

# **GRIFFITHS & JAMES CA LIMITED**

## **STANDARD TERMS AND CONDITIONS OF BUSINESS**

### **1. Applicable Law**

This engagement is 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 matter concerning this engagement.

### **2. Client money**

We may from time to time hold money on your behalf. Such money will be held in trust in a client bank account, which is segregated from the firm's funds and subject to the client money regulations of the ICAEW.

### **3. Commissions and other benefits**

In some circumstances we may receive commissions 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 and terms of payment and receipt of any such commissions or benefits. You consent to such commissions and benefits and other fees from third parties for tax and other advice or services being retained by us without our being liable to account to you for such amounts.

### **4. Complaints**

If there is any cause for complaint in relation to any aspect of our service please contact David Griffiths. 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, the Institute of Chartered Accountants in England and Wales.

### **5. Confidentiality**

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 review. We may, on occasions, subcontract work on your affairs to other tax or accounting professionals, who may be situated outside the United Kingdom. The subcontractors will be bound by our client confidentiality terms.

If we use external or cloud based systems, we will ensure that confidentiality of your information is maintained.

### **6. 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. 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.

### **7. 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 eighteen months or more we may issue a disengagement letter to your last known address and cease to act.

### **8. 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 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. 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 which 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 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 by us with you sent through the post system is deemed to arrive at your postal address two working days after the day that the document was sent.

### **9. Fees and payment terms**

Our 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 we provide, as well as the level of risk. Where possible we will agree a fixed charge in advance of carrying out any work. This agreement may include the make of stage payments before or as the work is carried out. All fees quoted are exclusive of VAT.

#### **Fixed Fee Variations**

If a fixed fee has been specified for any services we have agreed to provide, such fee shall be based on

The assumption that you will provide the required information within the agreed period; and

The assumption that the information shall be complete and accurate and records maintained to the agreed level.

In the event that the above requirements are not met, we will contact you to discuss how the matter is to be resolved and any extra charges that will be incurred.

Additional work requested will be charged at our normal hourly rates unless a further fixed fee is agreed.

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.

We will bill quarterly 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.

Unless otherwise agreed to the contrary we will bill separately for each of the main classes of work that we perform, and our fees do not include the costs of any third party, counsel or other professional fees. Our fees are payable on presentation of the invoice.

It is our normal practice to ask clients to pay by monthly direct debit and to periodically adjust the monthly payment by reference to actual billings.

Accounts and returns will not be filed with HMRC, Companies House or other body until the invoice for their preparation is paid.

We reserve the right to charge interest on late paid invoices 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 21 days of receipt, failing which you will be deemed to have accepted that payment is due.

If a client company, trust or other entity is unable or unwilling to settle our fees we reserve the right to seek payment from the individual (or parent company) giving us instructions on behalf of the client and you agree that we shall be entitled to enforce any sums due against the Group Company or individual nominated to act for you

## **10. Implementation**

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

## **11. Interpretation**

If any provision of this engagement letter or enclosed schedules is held to be void, then that provision will be deemed not to form part of this contract. 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.

## **12. 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 fees and disbursements are paid in full.

## **13. 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 under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

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

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.

Either 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 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.

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

We will observe and act in accordance with the bye-laws, regulations and ethical guidelines of the ICAEW and 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.

## **16. 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.

## **17. Retention of papers**

You have a legal responsibility to retain documents and records relevant to your tax affairs. In the course of providing services to you we acquire and originate a range of documentation. According to its nature, this documentation is either your property or is our property. We do not segregate such documentation according to legal ownership.

Unless otherwise agreed in writing the documents will be scanned into our document retrieval system and the original may be disposed of. Documentation that is your property will be returned to you on request. If this request is not made before the document is scanned and discarded, we reserve the right to charge for providing printed or other copies.

Our files and other records may be subject to third party inspection for compliance purposes and/or quality control purposes or because of other statutory obligations. Your agreement with us expressly allows us to permit access to our records about you, your business and your transactions with us to these or other similar external agencies.

## **18. Professional Indemnity Insurance**

Details of our professional indemnity insurers and policy number in force from time to time are displayed on the notice board in reception and will be provided to you on request

## **19. Protection of your Data.**

This clause applies to personal data provided by or on behalf of you in connection with an agreement to provide business services or any engagement letter. Each party shall comply with the Data Protection Act 1998 (DPA) when processing such personal data. In particular, you will ensure that any disclosure of personal data to us complies with the DPA.

We will use appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data. We will not sub-contract any processing of personal data unless that personal data continues to be subject to an appropriate level of protection. To the extent that we act as data processor for you, we will only process personal data in accordance with your instructions.

We will notify you within 10 working days if an individual asks for copies of their personal data, makes a complaint about the processing of personal data or serves a notice from a relevant Data Protection Authority. You and we will consult and cooperate with each other when responding to any such request, complaint or notice.

We will answer your reasonable enquiries to enable you to monitor compliance with this clause.

**May 2017**