

STANDARD TERMS & CONDITIONS

1 Applicable Law

Our engagement letter, the schedule of services and our standard terms and conditions of business are governed by and are to be construed in accordance with English law. The courts of England & Wales shall have exclusive jurisdiction in relation to any claim or dispute concerning the services, or our engagement letter or anything arising from it. Each party waives irrevocably any right to object to any action being brought in these courts or 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

We are required by our governing body the Institute of Chartered Accountants in England & Wales (“ICAEW”) and the law to identify our clients for the purposes of the 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

We may hold money on your behalf from time to time. Such money will be held in on trust in a client bank account segregated from the firm’s funds.

We will return monies held on your behalf to you as soon as there is no longer any reason to retain those funds. If any monies remain in our client account that are unclaimed and the client to which they relate has remained untraced for 5 years or we as a firm cease to practice then we may pay those monies to a registered charity.

4 Commissions and other Benefits

In some circumstances we may receive commissions 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 any payment or benefits.

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 Gabriella Alexander-Passe. Where your complaint relates to that person you should instead please contact Bobby Jacobs. We will investigate any complaint carefully and promptly and do everything reasonable to put it right. In the event that you are still not satisfied you can refer your complaint to our professional body the ICAEW.

6 Confidentiality

Communication between us is confidential and we shall take all reasonable steps to keep confidential your information in line with our [Privacy Policy](#). We may be 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 will apply throughout and after this engagement.

We may on occasion sub-contract work on your behalf to other tax or accounting professionals. The sub-contractors will be bound by our Confidentiality terms and where they are Data Processors and we are the Data Controller will be required to enter into a GDPR compliant Data Processor agreement with us.

We reserve the right for the purposes of promotional activity, training, or similar business purposes, to mention that you are a client. As stated above we will not disclose any confidential information.

7 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 or with you and another client. 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 notify promptly.

If there is a conflict of interest that is capable of being addressed successfully by the adoption of safeguards to protect your interests, then we will adopt those interests. Where possible this will be done on the basis of informed consent. We reserve the right to act for other clients whose interests are not the same as yours or adverse to yours subject to the obligations of confidentiality set out above.

8 Data Protection

All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and your rights under the GDPR.

For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our [Privacy Policy](#).

9 Communications

We may from time to time communicate with you and third parties by email.

We will never send you marketing emails of any kind without your express consent. If you do give such consent, you may opt out at any time. Any and all marketing emails sent by Us include an unsubscribe link or other details of how to unsubscribe. If you opt out of receiving emails from us at any time, it may take up to 21 business days for us to comply with your request. During that time, you may continue to receive emails from us.

For questions or complaints about communications from Us (including, but not limited to marketing emails), please contact Us at gabriella@gaptax.co.uk

With electronic communications 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 damage or loss caused by viruses nor for communications which are corrupted or altered after dispatch. We do not accept liability for problems or accidental errors relating to this means of communication especially in relation to commercially sensitive material. These are risks you agree to bear in return for greater efficiency and lower costs. If you do not wish to accept these risks you must let us know and we will communicate by post save where electronic mail is mandatory. Any communication sent by us by post is deemed to have arrived 2 business days following the date of posting.

10 Fees and Payment Terms

The fees are set out on the Schedule attached to the engagement letter you sign when instructing us. If we provide you with an estimate of fees then it is an estimate and contractually binding unless we expressly say so.

Where requested we may indicate a fixed fee for the provision of specific services or an indicative range of fees for an 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.

Where you are entitled to help with your fees for instance by an insurance policy you still remain principally liable for the fees as the client.

Our invoices are due for payment on presentation where they are not covered by standing orders. Our fees are exclusive of VAT which will be added where appropriate. Any disbursements we incur on your behalf and expenses incurred in the course of carrying out our services for you will be added to the invoices where appropriate.

Unless otherwise agreed our fees do not include the fees of third parties, counsel or other professional fees and disbursements.

At our discretion we charge interest on late paid invoices (30 days) at 4% above the base rate of our bankers under the Late Payment of Commercial Debts (Interest) Act 1998 or any re enactment or amendment thereof. We reserve the right to suspend services or cease to act for you on giving written notice if payment of fees is unduly delayed in our opinion. We will only exercise these rights where it is fair and reasonable for us to do so.

If you do not accept that an invoice is fair or reasonable you must notify us in writing within 21 days failing which you are deemed to have accepted it.

11 Implementation

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

12 Intellectual Property Rights

All Content included on Our Site and the copyright and other intellectual property rights subsisting in that Content, unless specifically labelled otherwise, belongs to or has been licensed by Us. All Content is protected by applicable United Kingdom and international intellectual property laws and treaties.

You may not reproduce, copy, distribute, sell, rent, sub-licence, store, or in any other manner re-use Content from Our Site unless given express written permission to do so by Us.

You may access, view and use Our Site in a web browser (including any web browsing capability built into other types of software or app); download Our Site (or any part of it) for caching; print pages from Our Site; download extracts from pages on Our Site; save pages from Our Site for later and/or offline viewing.

Our status as the owner and author of the Content on Our Site (or that of identified licensors, as appropriate) must always be acknowledged. You may not use any Content saved or downloaded from Our Site for commercial purposes without first obtaining a licence from Us (or our licensors, as appropriate) to do so. This does not prohibit the normal access, viewing and use of Our Site for general information purposes whether by business users or consumers.

Nothing in these Terms and Conditions limits or excludes the provisions of Chapter III of the Copyrights, Designs and Patents Act 1988 'Acts Permitted in Relation to Copyright Works', covering in particular the making of temporary copies; research and private study; the making of copies for text and data analysis for non-commercial research; criticism, review, quotation and news reporting; caricature, parody or pastiche; and the incidental inclusion of copyright material.

13 Interpretation

If any provision of our engagement letter or its schedules is held to be void then that or those provisions will be deemed struck from the engagement letter and deemed not to form part of the contract we have and the remainder of our agreement will be interpreted as if such provision had never been inserted.

In the event of any conflict between these terms and the engagement letter or its schedules then the relevant provisions in the engagement letter and/or schedules will take precedence.

14 Lien

In so far as we are permitted 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.

15 Limitation of Liability

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

15.1 Exclusion of Liability

We will not be liable if such losses, penalties, surcharges, interest or additional 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 the relevant information.

We will not be liable to you for any delay or failure to perform our obligations under our engagement with you if the delay or failure is caused by circumstances outside of our reasonable control.

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, concealed 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.

15.2 Indemnity for unauthorised disclosure

You agree to indemnify us and our agents in respect of any claim (including any negligence claim) 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 extends to the cost of defending such claim, including payment at our usual rates for the time we spend defending it.

15.3 Limitation of Aggregate Liability

Where the engagement letter specifies an aggregate limit of liability, then the 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 any other person we have agreed you may rely on our work. By signing the engagement letter, you agree that you considered this limit to be reasonable and

fair in the circumstances. If you do not wish to accept it you should contact us to discuss it before signing the engagement letter.

You agree 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.

16 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 and which you may disclose to them. Only a party to our contract with you contained in the engagement letter and any schedules has the right to enforce any of its provisions and no rights are conferred on any third party under the Contracts (Rights of Third Parties) Act 1999.

17 Period of Engagement and Termination

Unless otherwise agreed in the engagement letter our work will begin when we receive your implicit or express acceptance of that letter. Except as stated in that letter we are not responsible for periods before that date.

Either of us may terminate this agreement by giving not less than 14 days' notice in writing to the other except where you fail to co-operate with us or we have reason to believe that you have provided us or HMRC with misleading information in which case we may terminate without notice. Termination is without prejudice to any accrued rights for either party up to termination.

In the event of termination we will try to agree with you the arrangements for the completion of the 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 our further work and will not be responsible for any consequences arising from termination.

17 Professional Rules and Statutory Obligations

We will observe and act in accordance with the regulation's standards and guidance of the ICAEW and will accept instructions to act for you only on this basis. You give us the authority to correct errors made by HMRC where we become aware of them. We are not 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 at www.icaew.com/regulations

18 Quality Control

As part of our ongoing commitment to providing a quality service our files are periodically reviewed by an independent regulatory or quality control body. These reviewers are bound by the same rules for confidentiality as our principals and staff.

19 Reliance on Advice

We will endeavour to record all advice on important matters in writing. Advice given verbally is not intended to be relied on unless confirmed in writing. Therefore if we provide oral advice for instance during a meeting or over the telephone and you wish to be able to rely on that advice then you must ask for the advice in writing and we will provide it.

20 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 or others relevant to your tax affairs. We will return any original documents to you if requested in line with your request and our [Privacy Policy](#).

Documents and records relevant to your tax affairs are required by law to be retained as follows:

Individuals/Trustees/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'/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 or retention of any specific documents for a longer period.

21 Insurance

In accordance with our professional body rules we are obliged to hold professional indemnity insurance. Details about the insurer and coverage can be found at our offices.

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