

Terms and Conditions

1 Introduction

These terms and conditions set out the general terms under which we undertake our business.

2 Fees

- 2.1 Fees are computed on a fair and reasonable basis for time spent on your affairs and on the levels of skill and responsibility involved.
- 2.2 In the case of a dispute over the level of fees charged we reserve the right to require that the matter is dealt with through arbitration. We recommend that arbitration is undertaken by the fee arbitration service provided by ACCA for members.
- 2.3 All invoices will be charged plus VAT.
- 2.4 Invoices will be issued within a reasonable timescale of the work done.
- 2.5 All invoices will include details of any disbursements which have been recharged.
- 2.6 Payment of invoices is by return. We reserve the right to charge Interest on all overdue debts at the rate of 2% above the Bank of England base rate. Settlement of fees by MasterCard and Visa is available.
- 2.7 The above clause is effective unless a monthly standing order has been agreed.

3 Client Monies

- 3.1 We may, from time to time, hold money on your behalf. Such money will be held in a client bank account, which is segregated from the firm's funds. The account will be operated, and all funds dealt with, in accordance with the Clients' Monies Rules of the Association of Chartered Certified Accountants.
- 3.2 Fees paid by you in advance for professional work to be performed and clearly identifiable as such shall not be regarded as clients' monies.

4 Quality Control and Disclosure of Information

- 4.1 As part of our ongoing commitment to providing a quality service, some of our files may be subject to an independent review. Our reviewers are highly experienced and professional people and, of course, are bound by the same requirements for confidentiality as our staff.
- 4.2 We also reserve the right to disclose our files to regulatory bodies in the exercise of their powers.

5 Internal Disputes

In the event 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. We will continue to supply information to registered office/normal place of business for the attention of the directors/owners.

6 Investment Services

If during the provision of professional services to you, you need advice on mortgages or investments, we may have to refer you to someone who is authorised by the Financial Services Authority or licensed by a Designated Professional Body as we are not. Any commissions received from this introduction will be disclosed at the time.

7 Retention of Records

- 7.1 You are required to retain your books and records until expiry of seven years from your year end.
- 7.2 Your books and records remain your property and should be collected from us after the year end accounts have been signed.
- 7.3 If you cease to be a client and if we still hold any books and papers that are your property, then at the expiry of seven years from you're ceasing to be a client, we will write to your last known address inviting you to collect such books and records. If such books and records are not collected we will, under the terms of this letter of engagement, be at liberty to destroy any such books and papers upon the seventh anniversary of your ceasing to be a client. We reserve the right to make a charge for the disposal costs.
- 7.4 All files and records which are the property of ourselves will be retained in accordance with our formal file destruction policy which is available for inspection upon request.
- 7.5 The above relates to paper as well as electronic records.

8 Notification

We shall not be treated as having received notice, for the purposes of our accounts/tax responsibilities, of information provided to you that you have not forwarded to the firm.

9 Timetable

The timing of our work will in any event be dependant on the prompt supply of all information and documentation as and when required by us.

10 Third parties

Any advice we give you will be supplied on the basis that it is for your benefit only and shall not be disclosed to any third party in whole or part without our prior written consent. It may not be used or relied upon for any other purpose or by any other person other than you without our prior written consent. If our advice is disclosed to any third party (with or without our consent), then we accept no responsibility or liability to that third party for any consequences that may arise to them, should they rely on the advice. If it is proposed that any documents or statement which refer to our name, are to be circulated to third parties, please consult us before they are issued.

11 Confidentiality

11.1 We confirm that where you give us confidential information we shall at all times keep it confidential, except as required by law to make disclosures as provided for in regulatory, ethical or other professional pronouncements applicable to our engagement.

11.2 You agree that it will be sufficient compliance with our duty of confidence for us to take such steps as we in good faith think fit to preserve confidential information both during and after termination of this engagement.

12 Quality of Service

12.1 We aim to provide a high quality of service at all times. If you would like to discuss with us how our service could be improved or if you are dissatisfied with the service that you are receiving please let us know.

12.2 We undertake to look into any complaint carefully and promptly and to do all we can to explain the position to you. If we do not answer your complaint to your satisfaction you may take up the matter with the Association of Chartered Certified Accountants.

13 Your responsibilities

13.1 You are legally responsible for :

- a) ensuring that all returns and submissions to HMRC, Companies House and any other regulatory body are correct and complete
- b) filing any returns by the due date; and
- c) paying tax on time

Failure to do this may lead to penalties and/or interest. Taxpayers who approve their returns cannot delegate this legal responsibility to others. You agree to check that returns that we have prepared for you are complete before you approve them.

14 Communication

14.1 As Internet communications are capable of data corruption we do not accept any responsibility for changes made to such communications after their dispatch. 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.

14.2 E-mail may be used to enable us to communicate with you. As with any 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.

15 Applicable Law

15.1 Our engagement letter is governed by, and construed in accordance with UK law. The Courts of UK 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 it may have 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.

15.2 All work performed is conducted using the current legislation according to the accounting period. We cannot be held responsible for future development and changes in the legislation.

15.3 Legislation which is retrospective in its application could impact on advice given to you by us prior to its introduction. We will not advise on the implications of such retrospective legislation unless you specifically ask us to do so.

16 Contracts (Rights of Third Parties) Act 1999

- 16.1 Persons who are not party to this agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 16.2 The work that is undertaken is designed for the use of the company and its members, the accounts and report should not be distributed by you to any other party without our prior consent.

17 Data Protection Act 2018

- 16.1 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.
- 16.2 To enable us to provide documents to you in electronic format in compliance with General Data Protection Regulations we will ensure documents are either password protected or provided using DocSafe online portal via our website www.cd-ltd.co.uk. DocSafe Data Protection policy and General Data Protection Regulations compliance and privacy notice can be found on their website www.doc-safe.co.uk
If you do not wish to receive documents in this manner please notify us in writing.
- 16.3 For the purposes of the Data Protection Act 2018, the Data Controller in relation to personal data supplied about you is Chris Donohue.

18 Money Laundering Regulations 2018

- 18.1 In accordance with the Proceeds of Crime Act and Money Laundering Regulations 2018 you agree to waive your right to confidentiality to the extent of any report made, document provided or information disclosed to the Serious Organised Crime Agency (SOCA).
- 18.2 You also acknowledge that we are required to report directly to SOCA without prior reference to you or your representatives if during the course of undertaking any assignment the person undertaking the role of Money Laundering Reporting Officer becomes suspicious of money laundering.
- 18.3 As a specific requirement of the Money Laundering Regulations we may require you to produce evidence of identity of the company and its owners and managers. This will include for the business proof of registration and address and for the individuals proof of identity and address. Copies of such records will be maintained by us for a period of at least five years after we cease to act for the business.

19 Disengagement

- 19.1 Should we resign or be requested to resign, a disengagement letter will be issued to ensure that our respective responsibilities are clear.