STANDARD TERMS AND CONDITIONS OF BUSINESS

1. Applicable Law

Our engagement letter, the schedule of services and our standard terms and conditions of business are governed by, and should be construed in accordance with, the law and practice of [Country]. Each party agrees that the courts of [Country] 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

As with other professional services firms, we are required to identify our clients for the purposes of the UK anti-money laundering legislation. We may request from you, and retain, such information and documentation as we require for these purposes and/or make searches of appropriate databases.

3. Client monies

We do not hold client monies.

4. Commissions and other benefits

In some circumstances we may receive commissions or other benefits for introductions to other professionals or in respect of transactions that we arrange for you. Where this happens we will notify you in writing of the amount and terms of payment, and receipt of any such commissions or benefits.

5. Complaints

We are 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 our service please contact [PrimaryOfficer]. Where your complaint relates to that person, you should instead please contact [Manager]. We agree to look into any complaint carefully and promptly, and do everything reasonable to put it right. If you are still not satisfied you can refer your complaint to our professional body.

6. Confidentiality

Communication between us is confidential and we shall take all reasonable steps to keep confidential your information, except where we are required to disclose it by law, by regulatory bodies, by our insurers or as part of an external peer review. Unless we are authorised by you to disclose information on your behalf, this undertaking will apply during and after this engagement.

We may, on occasion, subcontract work on your affairs to other tax or accounting professionals. The subcontractors will be bound by our client confidentiality terms.

We reserve the right, for the purposes of promotional activity, training or for similar business purpose, to mention that you are a client. As stated above we will not disclose any confidential information.

7. Conflicts of Interest

We will inform you if we become aware of any conflict of interest in our relationship with you or in our relationship with you and another client. We have safeguards that can be implemented to protect the interests of different clients if a conflict arises. Where conflicts are identified that cannot be managed in a way that protects your interests then we regret that we will be unable to provide further services. If this arises, we will inform you promptly.

If there is a conflict of interest that is capable of being addressed successfully by the adoption of suitable safeguards to protect your interests then we will adopt those safeguards. Where possible this will be done on the basis of your informed consent. We reserve the right to act for other clients whose interests are not the same as or are adverse to yours subject, to the obligations of confidentiality referred to above.

8. Data Protection

We confirm that we will comply with the provisions of the UK GDPR, Data Protection Act 2018 and Data (Usage and Access) Act 2025, when processing personal data about you. In order to carry out the services of this engagement and for related purposes such as updating and enhancing our client records, analysis for management purposes and statutory returns, legal and regulatory compliance and crime prevention we may obtain, process, use and disclose personal data about you. We will provide you with a specific privacy notice at the time which we may update from time to time.

For the purposes of UK data protection legislation, we will generally act as an independent data controller in relation to personal data processed in providing our professional services. Further details of how we process personal data are contained in our Privacy Notice and Terms of Business.

9. Disengagement

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

Should we have no contact with you for a period which we deem excessive we may issue to your last known address a disengagement letter and thereafter cease to act.

10. Electronic and Other Communication

Unless you instruct us otherwise we may, where appropriate, communicate with you and with third parties via email or by other electronic means. The recipient (you) is/are responsible for virus checking/ anti-virus measures relating to emails and any attachments.

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

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

11. Use of Artificial Intelligence, Apps and 3rd Party Programmes

We use a suite of AI tools, apps and third party programmes - for AI tools we only used closed environment applications where the data is not used for general AI learning, the tools are used for efficiency and insight. The list below is not exhaustive as we see tech develop at an extraordinary rate, and demonstrates some of the tools we use. Your agreement to our engagement allows us to use these tools with the data you provide:

- Microsoft co-pilot
- Chat GPT, Claude, Gemini - Business edition
- Croner-i (AI)
- Xenon Connect
- Syft Analytics
- AdSum
- Float (cash flow)
- Engager
- Tax Calc

We have briefed our staff on shadow AI as we perceive this is a biggest risk, staff are given access to business edition AI apps which are centrally administered and the models are specifically set so that the model cannot learn from the data which is input into them.

12. Fees and Payment Terms

Our fees do not solely depend on the amount of time spent on your affairs. Levels of skill, responsibility, importance and value are also factors, as well as the level of risk. We review and amend our fees every April, these will be in line with inflation and a minimum of 2.5%.

If we provide you with an estimate of our fees for any specific work, then that estimate will not be contractually binding unless we explicitly state that will be the case. We may commence work without having stated or agreed a fee in which case, if we fail to agree a fee, it will be on a time basis per part hourly rate (our standard basis and at our then standard rate per fee earner).

The fees are based on the assumption that your accounting and/or tax records are up to date and in a suitable condition, needing limited amendment and intervention. Should we find the condition of the records is such that additional work will be required to bring them up to standard, we reserve the right to charge additional fees for doing so. We will always endeavour to discuss and agree with you those additional fees before the work is carried out, following our preliminary work.

Where requested we may indicate a fixed fee for the provision of specific services or an indicative range of fees for a particular assignment. It is not our 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 us, due to unforeseen circumstances, that a fee quote is inadequate, we reserve the right to notify you of a revised figure or range and to seek your agreement thereto.

Fees which are paid in advance and are not utilised by the client, as they were unable, did not provide the records or decided to seek alternative accountancy provision, will not be repayable. Monthly advance fees are payable as we provide our services throughout the financial year and the payment is to reflect we are on demand and when needed.

Where there is an extension of a year end - where the quote for services was for 12 months, additional fees will apply pro-rata to the new financial year end, the reverse applies if a financial period is shortened, with a minimum fee applied.

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 us, you will need to advise us of any such insurance cover that you have. You will remain liable for our fees regardless of whether all or part are liable to be paid by your insurers. The practice does provide Tax Investigation Insurance - clients will be advised annually of the cost and will not be included under that policy unless the premium is paid.

We will bill at different intervals and our invoices will be due for payment within 14 days of issue. Our fees are exclusive of VAT, which will be added where it is chargeable. Any disbursements we incur on your behalf and expenses incurred in the course of carrying out our work for you will be added to our invoices where appropriate.

There is a general requirement for all services to be paid in advance, these are billed monthly and are collected by Direct Debit.

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

We reserve the right to charge interest on late paid invoices at the rate of [InterestAboveBaseRate] above bank base rates under the Late Payment of Commercial Debts (Interest) Act 1998. We also reserve the right to suspend our services or to cease to act for you on giving written notice if payment of any fees is unduly delayed. We 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 us within [NotificationDays] of receipt, failing which you will be deemed to have accepted that payment is due.

13. Cancellation of services

Either party may terminate or cancel the provision of accountancy services by providing a minimum of three (3) complete calendar months' written notice to the other party. This notice concerns the bookkeeping, finance director and payroll services - by way of the service being provided monthly or quarterly.

The notice period shall commence on the first day of the calendar month following the date on which written notice is received. Notice must be given in writing and delivered by email, recorded post, or another agreed method ensuring proof of delivery, and will be deemed received on the date of transmission (if by email and no delivery failure is received) or on the recorded delivery date (if by post). Both parties shall continue to perform their respective obligations during the notice period, and the client shall remain liable for all fees and charges incurred throughout this period, including those relating to services performed or costs reasonably incurred in concluding matters.

Notwithstanding the above, either party may terminate this agreement with immediate effect by written notice if the other commits a material breach and fails to remedy it within 14 days of being notified, or becomes insolvent or subject to insolvency proceedings.

Upon expiry or termination of this agreement, all outstanding fees and disbursements become immediately due, and the service provider shall, upon request and subject to any outstanding obligations, transfer relevant records and documentation to the client or their nominated representative, subject to the settlement of any outstanding fees.

14. Implementation

We will only assist with implementation of our advice if specifically instructed and agreed in writing.

15. Intellectual Property Rights

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

16. Interpretation

If any provision of these terms and conditions, the engagement letter or enclosed schedules 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 terms of business and the engagement letter or appendices, the relevant provision in the engagement letter or schedules will take precedence.

17. Internal Disputes Within a Client

If we become aware of a dispute between the parties who own or are in some way involved in the ownership and management of the business, it should be noted that our client is the business and we would not provide information or services to one party without the express knowledge and permission of all parties. Unless otherwise agreed by all parties we will continue to supply information to the normal place of business for the attention of the nominated party. If conflicting advice, information or instructions are received from different directors/principals in the business, we 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.

18. Investment advice (including insurance mediation services)

If, during the provision of professional services to you, you need advice on investments, including insurances, we may have to refer you to someone who is authorised by the Financial Conduct Authority or licensed by a Designated Professional Body, as we are not.

19. Lien

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

20. Limitation of Liability

We will provide our services with reasonable care and skill. Our liability to you is limited to losses, damages, costs and expenses directly caused by our negligence and limited in aggregate unless otherwise specified in the engagement letter to the sum of fees paid in the year the claims(s) arose.

Exclusion of liability for loss caused by others

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

Exclusion of liability in relation to circumstances beyond our control

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

Exclusion of liability relating to the discovery of fraud etc.

We will not be responsible or liable for any loss, damage or expense incurred or sustained if information material to the service we are providing is withheld or concealed from us or misrepresented to us. This applies equally to fraudulent acts, misrepresentation or wilful default on the part of any party to the transaction and their directors, officers, employees, agents or advisers.

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

Indemnity for unauthorised disclosure

You agree to indemnify us and our 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 our advice and opinions, whether in writing or otherwise. This indemnity will extend to the cost of defending any such claim, including payment at our usual rates for the time that we spend in defending it.

Limitation of aggregate liability

Where the engagement letter specifies an aggregate limit of liability, then that sum shall be the maximum aggregate liability of this Company, its Directors, agents and employees to all persons to whom the engagement letter is addressed and also any other person that we have agreed with you may rely on our work. By signing the engagement letter you agree that you have given proper consideration to this limit and accept that it is reasonable in all the circumstances. If you do not wish to accept it you should contact us to discuss it before signing the engagement letter.

You have agreed that you will not bring any claim of a kind that is included within the subject of the limit against any of our Company or employees on a personal basis.

Nothing above shall limit or exclude our liability for death or personal injury caused directly by our negligence.

21. Limitation of Third Party Rights

The advice and information we provide to you as part of our service is for your sole use and not for any third party to whom you may communicate it unless we have expressly agreed in the engagement letter that a specified third party may rely on our work. We 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 our work for you which 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.

22. Period of Engagement and Termination by Us

Unless otherwise agreed in the engagement covering letter, our work will begin when we receive your implicit or explicit acceptance of that letter. Except as stated in that letter we will not be responsible for periods before that date. The engagement will continue until terminated by either party.

Each of us may terminate this agreement by giving not less than 90 days notice in writing to the other party, except where you fail to cooperate with us or we have reason to believe that you have provided us or HMRC with misleading information, in which case we may terminate this agreement immediately. Termination will be without prejudice to any rights that may have accrued to either party prior to termination.

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

23. Professional Rules and Statutory Obligations

We will observe and act in accordance with the bye-laws, regulations and ethical guidelines of our accounting body and will accept instructions to act for you on this basis. In particular you give us the authority to correct errors made by HMRC where we become aware of them. We will not be liable for any loss, damage or cost arising from our compliance with statutory or regulatory obligations.

24. Reliance on Advice

We 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 we 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 us in writing.

25. Retention of Papers

You have a legal responsibility to retain documents and records relevant to your tax affairs. During the course of our work we may collect information from you and others relevant to your tax affairs. We will return any original documents to you, if requested, provided our fees are paid up to date. 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 ten 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

Whilst certain documents may legally belong to you, we may destroy correspondence and other papers that we store, electronically or otherwise, which are more than seven years old. You must tell us if you require the return or retention of any specific documents for a longer period.

26. The Provision of Services Regulations 2009 (‘Services Directive’)

In accordance with our professional body rules, we are required to hold professional indemnity insurance. Details about the insurer and coverage can be found at our website or at our offices.