

Our Ref: //LISEWSKI P

Your Ref:

Mr P E Lisewski
2nd Floor
40D Gledstanes Road
Barons Court
London
W14 9HU

1 April 2005

Dear Paul,

The purpose of this letter is to set out the basis on which we are to act as your tax agents and advisors and our respective areas of responsibility. You are legally responsible for making a correct return in respect of your annual tax liability, and for payment of your tax on time. It is therefore essential that we, as your agent, are supplied with all relevant information concerning your taxation affairs in good time. Would you please therefore let us have copies of any communications you receive from the Revenue. Your spouse is legally responsible for his own tax affairs and should be dealt with independently. However, if both spouses sign this letter you agree that we can disclose to your spouse such details of your financial affairs as are required to consider your combined tax position.

Your Responsibilities - Provision of Information by You

- i Under the self-assessment regime there are a number of key dates by which returns and payments must be made. Failure to meet the deadlines may result in automatic penalties, surcharges and/or interest.
- ii You are responsible for making correct returns and for payment of tax on time.
- iii To enable us to carry out our work you agree:
 - a to make a full disclosure to us of all sources of income, charges, allowances and capital transactions and to provide full information as necessary for dealing with your affairs; we will rely on the information and documents being true, correct and complete;
 - b to respond quickly and fully to our requests for information and to other communications from us;
- iv That we can approach such third parties as may be appropriate for information that we consider necessary to deal with your affairs;
 - a to provide us with information in sufficient time for your tax return to be completed and submitted by 31st January following the end of the tax year. In order to meet this date you agree to provide us with all the relevant information as soon as practical after the end of each tax year.
 - b to forward to us on receipt copies of all Inland Revenue statements of account, PAYE coding notices, notices of assessment, letters and other communications received from the Inland Revenue to enable us to deal with them as may be necessary within the statutory time limits;
 - c to keep us informed about any significant changes in your circumstances if they are likely to affect your tax position.
- v We will provide our professional services outlined in this letter with reasonable care and skill. However, we will not be responsible for any losses, penalties, surcharges, interest or additional tax liabilities arising from the supply by you or others of incorrect or incomplete information, or your or others' failure to supply any appropriate information or your failure to act on our advice or respond promptly to communications from us or the tax authorities.

- vi If the Inland Revenue raise enquiries relating to your personal tax return, we will discuss the position with you and agree with you the basis on which we will deal with such enquiries on your behalf.

We will prepare your tax return in future years under the same conditions as above.

Personal Tax Returns

- vii We will prepare your personal tax return and all supporting schedules as necessary. You will be responsible for letting us have all the information needed to prepare this form.
- viii We will deal with matters arising in respect of years prior to the above year, as appropriate if asked to do so.
- ix We will forward to you the tax return form and supporting schedules for review and signature. Once you have checked, approved and signed the return, we shall submit it to the Inland Revenue. You authorize us to file the return electronically.
- x We will tell you how much tax you should pay and when. If appropriate we will initiate repayment claims when tax has been overpaid.
- xi We will deal with the Inland Revenue regarding any amendments required to your return and prepare any amended returns that may be required.
- xii We will advise as to possible claims and elections arising from the tax return and from information supplied by you. Where instructed by you, we will make such claims and elections in the form and manner required by the Inland Revenue.
- xiii We will deal with all communications relating to your return addressed to us by the Inland Revenue or passed to us by you. However, if the Inland Revenue choose your return for enquiry this work may need to be the subject of a separate assignment in which case we will seek further instructions from you.

General Tax Advice

We will be happy to help you generally with any matters relating to your taxation affairs. Please advise us in good time of any proposed transactions. Tax legislation changes frequently and we would recommend that you ask us to review any advice already given if a transaction is delayed, or is to be repeated, or if an apparently similar transaction is to be undertaken. It is our policy to confirm in writing advice upon you may wish to rely.

Investment services

We are not authorised by the Financial Services Authority to conduct Investment Business. If you require investment business services we will refer you our sister practice Russell & Co Independent Financial Advisers. They are regulated and authorised in law separately.

Excluded Services

You will continue to deal with other matters required by law, such as:

- a Forms P11D;
- b Obligations under IR35;
- c Inheritance tax returns.

You will deal with claims and any related correspondence, appeals or other matters in respect of working tax credits and child tax credits.

Professional Rules and Practice Guidelines

We will observe the Bye-laws, regulations and ethical guidelines of The Institute of Chartered Accountants in England and Wales and accept instructions to act for you on the basis that we will

act in accordance with these guidelines. In particular you give us authority to correct Inland Revenue errors. A copy of these guidelines is available for your inspection in our offices.

Commissions or Other Benefits

In some circumstances, commissions or other benefits may become payable to us in respect of transactions which we arrange for you, in which case you will be notified in writing of the amount and terms of payment and receipt of any such commissions or benefits. The fees that would otherwise be payable by you as described will not take into account the benefit to us of such amounts. You consent to such commission or other benefits being retained by us without our being liable to account to you for any such amounts.

Clients' Monies

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.

Retention of Records

- i 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 preparation of your return. You should retain them for 7 years from the 31 January following the end of the tax year. This period may be extended if the Inland Revenue enquire into your tax return.
- ii Whilst certain documents may legally belong to you, unless you tell us not to, we intend to destroy correspondence and other papers that we store which are more than seven years old, other than documents which we think may be of continuing significance. You must notify us in writing if you require retention of a particular document.

Regulatory Requirements

We reserve the right to disclose our files to regulatory bodies in the exercise of their powers.

Quality of Service

- i We aim to provide the best possible service to our clients. If you would like to discuss how our service could be improved please let us know by telephoning us..
- ii We undertake to look into any complaint carefully and promptly and do all we can to explain the position to you. We will do everything reasonable to put matters right. Prompt communication enables us to take prompt action on your behalf.
- iii Should you at any stage, feel that you have not received an adequate response to a complaint the circumstances should be brought to the attention of the senior partner.
- iv If we do not answer your complaint to your satisfaction you may take up the matter with our professional body.

Fees

- i Our fees are computed on the basis of the time spent on your affairs by the partners and our staff and on the levels of skill and responsibility involved. Wherever possible our fees are dealt with on a fixed agreed basis. These fees will be billed at appropriate intervals during the course of the year and will be due on presentation. If work is required which is outside the scope of this letter, for example dealing with Inland Revenue enquiries into the tax return, then this will be a separate engagement for which additional fees will be chargeable. We will add value added tax, if applicable, at the current rate.
- ii Our invoices are payable on presentation. We may terminate our engagement and cease acting if payment of any fees billed is unduly delayed. However, it is not our intention to use these arrangements in a way that is unfair or unreasonable.

Limitation of Liability

- i 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.

- ii We will provide the professional services outlined in this letter with reasonable care and skill. However, we will not be responsible for any losses, penalties, surcharges, interest or additional tax liabilities arising from the supply by you or others of incorrect or incomplete information, or from the failure by you or others to supply any appropriate information or your failure to act on our advice or respond promptly to communications from us or the tax authorities.
- iii You agree to hold harmless and indemnify us against 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 provided to you by the firm against any of our employees on a personal basis.

Electronic Communication

- i E-mail may be used to enable us to communicate with you. As with other means of delivery this carries with it the risk of inadvertent misdirection or non-delivery. It is the responsibility of the recipient to carry out a virus check on any attachments received.
- ii As Internet communications are capable of data corruption we do not accept any responsibility for changes made to such communications after their despatch. For this reason it may be inappropriate to rely on advice contained in an e-mail without obtaining written confirmation of it. All risks connected with sending commercially sensitive information relating to your business are borne by you and are not our responsibility. If you do not accept this risk, you should notify us in writing that e-mail is not an acceptable means of communication.

Applicable Law

This engagement letter shall be governed by, and construed in accordance with, English Law. The Courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the engagement letter and any matter arising from it. Each party irrevocably waives any right it may have to object to an 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.

Data Protection Act 1998

To enable us to discharge the services agreed under this engagement, and for other related purposes including updating and enhancing client records, analysis for management purposes and statutory returns, crime prevention and legal and regulatory compliance, we may obtain, use, process and disclose personal data about you. You have a right of access, under data protection legislation, to the personal data that we hold about you. We confirm when processing data on your behalf we will comply with the provisions of the Data Protection Act 1998.

Contracts (Rights of Third Parties) Act 1999

A person who is not party to this agreement shall have no right under the contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This clause does not effect any right or remedy of any person which exists or is available otherwise than pursuant to that Act

Money laundering

- i We have a duty under section 330 of the Proceeds of Crime Act 2002 to report to the National Criminal Intelligence Service (NCIS) if we know, or have reasonable cause to suspect, that you, or anyone connected with your business, are or have been involved in money laundering. Failure on our part to make a report where we have knowledge or reasonable grounds for suspicion would constitute a criminal offence.
- ii The offence of money laundering is defined by section 340(11) of the Proceeds of Crime Act and includes the acquisition, possession or involvement in arrangements for concealing the benefits of any activity that constitutes a criminal offence in the UK. This definition is very wide and would include:
 - a tax evasion through deliberate understatement of income or overstatement of expenses or stocks; or
 - b deliberate failure to inform the tax authorities of known underpayments.

- iii We are obliged by law to report to NCIS without your knowledge and consent and in fact we would commit the criminal offence of tipping off under section 333 of the Proceeds of Crime Act were we to inform you of any suspicions or that a report had been made.
- iv We are not required to undertake work for the sole purpose of identifying suspicions of money laundering. We shall fulfil our obligations under the Proceeds of Crime Act 2002 in accordance with the guidance published by The Institute of Chartered Accountants in England and Wales.

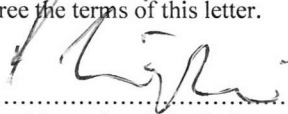
Agreement of Terms

- i Once it has been agreed, this letter will remain effective, from the date of the signature, until it is replaced or terminated. Either party may vary or terminate our authority to act on your behalf at any time without penalty. Notice of termination must be given in writing
- ii Would you confirm your agreement to the terms set out by this letter by signing and returning the enclosed copy. If anything is unclear to you or you require further information please let us know.

Yours faithfully,



I agree the terms of this letter.



Signed for and on behalf of Mr P E Lisewski

Dated 24/5/2005