

Electric Accountancy: Terms and Conditions

1. Alternate arrangements

In the event of incapacity, we may appoint an alternative agent to take over our work. We will share your information so the alternative agent can contact you. You can appoint another agent at that stage if you wish.

2. 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 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.

3. Automatic exchange of information (AEOI), including Foreign Account Tax Compliance Act (FATCA)

Unless covered by a separate engagement letter, we will not be responsible for compliance with the International Tax Compliance Regulations 2015, produced as a result of AEOI.

4. Changes in the law or practice or in public policy

We will not accept responsibility if you act on advice given by us on an earlier occasion without first confirming with us that the advice is still valid in the light of any change in the law or practice or in public policy or your circumstances.

We will accept no liability for losses arising from changes in the law or practice or in public policy that are first published after the date on which the advice is given.

5. Client identification and verification

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.

6. Client money

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.

7. 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 that we arrange for you. Where this happens, we will notify you of the amount and terms of payment and receipt of any such commissions or benefits.

8. Complaints

We are committed to providing a high-quality service. Should there be any cause for complaint, please contact Andrew Hockley (andrewhockley@hockleyhomes.co.uk). If you are still not satisfied you can refer your complaint to our professional body, AAT.

9. Confidentiality

Communication between us is confidential. We shall take all reasonable steps not to disclose your information except where we are required to and as set out in our privacy notice. Unless we are authorised by you to disclose information on your behalf, this undertaking will apply during and after this engagement. We may subcontract work on your affairs to other tax or accounting professionals. Subcontractors will be bound by our client confidentiality and security terms.

10. Conflicts of interest

If there is a conflict of interest in our relationship with you or with you and another client, we will adopt suitable safeguards to protect your interests. If this is not possible, we will be unable to provide further services, and will inform you promptly. 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.

11. Data protection

You acknowledge that we will act in accordance with the privacy notice we have supplied to you.

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12. 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 3 months or more, we may issue to your last known address a disengagement letter and cease to act. For fixed fee contracts, we will invoice you for the cost of work done during the contract period based on an hourly rate (available on request), less payments already made by you for this work. You will not be entitled to a refund of monthly fees already paid.

13. Electronic and other communication

We will communicate with you and with any third parties 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. We use virus-scanning software to reduce the risk of viruses and similar damaging items being transmitted. However, 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. Any communication by us sent through the post is deemed to arrive at your postal address two working days after the day that the document was sent. If you correspond with us by, or require us to correspond with you via email that is not encrypted or password protected, you accept the risks associated with this. 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.

14. Fees and payment terms

Fee quotes are valid for 30 days. Our fees depend on time spent on your affairs, the level of skill and responsibility, the importance and value of the advice, as well as the level of risk. Fees will be billed at appropriate intervals during the year and will be due on presentation. We reserve the right to postpone the submission of documents (e.g. to HMRC) until payment for the work has been received. In such circumstances, we do not accept liability for any late filing penalties imposed. Where information is not provided by the date we specify, we may charge an additional fee for completing the return in a shorter time period. We will not be liable for any costs or penalties arising if the return is late in these circumstances.

Our fees are exclusive of VAT, which will be added where chargeable. Unless otherwise agreed, our fees do not include the costs of any third party, counsel or other professional fees. We reserve the right to increase fees from time to time. We will notify you of any increase in advance.

If we provide you with an estimate of fees, then the estimate will not be contractually binding unless we explicitly state that is the case. 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. It is not our practice to identify fixed fees for more than a year ahead.

If you are entitled to assistance with your professional fees, you will remain liable for our fees regardless of whether all or part are liable to be paid by your insurers. 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.

We reserve the right to retain documents and information and to stop work until invoices are paid in full. In that event, we shall not be responsible or liable for any consequences arising.

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 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.

If you do not accept that an invoiced fee is fair and reasonable you must notify us within 14 days of receipt, failing which you will be deemed to have accepted that payment is due.

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 this information.

15. Implementation

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

16. 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.

17. Interpretation

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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.

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.

18. 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 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 registered office/normal place of business for the attention of the directors/proprietors. 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.

19. Investment advice

If, during the provision of professional services to you, you need advice on investments, including insurances, you will need the advice of someone who is authorised by the Financial Conduct Authority or licensed by a designated professional body as we are not authorised to give such advice.

20. 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.

21. 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, fraud 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. In particular, where we refer you to another firm whom you engage with directly, we accept no responsibility in relation to their work and will not be liable for any loss caused by them.

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 non-disclosure or misrepresentation

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 exclusion shall not apply where such misrepresentation, withholding or concealment is or should (in carrying out the procedures that 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. 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 directors or employees on a personal basis.

22. 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 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

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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.

23. Money laundering legislation

All accountants must comply with onerous duties imposed by the Proceeds of Crime Act 2002, the Terrorism Act 2000 and the Money Laundering Regulations 2007, which are intended to inhibit the activities of terrorists and other criminals by denying them access to technical expertise. If we fail to perform these duties, we risk imprisonment. We assume that all clients are honest and law abiding. However, if at any time there appear to be grounds to suspect that your instructions relate to 'criminal property', we are obliged to make a report to the National Crime Agency, but are prohibited from telling you that we have done so. In such circumstances, we must not act on your instructions without consent from NCA. If NCA do not refuse consent within 7 working days, we may continue to act. If NCA issue a refusal within that time, we must not act for a further 31 days from the date of the refusal.

Criminal property is property in any legal form, whether money, real property, rights or any benefits derived from criminal activity, no matter who carried out the criminal activity or how removed the property is from the original crime. Activity is considered criminal if it is a crime under UK law, no matter how trivial.

24. Period of engagement and termination

Unless otherwise agreed in the engagement letter our work and responsibilities begin when we receive your implicit or explicit acceptance of that letter.

Each of us may terminate this agreement by giving not less than 21 days' notice in writing, except where you fail to cooperate with us or we believe that you have provided 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. We owe you no duties beyond the date of termination.

In the event of termination, we will endeavour to agree with you the arrangements for completing 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 carry out further work and shall not be responsible or liable for any consequences arising from termination.

25. Professional body rules

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. We will not undertake tax planning which breaches Professional Conduct in Relation to Taxation. The requirements are available online at: aat.org.uk

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. You give us 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.

26. 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. If we provide oral advice and you wish to be able to rely on it, you must ask for the advice to be confirmed in writing. Advice is only valid at the date it is given.

27. Retention of papers

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. We will return original documents to you when we cease to act for you, or upon request. 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. We may destroy all documents older than seven years old.

You have a legal responsibility to retain documents and records relevant to your tax affairs. You should retain documents as set out in the privacy notice.

28. 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 offices or by request from us.