

company secretarial

This schedule should be read in conjunction with your engagement letter and the [terms of business](#).

1. Your responsibilities

- 1.1. You agree and authorise that upon receiving instructions from any of the directors or the staff authorised to request services from us under this engagement we may at our discretion file information at any public registry using electronic or other available means.
- 1.2. In order to provide our services under this schedule we will need to be notified immediately of any changes to the following: shareholders, their holdings and addresses; directors or their particulars (i.e. name, service or residential address, business occupation, nationality, date of birth, or their interests in other companies within your group); company secretary or his/her address; creation, or satisfaction, of charges over the assets of the Company or Companies; registered office, and accounting reference date. We accept no liability for any damage, loss or other consequences arising from any service we provide or fail to provide to you based upon inaccurate, out of date or incomplete information regarding the above.
- 1.3. You shall assume any and all rights which are associated with the office of company secretary, including but not limited to, convening, attending, servicing and minuting all board meetings, save for those matters set out in this schedule. We will not accept any liability whatsoever for acts and omissions where we have not been provided with sufficient information from you to allow us to deliver the services under this schedule.
- 1.4. In the event that the services in this schedule are terminated, we will not be obliged to forward any mail, documents or any other items whatsoever received, served or lodged for the Company or Companies at the registered office address. We will neither accept liability or responsibility for any loss or damage (financial, commercial or otherwise) suffered by you or any third party or any action undertaken (legal or otherwise) by you or any third party resulting from us ceasing to forward any mail, documents or any other items whatsoever received, served or lodged for the Company or Companies at the registered office address.
- 1.5. You will ensure that a sufficiently competent officer of the Company or some other suitably qualified person will take the minutes of all meetings held of the board of directors, committees of the board of directors and general meetings in accordance with the articles of association and applicable law. You will ensure that such minutes will be sent to us, without delay.

2. Our responsibilities

- 2.1. We will maintain the following on your behalf:
 - a) register of members;
 - b) register of directors and secretaries;
 - c) register of directors' residential addresses;
 - d) register of charges over the Company's assets; and
 - e) a minute book of the proceedings of general and board meetings in respect of the above matters.
- 2.2. We will provide a safe keeping facility for the title documents of the Company or Companies.
- 2.3. We will draft the minutes of a meeting of the directors approving the statutory accounts or if required by the articles of association of the Company or Companies, the necessary documentation required in connection with the formal adoption of the statutory accounts at the annual general meeting.
- 2.4. When instructed by you, we will prepare relevant documents for the approval of interim and final dividends, including the relevant dividend vouchers.
- 2.5. We will prepare and submit the signed annual return for the Company or Companies to Companies House.
- 2.6. We will submit the statutory accounts for you to Companies House within the relevant time limit if they are made available to us at least seven days prior to the expiry of such time limit.

- 2.7. If any engaged Companies are dormant within the meaning of the Companies Act 2006, we will prepare the unaudited accounts for signing and filing at Companies House.
- 2.8. We will prepare the required documentation for any of the following as they arise:
 - a) The appointment or resignation of a director; and/or
 - b) The appointment or resignation of the company secretary.
- 2.9. For any new companies under this engagement that require incorporation, we will incorporate the company on your behalf providing the company with standard articles of association. We will also complete any statutory name change as required by you. Please note 3.2 below in respect of any disbursements incurred.
- 2.10. We will submit and prepare the appropriate minutes for any change in accounting reference date.

3. Out of scope

- 3.1. The scope of our services provided to you will be only as set out above and all other services which we may offer are excluded. If you instruct us to do so, we will provide such services as may be agreed between us from time to time. Where appropriate, we will agree with you a separate fee for any such work you instruct us to undertake and this can be agreed in writing (via email) as a variation to this letter.
- 3.2. Any fees or disbursements incurred in completing your company secretarial services will be borne by you, being recharged to you.
- 3.3. If specialist advice is required, we may need to seek this from, or refer you to, appropriate specialists.