

SCHEDULE T

CORPORATE AND CONSULTANCY SERVICES

This schedule should be read in conjunction with the engagement letter and the terms of business.

1. CORPORATE SERVICES

1.1 Company secretarial

1.1.1 A private company/limited liability partnership is required to file its financial statements at Companies House within nine months of the year end. The company will be liable to a fine if it fails to do so. We accept no responsibility for fines or regulatory action taken against the directors if the statutory financial statements are not available for filing.

1.1.2 We have agreed to act as your agent, and to:

- a) submit the financial statements to the Registrar of Companies;*
- b) complete and submit the company's confirmation statement;*
- c) complete and submit any other forms which are required by law to be filed at Companies House, provided that you keep us fully informed of any relevant changes or events which are required to be notified to Companies House, within one week of the change or event;* and
- d) maintain the statutory books.*

1.1.3 You are required to complete all the returns which are required by law to be filed at Companies House, for example, the confirmation statement and the notification of changes in directors. We will, of course, be pleased to advise you on these and any other company secretarial matters, if requested.

2. CONSULTANCY SERVICES

2.1 Further assistance we can provide

2.1.1 There are many other areas in which we may be able to be of assistance (subject to the restrictions imposed by the FRC's Ethical Standard), and we will be pleased to discuss any matters with you. These other services include:

- a) reports in support of returns or claims, eg, insurance company certificates, government grants, etc;*
- b) advice on financial matters;*
- c) management accounting, including such matters as cash flow statements, costing systems, etc, and advice on management;*
- d) advice on the selection and implementation of computer systems;*
- e) investigations for special purposes, eg, acquisitions of other businesses or examination of specific aspects of your business;* and
- f) advice on the selection and recruitment of staff.*

3. LIMITATION OF LIABILITY

3.1 Claim limitation

3.1.1 We have discussed with you the extent of our liability to you in respect of the professional services described in this engagement letter (the professional services). Having considered both your circumstances and our own, we have reached a mutual agreement that £100,000 represents a fair maximum limit to our liability.

3.1.2 In reaching this agreement, it is also agreed that:

- a) in the event of any claim for loss or damage arising from the professional services, you have agreed that the sum of £100,000 represents the maximum total liability to you in respect of the firm, its principals/directors/members and staff; this maximum total liability applies to any and all claims made on any basis and therefore includes any claims in respect of breaches of contract, tort (including negligence) or otherwise in respect of the professional services and shall also include interest;
- b) we confirm that the limit in respect of our total aggregate liability will not apply to any acts, omissions or representations that are in any way criminal, dishonest or fraudulent on the part of the firm, its principals/directors/members or employees or any other liabilities that cannot be lawfully limited or excluded; and
- c) you have agreed that you will not bring any claim of a kind that is included within the subject of the limit against any of our principals/directors/members or employees on a personal basis.