

## **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 English law. Each party agrees that the courts of England will have exclusive jurisdiction in relation to any claim, dispute or difference concerning the 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 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 money**

Pope Accountancy Ltd. company policy is not to hold client monies, including the acceptance of refunds due to clients from HM Revenue & Customs.

### **4. Commissions and other benefits**

In some circumstances we may receive commissions and/or other benefits for introductions to other professionals or in respect of transactions which we arrange for you. Where this happens we will notify you in writing of the amount, 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 ours. The fees you would otherwise pay will not be reduced by the amount of the commissions or benefits. Pope Accountancy Ltd will retain all such commissions or benefits in full.

### **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 Mrs Helen Pope, by sending an email to: [helen@popeaccountancy.co.uk](mailto:helen@popeaccountancy.co.uk), or by telephone: **01634 566516**

We agree to look into any complaint carefully and promptly, and to do everything reasonable to put it right. If you are still not satisfied you can refer your complaint to our professional body: The Association of Accounting Technicians, 140 Aldersgate Street, London, EC1A 4HY, quoting MIP number 8631

### **6. Fees and payment terms**

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

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

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.

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 an insurance policy you hold or via membership of a professional or trade body. Other than where a fee protection policy was arranged through us you will need to advise us of any such 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.

We will bill during the year and our invoices are due for payment upon presentation within 30 days of issue. Our fees are exclusive of VAT which will be added if applicable. 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.

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 5% above the Bank of England base rate under the Late Payment of Commercial Debts Regulations 2013. We also reserve the right to give written notice to suspend our services, cease to act for you, and/or take legal proceedings in order to gain payment of any fees left unpaid after 30 days of invoice. 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 21 days of receipt, failing which you will be deemed to have accepted that payment is due.

### **7. 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, to regulatory bodies, 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 the engagement.

We may, on occasions, 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 purpose of promotional activity, training, or similar business purpose, to mention that you are a client. As stated above we will not disclose any confidential information.

### **8. 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 unless we are unable to do so because of our confidentiality obligations. Where conflicts are identified which 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 of course to the obligations of confidentiality referred to above.

## **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 of twelve months or more 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 communicate with you and with third parties via email or by other electronic means. The recipient is responsible for virus checking emails and any attachments to such emails.

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 content 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 which are corrupted or altered after despatch. We cannot 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 us know and we will communicate by hard copy, other than where electronic submission is mandatory.

Any communication by us 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.

## **11. Implementation & 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. We will only assist with implementation of our advice if specifically instructed and agreed in writing.

## **12. 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.

## **13. Interpretation**

If any provision of the 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 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 directors. 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.

## **15. Investment advice (including insurance mediation services)**

Investment business is regulated under the Financial Services Act 2012. If, during the provision of professional services to you, you need advice on investments, including insurances, we will refer you to someone who is authorised by the Financial Conduct Authority or licensed by a designated professional body as we are not authorised to conduct any aspect of investment work.

## **16. 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.

## **17. Limitation of liability**

We will provide our services with reasonable care and skill as your agent. Our liability to you is limited to losses, damages, costs and expenses directly caused by our negligence or wilful default.

**Exclusion of liability for loss caused by others:** We 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 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 the 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.

## **18. 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.

## **19. Period of engagement and termination**

Unless otherwise agreed in the engagement 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.

Each of us may terminate this agreement by giving not less than 30 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 of us 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.

## **20. Professional rules and statutory obligations**

We are a member of and regulated by the Association of Accounting Technicians (AAT). We act in accordance to AAT's bylaws, regulations and Code of Professional Ethics, 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. In accordance with our professional body rules, we are required to hold professional indemnity insurance. Details of our insurer and coverage can be found at: [www.popeaccountancy.co.uk](http://www.popeaccountancy.co.uk) or at our offices. We will not be liable for any loss, damage or cost arising from our compliance with statutory or regulatory obligations. You can see copies of these requirements at our offices. Further details of these requirements are also available on-line at: [www.aat.org.uk](http://www.aat.org.uk)

## **21. 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. 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: 5 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

- 6 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 7 years old. You must tell us if you require the return of any specific document or their retention for a longer period.

## **22. Data Protection**

When processing personal data, we confirm that we will comply with the provisions of the Data Protection Act 2018. We are legally required to do this in order to carry out services of the engagement and for related purposes such as crime prevention. In certain circumstances we act in the capacity of processor rather than controller and therefore you are legally responsible to ascertain if you are required to advise any third party of our involvement. Our registration number at the Information Commissioners Office (ICO) is ZA034486. Please see our Data Protection and Privacy Policy for further details.

## **23. Automatic Exchange of Information (AEOI), including FATCA (Foreign Account Tax Compliance Act)**

Unless covered by a separate schedule, we will not be responsible for compliance with the International Tax Compliance Regulations 2015, produced as a result of AEOI. However, if required to do so, we can provide details of an independent firm who can give advice on the requirements under these Regulations. They can also provide advice on setting up the appropriate systems to identify and report on your clients or beneficiaries affected by AEOI.

## **24. Fair Tax Pledge or other similar initiative**

Unless you have advised us before engagement that you have signed up to the Fair Tax Pledge or other similar initiative, we will not be obliged to advise you of any additional obligations imposed by the terms of the pledge. If you subsequently wish to sign up to the Fair Tax Pledge, you must inform us so that, if appropriate, we may agree variations to the terms of engagement. Unless we are so informed, we shall be entitled to assume that you have not signed up to the Fair Tax Pledge and unless a variation is specifically agreed with us in writing, our terms of engagement will remain in full force.

## **25. Continuity of practice**

Should for any reason Pope Accountancy Ltd be unable to provide continuous service, our continuity of service agreement is with: UHY Kent LLP main contact Mr Brian Carey (Partner), C/o Thames House, Roman Square, Sittingbourne, Kent, ME10 4BJ

## **26. Guarantees**

We do not offer or operate any after-sales guarantees not already imposed by law.

## **27. Legal Identity**

Pope Accountancy Ltd is a Limited Company registered in England and Wales, company number 08807088.

Our Registered office address is: 11 Tanglewood Close, Gillingham, Kent ME8 0PH

## **28. Anti-Money Laundering and Detection of Fraud**

As accountants we must comply with legal duties imposed to inhibit the activities of terrorists and other criminals by denying them access to technical expertise. In order to comply with the regulations we carry out due diligence checks on engagement of all clients, and continue to monitor the information we hold and update as necessary. Records of such details are retained for seven years after you cease to be a client.

We assume that our clients are honest and law abiding. However, if at any time there appears to be grounds to suspect, or actual proof that your instructions relate to criminal activities, we are obliged to make a report to the relevant bodies, but we are prohibited by law from telling you that we have done so.

"Criminal property" is property in any legitimate form, whether money, physical property, rights or any benefit derived from criminal activity. It does not matter who carried out the criminal activity or how removed the property is from the original crime. Even if you are honest in your dealings, if your property represents a benefit from someone else's crime, we must still make a report.

As our client you are legally responsible for the detection of irregularities and fraud which you may knowingly or unknowingly become a party to and you are obliged to provide Pope Accountancy Ltd with full information to any such irregularities immediately upon detection.