

STANDARD TERMS AND CONDITIONS OF BUSINESS

1. APPLICABLE LAW

These terms are governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

2. PROFESSIONAL REGULATION

We are licensed and regulated by the Association of Accounting Technicians and will act in accordance with applicable professional and ethical standards.

3. CLIENT IDENTIFICATION AND ANTI-MONEY LAUNDERING

We are required to obtain and retain identification documentation and other information necessary to comply with anti-money laundering legislation.

We may perform electronic verification checks and request additional documentation where necessary.

We reserve the right to cease to act where satisfactory evidence is not provided.

Where required by law, we may submit reports to the National Crime Agency without notifying you.

4. CLIENT MONIES

We may, from time to time, hold money on your behalf. Any such funds will be held in a separate client bank account in accordance with applicable professional requirements.

Where we are required by law or regulation to delay or restrict the release of client monies, we shall not be liable for any resulting loss, delay or inconvenience.

5. COMMISSIONS AND OTHER BENEFITS

If we receive any commission or other benefit in connection with services provided to you or referrals made on your behalf, we will disclose this to you where required by professional or legal obligations.

6. CONFIDENTIALITY

We will keep your information confidential except where disclosure is required by law, regulation, professional obligation or our insurers.

We may use carefully selected subcontractors or cloud service providers in connection with our services, subject to appropriate confidentiality obligations.

7. CONFLICTS OF INTEREST

We will notify you if we become aware of any conflict of interest which may affect our ability to act.

Where appropriate safeguards cannot be implemented, we reserve the right to cease acting.

8. DATA PROTECTION

We will process personal data in accordance with UK GDPR and the Data Protection Act 2018.

Further details are contained within our Privacy Notice.

9. ELECTRONIC COMMUNICATION

Electronic communication carries risks including interception, corruption and non-delivery.

Unless you instruct us otherwise, you consent to communication by email, client portal and cloud-based systems.

Electronic instructions, approvals or confirmations shall constitute authority for us to act, including submission of information, filings and returns on your behalf.

10. FEES AND PAYMENT

Fees are charged on the basis agreed with you and may take account of time, complexity, skill, responsibility and risk.

Ad-hoc fees will be charged on a monthly basis at the end of each month for the work undertaken that month. Fixed monthly fees will normally be invoiced in advance on or around the 1st day of each month to which the services relate, unless otherwise agreed.

The fee reflects the ongoing availability of support and responsibility for the relevant accounting period, and is not calculated solely by reference to time spent during the calendar month.

Where services commence part-way through a month, we reserve the right to invoice the full monthly fee where substantive work is undertaken in respect of that accounting period.

Invoices are payable within 14 days unless otherwise agreed.

We reserve the right to:

- charge statutory interest on overdue balances;
- suspend work or withhold services where invoices remain unpaid beyond the due date;
- retain documents where permitted by law until fees are settled.

Any work outside the agreed scope of services will only be undertaken with prior written agreement, including confirmation of scope, deliverables and fees.

11. IMPLEMENTATION OF ADVICE

We will only assist with the implementation of our advice where specifically agreed in writing.

12. NO AUDIT OR ASSURANCE ENGAGEMENT

Unless expressly agreed in writing, we will not carry out any audit, review or other assurance engagement in accordance with auditing or assurance standards.

Accordingly:

- we will not express an audit opinion or provide assurance on financial statements;
- we will not independently verify the accuracy or completeness of information supplied to us;
- our work is not designed to detect fraud, theft, error, bribery, corruption or other irregularities.

However, if information comes to our attention during the course of our work which suggests that fraud or other irregularities may exist, we will inform you unless prohibited from doing so by law or professional obligations.

13. INTELLECTUAL PROPERTY

We retain copyright and intellectual property rights in all documents, reports and materials produced by us unless otherwise agreed in writing.

14. INTERNAL DISPUTES

In the event of a dispute between directors, shareholders or owners of the business, we may suspend or restrict services until appropriate joint instructions are received.

15. INVESTMENT ADVICE

We are not authorised by the Financial Conduct Authority to provide investment advice. Should you require regulated financial advice, we may recommend an appropriately authorised adviser.

16. LIMITATION OF LIABILITY

We will provide our services with reasonable care and skill.

We shall not be liable for any loss, penalties, interest, surcharges, additional tax liabilities or other claims arising from:

- incomplete, inaccurate or misleading information supplied to us;
- failure to provide information or instructions in a timely manner;
- failure to act on our advice or recommendations;
- acts, omissions or defaults of third parties, including software providers, banks, HMRC or Companies House;
- delays outside our reasonable control;
- fraud, dishonesty, misrepresentation or concealment by any persons other than us.

Subject to applicable law, our total aggregate liability arising out of or in connection with the services provided under this engagement (including negligence) shall not exceed the lower of:

- £250,000; or
- ten times the fees paid to us in the preceding 12 months relating to the relevant engagement.
- Each engagement shall be treated as a separate contract for the purposes of this limitation.

This limitation applies to the Company, and any persons purporting to rely upon our work.

Nothing in these terms excludes or limits liability for:

- death or personal injury caused by negligence;
- fraud or fraudulent misrepresentation; or
- any other liability which cannot legally be excluded or limited.

17. THIRD PARTY RIGHTS

Our advice is provided solely for your use and benefit.

No third party may rely upon our work without our prior written consent.

18. PROFESSIONAL AND STATUTORY OBLIGATIONS

We will comply with applicable professional rules, ethical guidance and legal obligations.

Where we become aware of an error in a tax return or other submission, you authorise us to advise you accordingly and, where appropriate, to recommend corrective action.

19. RELIANCE ON ADVICE

Advice provided orally should not be relied upon unless confirmed by us in writing.

20. RETENTION OF RECORDS

You are responsible for retaining accounting and tax records in accordance with statutory requirements.

Unless agreed otherwise, we may destroy records held by us seven years after the end of the engagement or relevant accounting period.

We may also retain copies of records necessary including for regulatory, professional indemnity insurance or legal purposes.

21. INTERPRETATION

If any provision of these terms is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

If there is any conflict between these Standard Terms and the Engagement Letter or Schedule of Services, the Engagement Letter or Schedule shall take precedence.

22. TERMINATION

Either party may terminate the engagement by giving 30 days' written notice.

We may terminate the engagement immediately where professional or legal obligations require us to do so, including non-payment of fees, anti-money laundering concerns, misleading information, abusive conduct, or failure to cooperate.

23. COMPLAINTS

We are committed to providing a high-quality service.

If you have a complaint, please contact Nicola Stonehouse in the first instance. If the matter cannot be resolved, you may refer the matter to the Association of Accounting Technicians' complaints process.