

G TURNER ACCOUNTANCY SERVICES

Rockingham Lodge, Market Square, Tideswell, SK17 8LQ

Telephone: 07736592697

STANDARD TERMS AND CONDITIONS OF BUSINESS

These terms and conditions should be read alongside the privacy notice

1. Applicable law

My engagement letter, the schedule of services and my standard terms and conditions of business are governed by, and should be construed in accordance with, the law and practice of England and Wales. Each party agrees that the courts of England and Wales will have exclusive jurisdiction in relation to any claim, dispute or difference concerning this engagement letter and any matter arising from it. Each party irrevocably waives any right to object to any action being brought in those courts, to claim that the action has been brought in an inappropriate forum, or to claim that those courts do not have jurisdiction.

2. Client identification and verification

As with other professional services firms, I am required to identify and verify my clients for the purposes of the UK anti-money laundering legislation. Save in exceptional circumstances I cannot start work until this requirement has been met. I may request from you, and retain, such information and documentation as I require for these purposes and/or make searches of appropriate databases including ID verification software.

3. Commissions and other benefits

In some circumstances I may receive commissions and/or other benefits for introductions to other professionals or in respect of transactions that I arrange for you. Where this happens I will notify you in writing of the amount and terms of payment and receipt of any such commissions or benefits. The same will apply where the payment is made to or the transactions are arranged by a person or business connected with me. The fees you would otherwise pay will be reduced by the amount of the commissions or benefits. When I reduce the fees that I would otherwise charge by the amount of commission retained, I will apply the HMRC concession, which allows VAT to be calculated on the net fee after deduction of the commission.

4. Complaints

I am committed to providing you with a high-quality service that is both efficient and effective. However, should there be any cause for complaint in relation to any aspect of my service, please contact me directly. I agree to look into any complaint carefully and promptly and do everything reasonable to try and resolve it. If you are still not satisfied you can refer your complaint to my professional body, The Association of Accounting Technicians.

5. Confidentiality

Communication between us is confidential. I shall take all reasonable steps not to disclose your information except where I am required to and as set out in my privacy notice. Unless I am authorised by you to disclose information on your behalf, this undertaking will apply during and after this engagement.

I may, on occasions, subcontract work on your affairs to other tax or accounting professionals. The subcontractors will be bound by my client confidentiality and security terms.

6. Conflicts of interest

If there is a conflict of interest in my relationship with you or my relationship with you and another client that is capable of being addressed successfully by the adoption of suitable safeguards to protect your interests, then I will adopt those safeguards.

Where conflicts are identified that cannot be managed in a way that protects your interests then I regret that I will be unable to provide further services. If this arises, I will inform you promptly. I reserve the right to act

for other clients whose interests are not the same as or are adverse to yours, subject, of course, to the obligations of confidentiality referred to above.

7. Data protection

You acknowledge that I will act in accordance with the privacy notice I have supplied to you.

8. Disengagement

Should I resign or be requested to resign I will normally issue a disengagement letter to ensure that our respective responsibilities are clear.

Should I have no contact with you for a period of 24 months or more, I may issue to your last known address a disengagement letter and thereafter cease to act.

I reserve the right following termination for any reason to destroy any of your documents that I have not been able to return to you after a period of six months unless other laws or regulations require otherwise.

9. Electronic and other communication

As instructed, I will communicate with you and with any third parties you instruct me to as set out in my covering letter and privacy notice via email or by other electronic means. The recipient is responsible for virus-checking emails and any attachments.

With electronic communication there is a risk of non-receipt, delayed receipt, inadvertent misdirection or interception by third parties. I 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 I cannot be held responsible for damage or loss caused by viruses, nor for communications that are corrupted or altered after despatch. Nor can I 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 accept in return for greater efficiency and lower costs. If you do not wish to accept these risks, please let me know and I will communicate by hard copy, other than where electronic submission is mandatory.

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

When accessing information held electronically by HMRC, I may have access to more information than I need and will only access records reasonably required to carry out the contract.

You are required to keep me up to date with accurate contact details at all times. This is important to ensure that communications and papers are not sent to the incorrect address.

10. Fees and payment terms

My fees may depend not only upon the time spent on your affairs but also on the level of skill and responsibility, and the importance and value of the advice that I provide, as well as the level of risk.

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

Where requested, I may indicate a fixed fee for the provision of specific services or an indicative range of fees for a particular assignment. It is not my practice to identify fixed fees for more than a year ahead as such fee quotes need to be reviewed in the light of events. If it becomes apparent to me, due to unforeseen circumstances, that a fee quote is inadequate, I reserve the right to notify you of a revised figure or range and to seek your agreement thereto.

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 me, you will need to advise me of any such insurance cover that you have. You will remain liable for my fees regardless of whether all or part are liable to be paid by your insurers.

I will bill annually and my invoices will be due for payment within 14 days of issue. My fees are exclusive of VAT, which will be added where it is chargeable. Any disbursements I incur on your behalf and expenses incurred in the course of carrying out my work for you will be added to my invoices where appropriate.

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

Where this contract exists between us and a purchaser acting in the course of a business I reserve the right to charge interest on late-paid invoices at the rate of 8% above the Bank of England base rate under the Late Payment of Commercial Debts (Interest) Act 1998. I also reserve the right to suspend my services or to cease to act for you on giving written notice if payment of any fees is unduly delayed. I intend to exercise these rights only where it is fair and reasonable to do so.

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

On termination of the engagement you may appoint a new adviser. Where a new adviser requests professional clearance and handover information I reserve the right to charge you a reasonable fee for the provision of handover information.

11. Implementation

I will only assist with implementation of my advice if specifically instructed and agreed in writing.

12. Intellectual property rights

I will retain all copyright in any document prepared by me during the course of carrying out the engagement save where the law specifically provides otherwise.

13. Interpretation

If any provision of this engagement letter, schedules of services or standard terms and conditions is held to be void, then that provision will be deemed not to form part of this contract and the remainder of this agreement shall be interpreted as if such provision had never been inserted.

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

14. Internal disputes within a client

If I become aware of a dispute between the parties who own or are in some way involved in the ownership and management of a business client, it should be noted that where my client is the business, I would not provide information or services to one party without the express knowledge and permission of all parties. Unless otherwise agreed by all parties I 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, I 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.

15. Investment advice (including insurance mediation services)

Investment business is regulated under the Financial Services and Markets Act 2000.

If, during the provision of professional services to you, you need advice on investments, including insurances, I may have to refer you to someone who is authorised by the Financial Conduct Authority or licensed by a designated professional body as I am not authorised to give such advice.

16. Lien

Insofar as I am permitted to do so by law or professional guidelines, I reserve the right to exercise a lien over all funds, documents and records in my possession relating to all engagements for you until all outstanding fees and disbursements are paid in full.

17. Limitation of liability

I will provide my services with reasonable care and skill. My liability to you is limited to losses, damages, costs and expenses directly caused by my negligence, fraud or wilful default.

Exclusion of liability for loss caused by others

I will not be liable if such losses, penalties, interest or additional tax liabilities are caused by the acts or omissions of any other person or due to the provision to me of incomplete, misleading or false information, or if they are caused by a failure to act on my advice or a failure to provide me with relevant information.

In particular, where I refer you to another firm whom you engage with directly, I accept no responsibility in relation to their work and will not be liable for any loss caused by them.

Exclusion of liability in relation to circumstances beyond my control

I will not be liable to you for any delay or failure to perform my obligations under this engagement letter if the delay or failure is caused by circumstances outside my reasonable control.

Exclusion of liability relating to non-disclosure or misrepresentation

I will not be responsible or liable for any loss, damage or expense incurred or sustained if information material to the service I am providing is withheld or concealed from me or misrepresented to me.

This exclusion shall not apply where such misrepresentation, withholding or concealment is or should (in carrying out the procedures that I have agreed to perform with reasonable care and skill) have been evident to me without further enquiry beyond that which it would have been reasonable for me to have carried out in the circumstances.

Indemnity for unauthorised disclosure

You agree to indemnify me and my agents in respect of any claim (including any claim for negligence) arising out of any unauthorised disclosure by you or by any person for whom you are responsible of my advice and opinions, whether in writing or otherwise. This indemnity will extend to the cost of defending any such claim, including payment at my usual rates for the time that I spend in defending it.

18. Limitation of third-party rights

The advice and information I provide to you as part of my service is for your sole use and not for any third party to whom you may communicate it unless I have expressly agreed in the engagement letter that a specified third party may rely on my work. I 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 my work for you that you make available to them. A party to this agreement is the only person who has the right to enforce any of its terms and no rights or benefits are conferred on any third party under the Contracts (Rights of Third Parties) Act 1999.

19. Period of engagement and termination

Unless otherwise agreed in the engagement letter my work will begin when I receive your implicit or explicit acceptance of that letter, except as stated in that letter I will not be responsible for periods before that date.

Each of us may terminate this agreement by giving not less than 21 days' notice in writing to the other party, except where you fail to cooperate with me or I have reason to believe that you have provided me or HMRC with misleading information, in which case I may terminate this agreement immediately. Termination will be without prejudice to any rights that may have accrued to either of us prior to termination.

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

If you engage me for a one-off piece of work (for example advice on a one-off transaction or preparation of a tax return for one year only) the engagement ceases as soon as that work is completed. The date of completion of the work is taken to be the termination date and I owe you no duties and will not undertake further work beyond that date.

Where recurring work is provided (for example ongoing compliance work such as the completion of annual tax returns) the engagement ceases on the relevant date in relation to the termination as set out above. Unless immediate termination applies, in practice this means that the relevant termination date is:

- 21 days after the date of notice of termination; or
- A later agreed date

I owe you no duties beyond the date of termination and will not undertake any further work.

Professional body rules

I will observe and act in accordance with the bye-laws, regulations and ethical guidelines of the Association of Accounting Technicians and will accept instructions to act for you on this basis.

You are responsible for bringing to my attention any errors, omissions or inaccuracies in your returns that you become aware of after the returns have been submitted in order that I may assist you to make a voluntary disclosure.

In particular, you give me the authority to correct errors made by HMRC where I become aware of them. In addition, I will not undertake tax planning which breaches Professional Conduct in Relation to Taxation. I will therefore comply with the general anti-abuse rule and the targeted anti-avoidance rule. I will not be liable for any loss, damage or cost arising from my compliance with statutory or regulatory obligations. You can see copies of these requirements at my office. The requirements are also available online at the Association of Accounting Technicians.

The implications of professional body membership as it relates to GDPR are set out in the privacy notice, which should be read alongside these standard terms and conditions of business.

20. Reliance on advice

I 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 I 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 me in writing. However, bear in mind that advice is only valid at the date it is given.

21. Retention of papers

You have a legal responsibility to retain documents and records relevant to your tax affairs. During the course of my work I may collect information from you and others relevant to your tax affairs. I will return any original documents to you if requested.

When I cease to act for you I will seek to agree the position on access to cloud-accounting records to ensure continuity of service. This may require you to enter direct engagements with the software providers and pay for that service separately. Documents and records relevant to your tax affairs are required by law to be retained as follows:

Individuals, trustees and partnerships

- with trading or rental income: five years and 10 months after the end of the tax year;
- otherwise: 22 months after the end of the tax year.

Companies, LLPs and other corporate entities

- six years from the end of the accounting period.

While certain documents may legally belong to you, I may destroy correspondence and other papers that I store, electronically or otherwise, which are more than seven years old. This includes your documents if they have not been reclaimed by you within the seven-year period. You must tell me if you require the return of any specific document or their retention for a longer period.

You should retain documents that are sent to you by me as set out in the privacy notice, which should be read alongside these terms and conditions.

22. The Provision of Services Regulations 2009 ('Services Directive')

In accordance with my professional body rules, I am required to hold professional indemnity insurance. Details about the insurer and coverage can be found at my office or by request from me.