and guidance of the Chartered Institute of Management Accountants and will accept instructions to act for you on this basis. The requirements are available on-line at www.cima.com.

We will not be liable for any loss, damage or cost arising from our compliance with statutory or regulatory obligations.

FEES AND PAYMENT TERMS

It is our policy initially to issue a request for payment of our fees and to issue a receipted VAT invoice once payment is received. Our request for payment will be due for payment within 30 days. We reserve the right not to undertake further work on your behalf if we do not receive payment of our fees in accordance with these terms. In the event of non-payment we shall be entitled to charge interest at the rate set by law. We may use any money we, or our related companies, may hold on your behalf as payment (whether in whole or in part) of any sum that you owe us under this agreement. We will, however, advise you in writing before taking such action.

If we need to do work involving responsibilities in addition to those set out in our engagement letter, we will advise you in advance. Such work will involve additional fees.

If we provide you with an estimate of our fees for any specific work, then the estimate will not be contractually binding unless we explicitly state that that will be the case.

Unless otherwise agreed to the contrary our fees do not include the costs of any third party, counsel or other professional fees.

To ensure that the VAT status of our services is classified correctly you will provide us with such evidence (e.g. proof of registration for VAT) as we may request for this purpose. You will indemnify us for any interest, penalties or legal costs as a result of any information on your VAT status not being correct.

In some cases, you may be entitled to assistance with your professional fees, particularly in relation to any investigation into your tax affairs by HMRC. Assistance may be provided through insurance policies you hold or via membership of a professional or trade body. Other than where such insurance was arranged through us you will need to advise us of any such insurance cover that you have. You will remain liable for our fees regardless of whether all or part are liable to be paid by your insurers.

We shall not be obliged to accept any payment in relation to any matter other than in the form of a cheque drawn on a UK Bank account of yours or of an appropriate third party acceptable to us, or by bank transfer confirmed by our bank to be from such an account. In exceptional circumstances we may in our absolute discretion agree to accept payment by some other method. Under no circumstances will we be obliged to accept payments from third parties who are not, in our view, properly involved with the relevant matter. We shall have no liability for any delay to your Services or other consequences arising from any non-compliance by you with these provisions.

If you do not accept that an invoiced fee is fair and reasonable you must notify us within 21 days of receipt, failing which you will be deemed to have accepted that payment is due

THIRD PARTIES

Our duty of care is to you as our client, not to any third party, unless we have agreed in writing to accept a duty to the third party. If you ask us to take instructions on your behalf from a third party then until you notify us in writing to the contrary, we will be entitled to act on any instructions given by that third party as if they were given by you; and you will indemnify us against any claim that the third party was not entitled to act or give instructions on your behalf or that we were not entitled to act on any such instructions.

CONFIDENTIALITY

We agree to use any information concerning your affairs only in relation to the Services. We agree not to disclose, and to take such steps as we, in good faith, think fit to preserve the confidentiality of any confidential information held in connection with the Services. This is, however, subject to applicable legal, regulatory or professional disclosure requirements relevant to the Services.

Unless required by law or regulation, we shall be under no obligation to disclose to you or take into consideration any fact, thing or matter the disclosure of which would or might be a breach of confidence or breach of duty to any other person.

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, both during and after engagement. These may include taking the same or similar steps we take in respect of the confidentiality of our own information.

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 maintain independence and

confidentiality. Safeguards may include measures such as separate teams, physical separation of teams and separate arrangements for storage of, or access to, information.

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.

If you have made a public announcement about work we have undertaken for you, or if it otherwise comes into the public domain (other than by our default), we may make public our involvement, unless you expressly prohibit such disclosure. We will seek your permission if we wish to publicise other work we have done for you.

We may, in certain circumstances, have a right or a duty to disclose certain matters arising in the course of our professional work to relevant authorities under the Proceeds of Crime Act 2002, the Financial Services and Markets Act 2000 or other legislation without informing you of such disclosure. You agree that such disclosure will not amount to a breach of the confidentiality provisions above and you will have no claim against us in respect of anything we may do in good faith with a view to meeting our obligations in respect of any legislation in force from time to time.

INTRODUCTIONS

If we put you in touch with any third party (whether in connection with the Services or otherwise), we do so on the basis that we are not acting as their agent or representative. You should satisfy yourself that any person referred to you adequately meets your requirements. We shall use reasonable care in selecting any such person, but we shall not be liable for their advice, opinions or the information supplied by them or for the payment of their fees or expenses and, in particular, we do not accept responsibility for any act or omission (including any negligence) on their part. Such third party may be an associate or a related company.

Refer to “Investment Business Services (Including Insurance Mediation Services) & Referrals” below for introductions to Permitted Third Parties.

CONTACTING YOU

Unless you instruct us otherwise we may, where appropriate use electronic mail (e-mail) or other electronic means to communicate with you and/or other parties with whom we are in touch in connection with the Services. 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 devices. 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 agree to bear in return for greater efficiency. 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.

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

You agree we may contact you without your express permission where we need to do so to provide you with a proper service. We shall of course comply with any restrictions of which you notify us in writing.

HELPING US TO GIVE YOU THE BEST SERVICE

We are confident that we provide a high quality of service. However, if you are dissatisfied with the service you have received from us or have any query or concern about our work or would like to discuss with us how our service could be improved, please do not hesitate to let us know by first taking it up with the accountant who is responsible for handling your affairs. If that does not resolve the problem to your satisfaction or you would prefer not to speak with that person, please take it up with Matthew Pears, our Chief Executive. We undertake to look into any complaint carefully and promptly and to explain the position to you clearly. If for any reason we are unable to resolve the problem with you then you may subsequently contact the Chartered Institute of Management Accountants.

INVESTMENT BUSINESS SERVICES (INCLUDING INSURANCE MEDIATION SERVICES) & REFERRALS

Impact accounting Ltd and its related companies are not authorised by the Financial Conduct Authority (FCA) to conduct investment business services. We are licensed by the Chartered Institute of Management Accountants to provide certain investment services which are complementary to or arise out of the professional services we are providing to you.

In particular, we may:

advise you on investments generally, but not recommend a particular investment or type of investment;

refer you to a Permitted Third Party (PTP) (an independent firm authorised by the FCA) and assist you in instructing the PTP;

assist you and the PTP during the course of any advice given by that party comment on, or explain, the advice received (but not make alternative recommendations) and assist you in any documentation.

If, during the provision of professional services to you, you need advice on investments we may refer you to a person authorised by the FCA. Any such referral will be made with a view to your receiving independent advice or the independent exercise of discretion, in relation to investments generally.

Any work performed for you by the PTP will be conducted under separate terms of business. The PTP will issue you with his own terms and conditions, will be remunerated separately for his services and will take full responsibility for any services and advice provided and for compliance with the requirements of the Financial Services and Markets Act 2000 and of the FCA.

Any advice given is governed by the FCA rules and regulations and indemnity insurance, which meets all the requirements laid down by the FCA, is provided.

If, as a result of advice given by us or in connection with our involvement, you require us to effect a transaction, we shall require a written statement of your instructions. If it is outside our licence, we will immediately notify you.

COMMISSIONS

If we receive commission or other benefits for introductions to other professionals or for transactions we arrange for you, we will account to you for that benefit. The value of such benefit will be notified to you and will be deducted from current and future fees otherwise chargeable to you.

CLIENT MONIES

We may hold or receive money on your behalf only if agreed with us in advance. If you deposit money direct with our bank, we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds.

Monies held on your behalf will be held in trust in a client bank account that 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 Chartered Institute of Management Accountants.

Client monies will normally be held in our general clients' bank account. No interest shall be payable to you in respect of monies so held. However, such monies may be transferred to a designated

account where it is considered appropriate, where required by the Regulations, or as a result of specific instructions to that effect being received. To avoid excessive administration, interest will be paid to you only where the amount earned on the balances in designated client accounts held on your behalf exceeds GBP 2,500.00 in any 12 month period. Subject to any tax legislation requirements, interest will be paid gross.

We will return monies held on your behalf promptly as soon as there is no longer a 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, then we may pay those monies to a registered charity.

DOCUMENTS

You agree to provide us in a timely manner with all documents and information we may need to complete the Services and, unless stated otherwise, you confirm that the documents and information provided are correct and accurate.

Insofar as permitted to do so by law or 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.

We shall have the exclusive copyright in any letters, papers or other documents prepared by us during the course of carrying out the Services, save where the law specifically provides otherwise.

There may be occasions where you wish us to comment on the commercial aspects of legal documents. We will not be involved in their drafting or preparation as we consider this is the responsibility of lawyers. Whilst every care will be taken in the advice we give you in relation to any document, such advice and/or comments should not be taken as definitive. We cannot accept any liability or responsibility for any loss or damage suffered as a result of any defect in the drafting or preparation of any document or the completion of any mechanics adopted to give effect to it.

DATA PROTECTION

In this clause, the following definitions shall apply:

‘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;

'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;

'controller', 'data subject', 'personal data', and 'process' shall have the meanings given to them in the data protection legislation;

'GDPR' means the General Data Protection Regulation ((EU) 2016/679); and

'PECR' means the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003).

Where we do not act directly for the data subject, we shall each be considered an independent data controller in relation to any client personal data. Each of us will comply with all requirements and obligations applicable to us under the data protection legislation in respect of any client personal data

You shall only disclose client personal data to us where:

(i) 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 Appendix III or on our website www.impacc.co.uk)

(ii) 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

(iii) you have complied with the necessary requirements under the data protection legislation to enable you to do so.

You agree to indemnify us, and defend at your own expense, against all costs, claims, damages or expenses incurred by us or for which we may become liable due to any failure by you or your employees or agents to comply with any of your obligations under this Clause

Should you require any further details regarding our treatment of personal data, please contact our Information Security Officer.

We shall only process client personal data:

(i) in order to provide our services to you and perform any other obligations in accordance with our engagement with you;

(ii) in order to comply with our legal or regulatory obligations; and

(iii) 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, below, contains further details as to how we may process client personal data.

For the purpose of providing our services to you, pursuant to our engagement letter, we may disclose client personal data to related entities of this firm, 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.

We may disclose client personal data to other third parties in the context of a possible sale, merger, restructuring or financing of or investment in our business. In this event we will take appropriate measures to ensure that the security of the client personal data continues to be ensured in accordance with data protection legislation. If a change happens to our business, then the new owners may use our client personal data in the same way as set out in these terms.

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

In respect of any 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 any 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, any client personal data.

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.

REPORTS AND ADVICE

You shall place no reliance on any reports or advice issued by us in draft, since such drafts are subject to revision and other factors that may result in them being substantially different from any final report or advice issued.

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 by us in writing.

Our advice, reports and letters are confidential and are prepared only for you, as our client, and may not be used, reproduced or circulated, whether in whole or in part, for any other purpose, without our prior written consent. Under no circumstances, regardless of consent, will we assume any responsibility to any third party to whom disclosure may be made and you agree to indemnify us in respect of any claim against us, including the costs of defending such a claim, arising out of any disclosure whether by you or anyone engaged by you.

ONLINE SUBMISSION

HMRC are moving most of their services online. This means that most returns including accounts, tax returns, PAYE, CIS and VAT returns are now made electronically via the HMRC website. Unless you instruct us otherwise in writing, we will assume you consent to online submissions and where possible submit your returns electronically.

For most of these online submissions, we rely on third party software providers as well as HMRC software, to ensure that the returns are compatible with HMRC requirements and are delivered in a timely manner. We accept no liability for penalties incurred for late submission of returns due to the failure of either HMRC or a third party software.

CONFLICTS OF INTEREST AND INDEPENDENCE

We reserve the right at any time during or after 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 the obligations of confidentiality set out above.

We will disclose any material conflict of interest to you when it comes to our notice unless we are unable to do so due to confidentiality restrictions. 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 and it is capable of being addressed successfully by the adoption of suitable safeguards to protect your interests, we will adopt those safeguards. In resolving the conflict, we would be guided by the CIMA's Code of Ethics.

During and after our engagement, you agree that we reserve the right to act for other clients whose interests 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.

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. If this arises, we will inform you as soon as reasonably practicable and we will endeavour to minimise any inconvenience to you.

INTERNAL DISPUTE WITHIN A CLIENT

If we become aware of a dispute between the parties who own or are in some way involved in the ownership and management of the business, it should be noted that our client is the business 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 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/ the LLP and take no further action until the board/partnership/LLP has agreed the action to be taken.

INDEMNITY

If, arising out of the Services, any claim shall be brought against us or we shall be joined in any proceedings (other than in respect of any actual or alleged liability on our part for any professional negligence or any breach of any contract with you or any breach of any duty owed by us to you) you agree to indemnify us against any loss (including all reasonable costs and expenses) which we may suffer in connection with any such claim or proceedings. Where two or more clients instruct us in respect of the same matter, each client shall be and remain jointly and severally liable to us.

INSURANCE

In accordance with the disclosure requirements of the Services Regulations 2009, our leading professional indemnity insurer is Hiscox Insurance Company Limited, of 1 Great St. Helens London EC3A 6HX United Kingdom. The territorial coverage is worldwide.

RIGHTS OF THIRD PARTIES

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 engagement. Such limitation does not affect any right or remedy of any person that exists or is available otherwise than pursuant to that Act.

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.

CLIENT IDENTIFICATION AND VERIFICATION

In common with other professional services firms, we are required to identify and verify the identity of our clients for the purposes of the 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. We may use electronic data sources to help us with the verification. Such checks leave a different footprint to credit checks on electronic files.

Please note that we are unable to provide the Services until we have satisfactorily completed our client identification and verification procedures.

CHANGES IN STATUS

You shall notify us within 14 calendar days of any changes to your circumstances which we should reasonably be made aware of, including (i) changes of name, address, telephone or fax numbers or e-mail address (ii) (where you are a company, a group of companies or a trust) ownership changes and changes in directors or trustees and (iii) if you go into administration, receivership or liquidation or make any arrangement with your creditors.

ENFORCEABILITY

If any provision of our engagement letter, schedule of services or standard terms of business is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the legality, validity or enforceability in that or any other jurisdiction of the rest of that provision or of any other provision of our engagement letter.

WHOLE AGREEMENT

Our engagement letter, the schedule of services and standard terms of business comprises the whole agreement between us relating to the Services and supersedes any previous letter of engagement relating to the same matter.

In the event of any conflict between these terms of business and our engagement letter or schedules, the relevant provision in the engagement letter or schedules will take precedence.

FORCE MAJEURE

We shall not be responsible for any failure on our part to perform any of our obligations under our engagement letter arising as a result of matters beyond our reasonable control, including (without limitation) any act of God, fire, riot, war, terrorism, civil commotion, act of state or government, prevention from or hindrance in obtaining any materials, energy or other supplies, or any labour dispute.

GOVERNING LAW AND JURISDICTION

Each party agrees that our engagement letter, the schedule of services marked as "Appendix I" and our general terms and conditions of business marked as "Appendix II" are governed by, and should be construed in accordance with, English law. Each party agrees that the Courts of England will have exclusive jurisdiction in relation to any claim, dispute or difference concerning our engagement letter, the schedule of services or general terms and conditions of business and any matter arising from or under, or related to any of these documents. Each party irrevocably waives any right it may have to object to any action being brought in the English Courts (including, but not exhaustively, by way of argument that the English Courts are an inconvenient forum), or to claim that the English Courts do not have jurisdiction.

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 in your circumstances. We will accept no liability for losses arising from changes in the law, or the interpretation thereof, that occur after the date on which any advice is given.

TRANSFER

We may transfer all or any of our rights and obligations under this engagement either to another appropriately authorised member of the group or to another person that succeeds to our business.

IMPLEMENTATION

We will only assist with implementation of our advice if specifically instructed in writing.

NOTIFICATION

We shall not be treated as having notice, for the purposes of our responsibilities, of information provided to members of our firm other than those engaged on specific assignments.

AMENDMENTS

We may change the Terms and Conditions in this engagement by giving notice to you. For major changes, we will give at least four weeks' notice unless any relevant law or regulation requires otherwise. Minor changes will be notified on our website.

TERMINATION

Our engagement letter and standard terms shall remain in force until cancelled or superseded by agreement between us in writing. Either of us may terminate our engagement hereunder at any time by giving written notice to the other. Termination will not affect our rights of remuneration, indemnification or any contractual provision intended to survive termination or any other accrued rights.

In the event of termination of this engagement, we will endeavour to agree with you the arrangements for the completion of work in progress at that time, unless we are required for legal or regulatory reasons to cease work immediately. In that event, we shall not be required to carry out further work and shall not be responsible or liable for any consequences arising from termination.

Notwithstanding termination for any reason, we shall be entitled to retain one copy of any documents that we require in order to maintain a professional record of the Services we have provided.

Upon termination, you will pay forthwith upon request all fees and expenses due in respect of the Services provided up to the date of termination, together with our reasonable costs and expenses incurred in connection with the termination of our appointment.

If you are instructing us as an individual, additional statutory safeguards may apply. You may cancel your instructions by telephoning, emailing or otherwise contacting the appropriate fee earning partner, or by sending us a completed Cancellation Form enclosed with this engagement letter. Notwithstanding this, if you have asked us to start work and you subsequently cancel your instructions, you acknowledge and agree that we will be entitled to charge our fees for the work performed, plus any expenses incurred on your behalf, up to the date on which you cancel in accordance with the terms set out in this engagement letter.

DISENGAGEMENT

Should we resign or be requested to resign we will normally issue a disengagement letter to ensure that our respective responsibilities are clear. Should we have no contact with you for a period of two years or more we may issue to your last known address a disengagement letter and hence cease to act.

RETENTION OF PAPERS

During the course of our work we may collect information from you and others relevant to the Services. We will return any original documents to you if requested. Whilst certain documents may legally belong to you we may destroy correspondence and other papers that we store, electronically or otherwise, which are more than seven years old. You must tell us if you require the return or retention of any specific documents for a longer period.

You may have a legal responsibility to retain documents and records relevant to the Services, for example for tax purposes, for specified periods as required by law. You are responsible for complying with any such record retention requirements.

January 2018 version

Client Data Privacy Notice

SUMMARY

Impact accounting Ltd and its related companies (as set out in Section 1 below, and referred to collectively in this notice as “Impact Accounting”, “we”, “us” and “our”) are committed to respecting and protecting our clients’ privacy. This privacy notice (together with any other documents referred to in it) sets out how we look after our clients’ (“you” and “your”) personal data, and tells you about your privacy rights and how the law protects you.

Personal data is any information relating to an identified or identifiable living person.

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1. Data Controller & contact details

The data controller is the Impact Accounting entity or entities which you have engaged for the provision of services. We are responsible for personal data collected from you when you engage with us to provide our services.

The Impact Accounting companies are Impact Accounting Limited (registered with the UK Information Commissioner’s Office (ICO) under number Z9999999) and has its registered office at 18 Bridleway, Billericay CM11 1DP.

We have appointed an Information Security Officer who is responsible for overseeing questions in relation to this privacy notice. If you have any questions about this privacy notice, including any requests to exercise your legal rights, please contact the Information Security Officer using the details set out below.

Impact Accounting

CISO

18 Bridleway, Billericay CM11 1DP

Email: info@impacc.co.uk

2. This privacy notice

This privacy statement describes how we collect and use our clients' personal data. Please read this privacy notice carefully.

In certain circumstances (for example, if you use our website), we may provide you with additional privacy notices which are relevant to you.

We do not provide services to children under the age of 18.

3. What information do we collect?

We collect different information depending on the nature and scope of our engagement, and the services we provide to you. The personal data we collect from our clients (and, where applicable, their employees, officers, contractors, agents, professional representatives and other third parties) may include:

Identity information, such as name, title, place and date of birth, gender, nationality, marital status, organisation name and position, and information from photographic identity documents such as your driving license or passport information.

Contact data, such as address and email and personal and business telephone details.

Financial and employment information including business activities, income, bank account details, National Insurance number, Unique Taxpayer Reference, and other financial and taxation information. If you ask us to perform specific tax, accounting, company secretarial and payroll services, we may also ask you for further information including your social security number, immigration and/or visa status, income, work hours, any sick leave or holidays you have taken, and retirement and pension information.

Marketing and communications data, including your preferences in receiving marketing and other communications from us.

Information about people connected with you, such as the names and ages of your spouse, partner or children, and details of their employment. We will only ask for this information if it is necessary for us to provide the services you have requested. Please ensure that you do not provide us with the personal data of any other individual without their permission.

We search for actual or alleged criminal or civil convictions as part of our anti-money laundering checks. We may also collect information in respect of your marriage or civil or domestic partnership(s) if this is relevant to the services you have asked us to provide for you. Other than these, we do not usually collect 'special categories' of personal data from our clients. ('Special categories' of data include details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, health information, or criminal convictions and offences.)

4. How we collect information

Different data is collected in different ways.

a) Personal data you provide to us

You may provide us with your identity and contact information; marketing and communications preferences; and financial data when you:

join us as a client and undergo our 'know your client' and anti-money laundering process;
provide us with access to your (or your organisation's) corporate and financial records; or
subscribe to our newsletters and updates.

b) Personal data from third parties or publicly available sources

We may obtain or verify information from public sources (such as Companies House) and/or third parties search agencies for anti-money laundering and audit purposes. Information obtained from third parties may include your name (and other family names), address, any directorships you hold, and any alleged or actual civil or criminal offences.

5. How and why we use information

We will only use your information for the following purposes:

a) Providing professional services

We will process your financial, identity and contact information in order to provide the services you have requested. We may also process the data of your family members for this purpose (as set out above).

b) Where we have a legitimate interest (reasonable business purpose) for doing so

We will use your information for our legitimate business reasons where our doing so will not unduly affect your rights.

We use your identity and contact information to:

Manage our relationship with clients

Undertake client engagement procedures

Monitor quality of services provided

Keep our records up to date

Create a profile of your interests and preferences so that we can contact you in the most appropriate way and with the most relevant information

Develop our marketing strategy by seeing which people are the most interested in our services.

Implement security measures, which might include automated scans to identify harmful emails

We may use any or all of the information above to administer and manage our business in general, and in the context of a business reorganisation or group restructuring exercise.

If you feel that your interests and fundamental rights outweigh our business purposes, and that we should therefore stop processing your data, please let us know.

c) Providing information about us and our services

If you sign up to our mailing lists, we will send you marketing information that you have consented to receive, including insights and invitations to events.

d) Complying with a legal or regulatory obligation

In certain circumstances, we may need to retain or use your data to comply with regulations and/or the law.

6. How we share information

We take your privacy seriously, and we do not sell, share, or transfer this information, except as set out in this statement.

If necessary, we may pass your information between our offices and between Impact Accounting companies for administrative purposes and to provide professional services to our clients.

We share your information with our trusted third party service providers who support us in providing our professional services and who help provide and manage some of our internal IT systems. These may include providers of IT, cloud based software providers, identity checking, website hosting & management, data back-up, security and storage services. When we share your information with our service providers, we will ensure that your data is kept secure and used only in accordance with this notice.

We may also share your information with:

Professional advisers acting as processors or joint controllers including consultants, lawyers, bankers, auditors, financial advisers and insurers who provide consultancy, banking, legal, financial, insurance and accounting services. We will only share your personal data with these parties with your express prior permission.

HM Revenue & Customs, regulators and other government authorities or to other third parties in accordance with applicable law or regulation acting as processors or joint controllers who have the authority to obtain disclosure of personal data.

7. International transfers

For the purpose of providing our services to you we may disclose client personal data to 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. Our vendors use a combination of mechanisms to ensure that such transfer(s) are in accordance with applicable data privacy, including the 'Model Clauses'.

8. Data Security

The security of your personal information is important to us. We have a framework of policies and procedures in place covering data protection, confidentiality and security which are subject to regular review. . We seek to use reasonable physical (e.g. key card office entry, locking doors), technical (e.g. password protection, network firewalls, laptop encryption, authentication mechanisms), and administrative safeguards (e.g. confidentiality agreements, training, procedures that limit access to and use of data) to protect the information we process. However, no method of transferring data is completely secure. Therefore, while we strive to use reasonable and appropriate means to protect your personal information, we cannot guarantee absolute security.

If we become aware of a data breach and think that it may pose a high risk your rights, we will notify you without undue delay.

Your information will be held on central databases, computer files, in email record, or as paper records.

If for financial or technical reasons we need to use a supplier outside of the European Economic Area ("EEA") we will take steps to put in place suitable safeguards to protect your personal data.

9. How long we keep your data

We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

We will retain your personal data in line with our records retention schedule unless a valid business reason exists which means we need to retain personal data for longer.

In the absence of specific legal, regulatory or contractual requirements, our retention period for records created in the provision of services is 7 years. You can request a copy of our retention schedule by contacting us.

10. Your Rights

The law gives you certain rights over your personal data. You may:

require us to rectify the personal data we hold about you, where that data is incorrect;

require that we restrict the processing of your personal information in certain circumstances;

request access to the personal data that we hold about you;

require that, in certain circumstances, we delete the personal information we hold about you;

require that we provide you with the personal information that we hold about you in a structured, commonly used and machine-readable format;

withdraw your consent to our using your data for marketing purposes at any time; and/or

lodge a complaint with the relevant supervisory authority.

If you wish to exercise any of these rights, please contact us at info@impacc.co.uk, or by writing to us at our address set out above.

You also have the right to refer a complaint with the Information Commissioner's Office ("ICO"), which is the UK supervisory authority for data protection issues (www.ico.org.uk). We would, however, be grateful if you would contact us in the first instance so we can endeavour to deal with your concerns direct.

11. Changes to this policy or your data

We have an obligation to keep this privacy notice under regular review and we may therefore amend or modify this privacy notice from time to time. We will notify you of any such changes.

This privacy notice was last updated 23 May 2018

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us.