

Standard Terms and Conditions of Business

These terms and conditions should be read alongside the [privacy statement](#). The specific conditions relating to particular assignments will be covered in separate letters of engagement.

1. Applicable Law

- 1.1 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 England and Wales. Each party agrees that the courts of England and Wales 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.
- 1.2 In accordance with the requirements of the Bribery Act 2010, we have policies and procedures in place to prevent the business and its partners and staff from offering or receiving bribes.

2. Client identification and verification

- 2.1 As with other professional services firms, we are required to identify and verify our clients for the purposes of the UK anti-money laundering legislation. Save in exceptional circumstances we cannot start work until this requirement has been met. We may request from you, and retain, such information and documentation as we require for these purposes and/or make searches of appropriate databases including ID verification software.

3. Client Money

- 3.1 If we 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. The account will be operated, and all funds dealt with, in accordance with AAT rules.
- 3.2 We will return monies held on your behalf promptly as soon as there is no longer any reason to retain those funds. If any funds remain in our client account that are unclaimed and the client to which they relate has remained untraced for five years or we as a firm cease to practise, then we may pay those monies to a registered charity.
- 3.3 Fees paid by you in advance for professional work to be performed and clearly identifiable as such shall not be regarded as client' monies.

4. Commissions and other benefits

- 4.1 In some circumstances, we may receive commissions and/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. The fees you would otherwise pay will not be reduced by the amount of the commissions or benefits.

5. Complaints

- 5.1 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 David Hassall at david@dhbusinesssupport.com.

- 5.2 Where your complaint relates to that person, you should instead please contact Lindsay Hassall at lindsay@dhbusinesssupport.com.
- 5.3 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, [AAT](#).

6. Confidentiality

- 6.1 Communication between us is confidential and we shall take all reasonable steps to keep your information confidential and secure 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.
- 6.2 We may, on occasions, subcontract work on your affairs to other tax or accounting professionals. The subcontractors will be bound by our client confidentiality and security terms.
- 6.3 We reserve the right, for the purpose of promotional activity, training, or for similar business purposes, to mention that you are a client. In compliance with the above, no confidential information will be disclosed. Our full privacy statement can be found [here](#)

7. Conflicts of interest

- 7.1 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. We have safeguards that can be implemented to protect the interests of different clients if a conflict arises. 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.
- 7.2 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.

8. Disengagement

- 8.1 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 12 months or more, we may issue to your last known address a disengagement letter and thereafter cease to act.
- 8.2 We reserve the right following termination for any reason to destroy any of your documents that we have not been able to return to you after a period of six months unless other laws or regulations require otherwise.

9. Electronic and other communication

- 9.1 As instructed, we will communicate with you and with any third parties you instruct us to as set out in our covering letter and privacy notice via email or by other electronic means. The recipient is responsible for virus-checking emails and any attachments.
- 9.2 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 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.

- 9.3 Any communication by us with you sent through the post or DX system is deemed to arrive at your postal address two working days after the day that the document was sent.
- 9.4 When accessing information held electronically by HMRC, we may have access to more information than we need and will only access records reasonably required to carry out the contract.
- 9.5 You are required to keep us up to date with accurate contact details at all times. This is important to ensure that communications and papers are not sent to the incorrect address.

10. Ethical guidelines

- 10.1 We are bound by the ethical guidelines of the Association of Accounting Technicians, and accept instructions to act for you on the basis that we will act in accordance with those ethical guidelines. A copy of these guidelines can be viewed at our offices on request or can be seen by visiting the AAT website. We will not be liable for any loss, damage or cost arising from our compliance with statutory or regulatory obligations.

11. Fees and payment terms

- 11.1 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.
- 11.2 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.
- 11.3 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.
- 11.4 For regular services, we will bill monthly and our invoices are due for payment within 14 days from the date shown on the invoice. Other services may be invoiced at different points during the month and may have different credit terms. These terms will have been agreed upon in advance of the work being arranged. Please note that 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.
- 11.5 Unless otherwise agreed to the contrary, our fees do not include the costs of any third party, counsel, or other professional fees.
- 11.6 It is our normal practice to issue applications for payment when dealing with continuous or recurring work. The payment terms for applications for payment are the same as for invoiced fees. A VAT invoice will be issued to you upon receipt of your payment. 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.

- 11.7 You authorise us to settle our agreed fees from any money held on your behalf in the client account.
- 11.8 Where this contract exists between us and a purchaser acting in the course of a business, we reserve the right to charge interest on late-paid invoices at the rate of 8% above the Bank of England base rate 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.
- 11.9 On termination of the engagement, you may appoint a new adviser. Where a new adviser requests professional clearance and handover information we reserve the right to charge you a reasonable fee for the provision of handover information. Please refer to specific service terms for any additional conditions relating to fees and payment terms.

12. Implementation

- 12.1 We will only assist with the implementation of our advice if specifically instructed and agreed in writing. Additional fees may apply.

13. Intellectual property rights

- 13.1 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.

14. Interpretation

- 14.1 If any provision of this 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.
- 14.2 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.

15. Internal disputes

- 15.1 If we become aware of a dispute between the parties who own or are in some way involved in the ownership and management of a business client, it should be noted that where our client is the business, 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 Nominated Person indicated above.
- 15.2 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 on the action to be taken.

16. Investment services

- 16.1 Investment business is regulated under the Financial Services and Markets Act 2000 and the Financial Services Act 2012. If during the provision of professional services to you, you need advice on investments, including insurances, we may have to refer you to someone is authorised by the Financial Services Authority or licensed by a Designated Professional Body as we are not.

- 17. Lien**
- 17.1 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.
- 18. Limitation of liability**
- 18.1 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 or wilful default.
- 18.2 **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.
- 18.3 **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.
- 18.4 **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.
- 18.5 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.
- 18.6 **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.
- 19. Limitation of third-party rights**
- 19.1 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.
- 19.2 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 that 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.
- 20. Money Laundering Regulations 2017**
- 20.1 In accordance with the Proceeds of Crime Act, The Terrorism Act, Money Laundering Regulations 2017 and The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, you agree to waive your right to confidentiality to the extent of any report made, document provided or information disclosed to the National Crime Agency (NCA).
- 20.2 You also acknowledge that we are required to report directly to the NCA 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.
- 20.3 As with other professional services firms, we are required to have appropriate risk based policies and procedures for assessing and managing money laundering risks: this applies at the start of any business relationship and through the lifetime of the relationship. This includes undertaking appropriate customer due diligence. We may request from you, and retain, such information and documentation as we require for these purposes and/or make searches of appropriate databases. If we are not able to obtain satisfactory evidence of your identity, we will not be able to proceed with the engagement.
- 20.4 Copies of such records created as part of the client due diligence process, including any non-engagement documents relating to the client relationship and ongoing monitoring of it, will be retained by us for a period of five years after we cease to act for the business unless we are required to retain them under statutory obligation, or to retain them for legal proceedings, or you consented to the retention in which case the records will be retained for not more than 10 years.
- 21. Ownership of Documents**
- 21.1 All original documents obtained from the client arising from the engagement shall remain the property of the client and be returned. However, we reserve the right to make a reasonable number of copies of the original documents for our records.
- 21.2 No physical documents will be stored on site at our offices and be returned to the client or disposed of securely and, where applicable, confidentially.
- 22. Period of engagement and termination**
- 22.1 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.
- 22.2 Each of us may terminate this agreement by giving not less than 28 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.
- 22.3 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.
- 22.4 If you engage us for a one-off piece of work (for example advice on a one-off transaction or preparation of a tax return for one year only) the engagement ceases as soon as that work is completed. The date of completion of the work is taken to be the termination date and we owe you no duties and we will not undertake further work beyond that date.
- 22.5 Where recurring work is provided (for example ongoing compliance work such as the completion of annual tax returns) the engagement ceases on the relevant date in relation to the termination as set out above. Unless immediate termination applies, in practice this means that the relevant termination date is:
- 28 days after the date of notice of termination; or
 - A later agreed date

22.6 We owe you no duties beyond the date of termination and will not undertake any further work. We reserve the right to recover any business expense and reasonable expenditure relating to time expended in the provision of service up to the date of cancellation. Any refund due will be made net of this fee.

23. Professional Body Rules

23.1 We will observe and act in accordance with the bye-laws, regulations, and ethical guidelines of the AAT and will accept instructions to act for you on this basis.

23.2 You are responsible for bringing to our attention any errors, omissions, or inaccuracies in your returns that you become aware of after the returns have been submitted in order that we may assist you to make a voluntary disclosure.

23.3 In particular, you give us the authority to correct errors made by HMRC where we become aware of them. In addition, we will not undertake tax planning which breaches Professional Conduct in Relation to Taxation. We will therefore comply with the general anti-abuse rule and the targeted anti-avoidance rule. 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. The requirements are also available online via the AAT Website

23.4 The implications of professional body membership as it relates to GDPR are set out in the privacy notice, which should be read alongside these standard terms and conditions of business.

24. Reliance on advice

24.1 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. However, bear in mind that advice is only valid at the date it is given.

25. Retention of papers

25.1 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. Otherwise, we will scan and keep digital copies, whilst securely disposing of the original.

25.2 When we cease to act for you we will seek to agree the position on access to cloud-accounting records to ensure continuity of service. This may require you to enter direct engagements with the software providers and pay for that service separately. Documents and records relevant to your tax affairs are required by law to be retained as follows:

- Individuals, trustees and partnerships
 - a) with trading or rental income: five years and 10 months after the end of the tax year otherwise:
 - b) 22 months after the end of the tax year.
- Companies, LLPs and other corporate entities
 - a) six years from the end of the accounting period.

25.3 While 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. This includes your documents if they have not been reclaimed by you within the seven-year period. You must tell us if you require the return of any specific document or their retention for a longer period.

25.4 You should retain documents that are sent to you by us as set out in the privacy notice, which should be read alongside these terms and conditions.

26 Requirements of the Data Protection Act (DPA) 2018 and the General Data Protection Regulation (GDPR)

26.1 The DPA 2018 and GDPR set out a number of requirements in relation to the processing of personal data.

26.2 Here at DH Business Support Ltd we take your privacy and the privacy of the information we process seriously. We will only use your personal information and the personal information you give us access to under this contract to administer your account and to provide the services you have requested from us.

26.3 Our full privacy statement can be found on our website. We will request further information regarding your communication preferences, if necessary after this agreement has been signed as part of our onboarding process. In signing this letter you will be indicating that you have read and agreed to the terms under which we operate as set out in this notice.

27. The Provision of Services Regulations 2009 ('Services Directive')

27.1 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 offices or on request.

28. Timetable

28.1 The services we undertake to perform for you will be carried out on a timescale to be determined between us on an ongoing basis.

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

29. Xero and other Software Subscriptions

29.1 If we are the subscriber for a Xero account that holds your companies data then we hold the right block your access to this information if your subscription for Xero with us is not paid up to date. We will transfer the subscription over to you at any time following a written request. We will only carry out the transfer if your fees with us are up to date. Your data is stored by Xero, you can find their Terms of Use here <https://www.xero.com/uk/about/terms/>

30 Your Responsibilities

30.1 In conducting this engagement, information acquired by us in the course of the engagement is subject to strict confidentiality requirements. That information will not be disclosed by us to other parties except as required or allowed for by law, or with your express written consent.

30.2 The Client is responsible for the reliability, accuracy and completeness of the accounting records, particulars and information provided and disclosure of all material and relevant information. Clients are required to arrange for reasonable access by us to relevant individuals and documents, and shall be responsible for both the completeness and accuracy of the information supplied to us. Any advice given to the Client is only an opinion based on our knowledge of the Client's particular circumstances.

30.3 Additional responsibilities are highlighted with each specific service. We will not be liable for the provision of the service or any charges at may apply as a result of non-compliance if all requested responsibilities are not fulfilled.