

## **Your Payroll Bureau Limited Standard Terms of Business**

The following Standard Terms of Business apply to all work we accept unless we agree to any changes in writing. The services you have asked us to provide will be set out in a separate letter (Engagement Letter). Our contract with you includes this letter and these Standard Terms of Business.

### **1. Contracting parties**

1.1 Your contract is with The Payroll Bureau Limited (we, us).

1.2 Persons who are not party to this agreement will have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This clause does not affect any right or remedy of any person that exists or is available other than under that Act.

1.3 The advice that we give to you is for your sole use and does not constitute advice to any third party to whom you may communicate it. We accept no responsibility to third parties for any aspect of our professional services or work that is made available to them.

### **2. Our professional responsibilities**

2.1 We will keep to the Code of Ethics of The Institute of Financial Accountants.

2.2 Where you give us confidential information, we confirm that we will at all times keep it confidential, other than as required by law or as provided for in regulatory, ethical or other professional statements relevant to our engagement. We may, on occasions, subcontract work on your affairs to other tax or accounting professionals locally. Where this occurs, we will take all reasonable steps to ensure that those organisations recognise their obligations of confidentiality. By accepting these Terms, you consent to such outsourcing arrangements including the transfer of any personal data to such organisations.

2.3 We reserve the right during our engagement with you to deliver services to other clients whose interests might compete with yours or are or may be adverse to yours, subject to our confidentiality clause. We confirm that we will notify you immediately should we become aware of any conflict of interest involving us and affecting you unless we are unable to do so because of our confidentiality obligations. If a conflict of interest should arise, either between two or more of our clients, or in the provision of multiple services to a single client, we will take such steps as are necessary to deal with the conflict. In resolving the conflict, we would be guided by our Code of Ethics.

2.4 We will take into account the General Anti Abuse Rule of section 206 of the Finance Act 2013 when advising on a particular transaction.

### **3. Other regulatory and similar information**

3.1 Details of our professional indemnity insurer and other regulatory information can be requested and supplied in writing.

3.2 Our VAT registration number is GB 440 3420 42.

3.3 When carrying out work we maintain compliance with our internal policies covering the Criminal Facilitation of Tax Evasion which satisfies the requirements of the Criminal Finance Act 2017 which introduced legislation to counter the facilitation of tax evasion by an associated person of a relevant body, and Professional Conduct in Relation to Taxation (PCRT.)

### **4. Fees**

4.1 We calculate our fees using the basis that we told you about at our initial meeting. This will reflect the time spent on your affairs by our partners, employees and consultants, on the levels of skill and responsibility involved and the importance and value of the advice that we provide, as well as the level of risk.

4.2 All fee proposals or other indications of our fees are given before VAT. We will add VAT, at the applicable rate, to our invoices for works completed.

4.3 If it is necessary to carry out work outside the responsibilities outlined in our Engagement Letter it will involve additional fees. Accordingly we would like to point out that it is in your best interests to ensure that your records etc are completed to the agreed standard as recommended by HMRC.

4.4 Invoices rendered are due for payment within fourteen days from the date of the invoice.

4.5 We can end or suspend further services until we receive your payment if an invoice is overdue. If we do this, we will let you know in writing. If we do end or suspend services, our contractual duty of care to you under general law will end.

4.6 In the event that the firm ceases to act in relation to your affairs you agree to meet all reasonable costs of providing information to the new professional advisers. In particular you agree to meet these costs where we are required by law to provide information to a successor firm.

### **5. General limitation of liability and insurance**

5.1 We will provide our professional services with reasonable care and skill. Our liability to you is limited to losses, damages, costs and expenses caused by our negligence, wilful default or breach of contract, [subject to a maximum liability as noted in paragraph 2.8]. However, to the fullest extent permitted by law, we will not be responsible for any losses, penalties, surcharges, interest or additional tax liabilities arising from the supply by you or others of incorrect or incomplete information, or yours or others' failure to supply any appropriate information (at all or on a timely basis) or your failure to act on our advice or

respond promptly to communications from us or any public sector body (such as HMRC, Companies House etc.).

5.2 We cannot be responsible for matters outside our control such as delay by a government department in dealing with an enquiry, information technology (IT) failures by government departments etc.

5.3 Professional advice is often time critical and 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 light of any change in law or your circumstances. Furthermore, we will not accept any liability for losses arising from change in the law or the interpretation thereof that are first published after the date on which we gave advice.

5.4 You agree to hold harmless and indemnify us, our principals, subcontractors, consultants, agents and staff, to the fullest extent permitted by law, for any loss suffered by you arising from any misrepresentation (intentional or unintentional) provided by you orally or in writing in connection with this agreement.

5.5 You have agreed that you will not bring any claim in connection with services we provide to you against any of our principals, subcontractors, consultants, agents or staff personally.

5.6 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 that advice to be confirmed in writing.

5.7 Our work is not, unless there is a legal or regulatory requirement, to be disclosed to third parties without our written permission and we will accept no responsibility to third parties for any aspect of our professional services or work that is made available to them. Any person who is not party to this agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This clause does not affect any right or remedy of any person, which exists or is available otherwise than pursuant to that Act.

5.8 Other than where we act as an independent examiner in respect of a charity or where we act as reporting accounting to the Civil Aviation Authority (CAA) in respect of an ATOL assignment the firm's liability as defined in paragraph 2.1 which has arisen from an action or inaction by the firm is limited to £100,000 irrespective of whether this gives rise to one or multiple claims. Regarding reporting to the CAA in respect of ATOL assignments our liability is capped in accordance with the CAA capping formula, regarding independent examination on charities our liability is unlimited.

## **6. The best service**

6.1 We aim to provide a high quality of service which is both efficient and effective at all times. If at any time you would like to discuss with us how our service to you could be improved or if you are concerned with the service which you are receiving, please let us know by telephoning either Emma Bowley OR Amy Needham.

6.2 We undertake to consider any comments carefully and promptly and to do all we can to explain the position to you. We will acknowledge your letter within five business days of receipt and endeavour to address your complaint within 8 weeks.

6.3 We undertake to do everything reasonable to resolve any problems and if you are still not satisfied you may, of course, take up matters with the Institute of Financial Accountants (IFA).

Institute of Financial Accountants  
CS111, Clerkenwell Workshops  
27-31 Clerkenwell Close  
Farringdon  
London  
EC1R 0AT

6.4 Where you meet the definition of a consumer, should we be unable to resolve your complaint, you may be able to refer your complaint to an alternative dispute resolution (ADR) provider. We will provide you with details of such a provider if we are unable to resolve your complaint internally. This is in addition to your ability to contact our regulatory body.

## **7. Owning information and keeping records and data**

7.1 During the course of our work we will collect information from you and others acting on your behalf and will return any original documents to you.

7.2 We own all information such as working papers, letters, emails, memos, file notes of meetings and phone calls and copies of other original documents that we create or that we receive either in our own right or as your agent.

7.3 We intend to destroy correspondence and other papers that we store that are more than six years old. If you require retention of any document you must indicate that fact to us in writing.

## **8. The Proceeds of Crime Act 2002 and the Money Laundering Regulations 2017**

8.1 In common with all accountancy and legal practices, the firm is required by the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2017 to:

- maintain identification procedures for clients, beneficial owners of clients and persons purporting to act on behalf of clients;
- maintain records of identification evidence and the work undertaken for the client;
- and
- report, in accordance with the relevant legislation and regulations.

8.2 When verifying your identity we will most likely use an electronic reference agency. We will request from you, and retain, some information and documentation for the purpose of making electronic checks. The check will leave a 'soft' footprint and will not appear on your credit record or impact your credit rating. By instructing us you agree to us carrying out such checks and providing such information as required to the electronic reference agency. We may also use your details in the future to assist other companies for verification purposes. If we are not able to obtain satisfactory evidence of your identity within a reasonable time, there may be circumstances in which we are not able to proceed with the appointment.

8.3 The provision of audit and accountancy services is a business in the regulated sector and as such we have a duty under section 330 of the Proceeds of Crime Act 2002 to report

to the National Crime Agency (NCA) if we know, or have reasonable cause to suspect, that another person is involved in money laundering. Failure on our part to make a report where we have knowledge or reasonable grounds for suspicion would constitute a criminal offence. It is not our practice to inform you when such a disclosure is made or the reasons for it because of the restrictions imposed by the 'tipping off' provisions of the legislation. In consequence, neither the firm's principals nor staff may enter into any correspondence or discussions with you regarding such matters.

8.4 The offence of money laundering is defined by section 340(11) of the Proceeds of Crime Act and includes concealing, converting, using or possessing the benefits of any activity that constitutes a criminal offence in the UK. It also includes involvement in any arrangement that facilitates the acquisition, retention, use or control of such a benefit.

This definition is very wide and would include such crimes as:

- deliberate tax evasion;
- deliberate failure to inform the tax authorities of known underpayments or excessive repayments;
- fraudulent claiming of benefits or grants; or
- obtaining a contract through bribery.

Clearly this list is by no means exhaustive.

8.5 We are not required to undertake work for the sole purpose of identifying suspicions of money laundering. We will fulfil our obligations under the Proceeds of Crime Act 2002 in accordance with the guidance published by the Consultative Committee of Accountancy Bodies.

## **9. External review**

9.1 As part of our ongoing commitment to providing a quality service, our files are periodically subject to an independent regulatory or quality review. Our reviewers are highly experienced and professional people and are, of course, bound by the same requirements of confidentiality as our principals and staff.

## **10. Applicable law**

10.1 Our work for you shall be governed by and construed in accordance with English law. The Courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this Standard Terms of Business or any associated Engagement Letter and any matter arising from it. Each party irrevocably waives any right it may have to object to an action being brought in those Courts, to claim that the action has been brought in an inconvenient forum, or to claim that those Courts do not have jurisdiction.

10.2 If any provision in this Standard Terms of Business or any associated Engagement Letter, or its application, is found to be invalid, illegal or otherwise unenforceable in any respect, the validity, legality or enforceability of any other provisions shall not in any way be affected or impaired.

## **11. Changes in the law**

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

11.2 We will accept no liability for losses arising from changes in the law or the interpretation thereof that occur after the date on which the advice is given.

## **12. Electronic communication**

12.1 Unless you instruct us otherwise, we may, where appropriate, communicate with you and with third parties via email or by other electronic means. Internet communications are capable of data corruption and therefore we do not accept any responsibility for changes made to such communications after their despatch. It may therefore be inappropriate to rely on advice contained in an e-mail without obtaining written confirmation of it. We do not accept responsibility for any errors or problems that may arise through the use of internet communication and all risks connected with sending commercially sensitive information relating to your business are borne by you. If you do not agree to accept this risk, you should notify us in writing that e-mail is not an acceptable means of communication.

12.2 It is the responsibility of the recipient to carry out a virus check on any attachments received.

## **13. Data protection**

13.1 The Data Protection Act (DPA) 2018 as amended by the Data Protection, Privacy and Electronic Communications (Amendment etc.) (EU Exit) Regulations 2019 contain a number of requirements in relation to the processing of personal data.

13.2 We take your privacy and the privacy of the information we process very seriously. We will only use your personal information and the personal information you give us access to under this engagement to administer your account and to provide the services that you have requested from us.

13.3 We attach a copy of our privacy notice which sets out our approach to handling your data.

13.4 Any personal data received from you to comply with our obligations under The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 as amended (MLR 2017) will be processed only for the purposes of preventing money laundering or terrorist financing. No other use will be made of this personal data unless use of the data is permitted by or under an enactment other than the MLR 2017, or we have obtained the consent of the data subject to the proposed use of the data.

13.5 You hereby explicitly acknowledge and consent that we may make use of cloud computing services to store Personal Information and other data relating to you. We will use commercially reasonable security technologies (such as encryption, password protection and firewall protection) to protect this Personal Information and other data from unauthorised disclosure. You, however, acknowledge and agree that it is impossible for us to guarantee

the security of the Personal Information and other data with absolute certainty and that the use of cloud computing services may therefore entail certain risks. We shall only be responsible if it has finally judicially been determined that we did not take commercially reasonable measures to protect the Personal Information and other data from unauthorised disclosure.

#### **14. Investment advice – exempt regulated activities**

14.1 We are not authorised by the Financial Conduct Authority (FCA) to conduct investment business.

#### **15. Use of our name in statements or documents issued by you**

15.1 You are not permitted to use our name in any statement or document that you may issue unless our prior written consent has been obtained. The only exception to this restriction would be statements or documents that are to be made public in accordance with applicable law.

#### **16. Draft/interim work or oral advice**

16.1 In the course of providing services to you we may provide advice or reports or other work products in draft or interim form, or orally; however, final written work products will always prevail over any draft, interim or oral statements. Where you request it, we will provide you with written confirmation of matters stated orally.

#### **17. Third-party cloud-based software**

17.1 We may use cloud-based software suppliers (those we access through the internet) to help us provide our services. Before we use these suppliers, we will review them. This review covers data storage and security, service levels and ability to make a profit to make sure that the service provided is appropriate. Although we have these procedures in place, we cannot accept responsibility for problems in service, however they may be caused. If you use this service, it is at your risk.

#### **18. Staff**

18.1 Our staff work for you on the understanding that:

- you will not offer employment to our staff involved in the work unless we give you written permission, and

If written permission is given, we can bill the other party for an appropriate fee of 50% of the annual salary on appointment plus VAT.

#### **19. Entire agreement**

19.1 Our Engagement Letter and these Standard Terms of Business form the whole agreement between us and replace all previous agreements and terms between us. In entering into this agreement, you have not relied on any statement, representation,

assurance or warranty (whether made negligently or innocently) other than as set out in our Engagement Letter and these Standard Terms of Business.

If any provisions of our Engagement Letter or Standard Terms of Business are held to be void for whatever reason, then that provision will be deemed not to form part of this contract, and no other provisions will be affected or impaired in any way. In the event of any conflict between these Standard Terms of Business and the Engagement Letter or appendices, the relevant provision in the Engagement Letter or schedules will take precedence.

## **20. Continuity of services**

20.1 In the event of the long-term incapacity of the principal of the practice as a result of illness or other circumstances Ross Staniforth & Thomas Saxton of Tediflo Limited will look after your affairs. They are a qualified accountant and are regulated by the AAT. This is known as an 'alternate arrangement' and is a requirement of our Regulatory Body.

20.2 Where the principal's incapacity is temporary, they will manage your affairs until they are able to resume their duties.

20.3 Where the incapacity is permanent the alternate, they will either become our successor and become your professional advisor or will facilitate the hand over of your affairs to another professional advisor of your choice.

20.4 You agree to our alternate having access to our records which relate to you if it becomes necessary.