

Terms & Conditions

The following terms of business apply to all engagements accepted by Brooks Equestrian Academy Ltd. All work is carried out under these terms except where changes are expressly agreed in writing.

- 1.0 Professional rules and practice guidelines
- 1.1 We will observe the bye-laws, regulations and ethical guidelines of the Institute of Chartered Management Accountants and accept instructions to provide services to you on the basis that we will act in accordance with them.
- 2.0 Conflicts of interest and independence
- 2.1 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 the confidentiality clause below. We confirm that we will notify you immediately should we become aware of any conflict of interest involving us and affecting you.
- 3.0 Confidentiality
- 3.1 We confirm that 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 statements relevant to our engagement.
- 4.0 Help us give you the best service
- 4.1 We wish to provide a high quality of service at all times. If at any time you would like to discuss with us how we could improve our service, or if you are dissatisfied with the service you are receiving please let us know by contacting the office immediately (see contact details below)
- 4.2 We will look into any complaint carefully and promptly and do all we can to explain the position to you. If we have given you a less than satisfactory service, we undertake to do everything reasonable to put it right. If you are still not satisfied you may of course refer the matter to our Institute.
- 5.0 Contracts (Rights of Third Parties) Act 1999
- 5.1 Only someone who is a party to this agreement has the right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. This clause does not affect any right or remedy that exists independently of the Act.



any aspect of our professional services or work that is made available to them.

6.0 Fees

- 6.1 Fees will usually be charged in accordance with the estimate provided to you before we commence our work. However, we reserve the right to charge additional fees should we find that additional work is necessary to complete the work assignment.
- 6.2 Time is allocated to students when they start attending the provision. We therefore still charge if the student does not make their placement as the time has been allocated to them.
- 6.3 We normally invoice just before the end of each month or fortnightly for work done during that month. For Book-keeping, Payroll, Accounts Preparation and Year-end Accounts and Annual Returns 'Contract Services' we agree fees in advance. All other fees are payable within 7 days of issue. Any queries concerning invoices should be raised with us within 7 days of the date of issue of the invoice.
- 6.4 Regardless of the net on the invoice the invoice should be paid on the due date to Brooks Equestrian Academy
- 6.5 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.
- 6.6 We require a month's notice to terminate the placement of a student that is enrolled with Brooks Equestrian Academy

7.0 Applicable law

7.1 Our engagement with you is governed by, and interpreted in accordance with, English law. The Courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning our engagement letter and terms of business and any matter arising from or under them. Each party irrevocably waives any right it may have to object to any action being brought in those courts, to claim that the action has been brought in an inconvenient forum, or to claim that those courts do not have jurisdiction.

8.0 Further information

13.1 If you require further information or have any queries regarding our business terms and conditions, please contact Angel Brooks, <u>Brooksequestrian@outlook.com</u>, 07788869798