

Cashtrac Accountancy Services

Standard Terms & Conditions

2020

This document confirms the basis of our terms applicable as at the date of service and supersedes all previous versions. It is in addition to (and not instead of) the specific detail contained within our Privacy Policy. We reserve the right to vary these terms without notice or consultation.

We are licenced and regulated for Accounting services by the Association of Accounting Technicians.

Introduction

“We”, “us” and “our” will be used for Cashtrac Limited in all cases throughout.

“You”, “your”, “your company” and “directors” will be used for the client in all cases throughout.

Our Services to you

We will complete our contracted services based on the accounting records provided by you together with any additional information and explanations supplied.

We may advise you as to the adequacy of your records for preparation of the annual accounts and make recommendations for improvements which we consider necessary.

We shall not be responsible if, as a result of you not taking our advice, you incur losses or penalties.

We will use reasonable skill and care in the preparation of your accounts but will not be responsible for errors arising from omissions or incorrect information supplied by you.

We will report any variations that we consider may be necessary in accordance with your instructions and in order to assist you to fulfil your responsibilities,

We have a professional duty to compile accounts which conform to generally accepted accounting principles, where we identify that the accounts do not conform to accepted accounting principles, or if the accounting policies adopted is not immediately apparent, this will be made clear in our report, if it is not clear in the accounts.

We are not authorised to impart investment or pensions advice and therefore do not give investment or pension advice, we shall have no liability whatsoever to you in connection with investment or pension advisory matter.

Client Identification

As with other professional service firms we are required to identify our clients for the purposes of the data protection and anti-money laundering legislation, we may request from you, and retain such information and documentation we require to satisfy our legal obligations in this area.

We will also make searches of anti-money laundering and/or identification databases where appropriate. The information we retain will be held solely to comply with our legal obligations. In

accordance with the General Data Protection Regulations (GDPR) we will not share or publish this information for any purpose other than what is required to carry out the terms of our engagement unless we hold your separate written consent that we may do so unless ordered to do so by a UK court of law.

Confidentiality

Communications between us are confidential and we shall take all reasonable steps to keep it that way. The exceptions to this are where we are required to disclose information by law, by a regulatory body, or by an insurer or external peer review. Unless we are authorised by you to disclose information on your behalf this undertaking will apply during and after this engagement.

We may on occasion subcontract work on your affairs to other tax and accounting professionals. The contractors will be bound by our confidentiality terms.

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

Conflict 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 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.

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.

Your obligations to us

You have undertaken to make available to us, as and when required, all the accounting records and related financial information necessary for the completion of our assignment(s).

You will make full disclosure to us of all relevant information. The accounts need to be approved by you before we are able to issue our report to you or any regulatory body. You are responsible for ensuring that, to the best of your knowledge and belief, financial information, whether used by the business or for the accounts, is reliable.

You are also responsible for ensuring that the activities of the business are conducted honestly and that its assets are safeguarded and for establishing arrangements designed to deter fraudulent or other dishonest conduct and to detect any that occur.

You are responsible for ensuring that the business complies with the laws and regulations applicable to its activities, and for establishing arrangements designed to prevent any non-compliance with laws and regulations and to detect any that occur.

You are legally responsible for making correct returns, by the due date and for making tax payments on time. If you fail to meet any deadlines you may incur automatic penalties, surcharges and / or interest charges.

To enable us to carry out work on your behalf you agree to:

- Ensure you provide full information and documentation and that all such material provides full disclosure of all sources of income, charges, allowances and capital transactions and that the information you provide to us or that is provided to us on your behalf is complete, true and accurate, and relevant to you, your company and/or your respective affairs.
- Send us all relevant transaction information on a monthly or yearly basis either in person, by email or by post, whichever is your preferred method.
- Upon receipt, forward all copies of Inland Revenue statements of account, PAYE coding notices, notices of assessment and all other correspondence received from HM Customs and Revenue and Companies House to enable us to deal with them as necessary and within the statutory time limits. Ensure that you keep us informed of any change of address, telephone or email. Failure to do so may result in communications going astray for which we cannot be held responsible.
- Regularly check for communications from us so that you are fully aware of any changes in the services that are to be implemented.
- Agree to indemnify us in respect of any losses or damages suffered by us as a result of any misrepresentations or any dishonesty and/or fraudulent behavior on your part or that of others providing information to us on your behalf.
- Respond promptly to requests for information and/or provide authorization within the deadline suggested. You are legally responsible for completing declarations and returns to the authorities on time. Failure to respond to requests on time may result in missed deadlines and financial penalties for which we are not responsible.

Fees Payable

Fees are charged based on the time and level of expertise required , we will invoice you on either a monthly or annual basis dependant on the type of service you require.

Monthly Billing Plan

On becoming a client, payment of fees (which are charged on a “subscription” basis) are due monthly in advance. The payment method used is Direct Debit and as such all payments are covered by the Direct Debit Guarantee.

Your billing plan will be reviewed on the anniversary of your registration.

You will be notified of changes to your billing plan at least 14 days in advance of any changes taking place

Should bookkeeping not have been agreed at the onset, data entry will be charged on a transaction basis.

All monthly fees are fixed and are subject to a minimum initial period of 12 months thereafter 1 months notice will be required to terminate the service by either party, as work is carried out on throughout the year, there will be no reductions or refunds for services not utilised. Additional services may incur additional charges which will be agreed in writing or email prior to commencement.

No refunds are given if you choose to leave us part way through your financial year.

If your subscription payments fail, our services to you stop, they will only resume once payments are brought up to date.

Annual Fees

Annual fees are charged on completion of the assignment your invoice will accompany your financial statements and be must be settled on presentation of your financial reports.

You will be invoiced separately for any additional fees incurred that fall outside your agreed service levels, such as, HMRC enquiries or other ad hoc assignments, these fees will be agreed in writing with you in advance where possible. Invoices are to be paid within 14 days of the invoice date or prior to the submission of HMRC returns whichever is the sooner.

Should bookkeeping not have been agreed at the onset, data entry will be charged on a transactional basis.

Late payments of Fees

In the event you become more than 30 days in arrears, in respect of your fees, we reserve the right to suspend our service to you which includes access to the secure document area. We will only reactivate our service on payment of all the outstanding fees.

We reserve the right to charge you interest and compensation for recovery costs on all outstanding fees at the rate being applicable under the Late Payment of Commercial Debts (Interest) Act 1998. Failed Direct Debit payments will incur a penalty fee of £15 per transaction refused.

We reserve to right to hold all records and information until full payment of any arrears is made.

We regret that HMRC and Companies House returns cannot be filed until fees are settled in full.

In the event of non-payment of our fees for services rendered, we may exercise a particular right of lien over the books and records in our possession and withhold the documents until such time as payment of our invoice is received in full.

Termination of Service

Either party can terminate the supply of this service at any time providing a full 30 days written notice is given.

Should you choose to terminate the supply of this service there will be no charge applied for closing down your client files or transferring to another agent

In the event of termination we will undertake to provide all records up to the specified date of termination.

We shall only prepare and provide statutory accounts in respect of a particular financial year if you were a subscription client as at the end of such financial year.

Warranties and Limitations of Liability

We do not provide audit services, reliance is placed on the clients explanation of transactions and their value where they are not supported by independent evidence we cannot warrant the absolute accuracy of any accounts returns, computations or other documents supplied to the client or third parties on the clients behalf.

We will not be liable for losses, penalties, interest or additional tax liabilities 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.

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.

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.

All accounts, statements and reports prepared by us are for your exclusive use within your business or to meet specific statutory responsibilities, they should not be shown to any other party without our prior consent. No third party shall acquire any rights pursuant to our agreement to provide professional services.

We are not responsible for any delay or failure in carrying out our services under this agreement for reasons beyond our reasonable control including but not limited to the acts or omissions of a third party, your failure to perform your obligations, including the supply of information, your failure to act on our advice or respond promptly to communications from us or the tax authorities, government action or any other major event.

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.

Where you have not identified income or expenditure items, to avoid the HM Revenue & Customs accusing you of understating your income or expenditure, we will treat the transaction as unexplained sales or drawings, similarly for your own protection will only claim input VAT on your behalf if you have obtained a valid VAT invoice from your supplier.

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.

The entirety of this clause shall survive the termination of our agreement for whatever reason.

We do not undertake responsibility for and in respect of any matters arising from services and /or advice or information provided by a previous agent.

Reasonable Care

HM Revenue & Customs expect you to take reasonable care over your tax affairs and this requirement continues even if you have an agent acting for you, we therefore accept this appointment on the basis that you will take reasonable care to ensure that your tax affairs are properly dealt with and in particular you will;

- Provide us with all information relevant to your tax affairs when asking us to prepare and submit a return on your behalf or when seeking advice about a transaction or proposed transaction.
- Check any return we provide to you for approval carefully and advise us if you consider the return to be inaccurate in any way.

Taking care also involves keeping records which are sufficient to ensure that your tax return is correct, please ask us if you need advice on this.

Failure to take reasonable care could mean that you incur a penalty if there is a mistake on any return submitted on your behalf and will also extend the number of years HM Revenue & Customs can back date a review over your records to assess additional potential tax liabilities

Internet, Electronic Mail & Security

Unless you instruct us otherwise we may 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. Where we use external 'cloud' based portals and software we will ensure the data is protected with the highest industry standard security. You are responsible for protecting the integrity of your access login & passwords.

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. If you do not accept this risk, you should notify us in writing that email &/or internet based storage

and communications are not an appropriate means of communication. We cannot be held responsible for damage or loss caused by viruses nor for communications which are corrupted or altered after despatch.

Our website is available for general public viewing, however, we do not accept any responsibility whatsoever for loss or damage arising out of use of this website.

We undertake to at all times keep your data confidential and will be held in confidence, except as required by the law. We will not share your data for the purposes of marketing or for any purpose other than that which forms part of our lawful basis for data processing in accordance with this engagement.

The Proceeds of Crime Act 2002, the Money Laundering Regulations 2007 and the Bribery Act 2010

All accountants must comply with onerous duties imposed by the Proceeds of Crime Act 2002, the Terrorism Act 2000, the Money Laundering Regulations 2007 (the "Anti Money Laundering Legislation"), 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. Cashtrac also operates a strict anti-bribery policy in accordance with the bribery act 2010.

Before we accept your instructions, we may need to obtain 'satisfactory evidence' to confirm your identity. In certain circumstances, we may need to obtain evidence confirming the identities of third parties, the source of any funds or other property, the purpose of any instructions or any other matter. We may also need to obtain such evidence after we have begun to act on your instructions.

We assume that our clients are honest and law abiding. However, if at any time, there appear to be grounds to suspect (even if we do not actually suspect) that your instructions relate to 'criminal property', we are obliged to make a report to the National Crime Agency ("NCA"), but we 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 benefit derived from criminal activity. It does not matter who carried out the criminal activity or how removed the property is from the original crime. Even if you are honest in your dealings, if your property represents a benefit from someone else's crime, we must still make a report.

Activity is considered 'criminal' if it is a crime under UK law, no matter how trivial. For example, tax evasion is a criminal offence but an honest mistake is not. We will assume that all discrepancies are mistakes unless there is contrary evidence.

Data Protection Act 1998 & General Data Protection Regulations (GDPR) 2018

To enable us to carry out the services agreed with you and for other purposes, including updating records, returns, legal and regulatory compliance we may obtain, process and disclose personal data about you.

Under the GDPR regulations you have additional rights in relation to this data, we confirm that when processing data on your behalf we will comply with the provisions of the data Protection Act 1998 & the General Data protection regulations 2018.

For more information please refer to our published privacy policy, you also contact the Data Controller at our registered office.

Retention of Records

During our work we will collect information from you and others acting on your behalf and will return any original documents to you following preparation of your financial statements and returns. You should retain these records for a period of least seven years from the end of the accounting year to which they relate. This period can be extended if there is an enquiry into your tax affairs.

Certain documents may legally belong to you but we intend to destroy correspondence and other papers we store which are more than seven years old, unless the documents are deemed by ourselves to be of continuing significance. You must tell us if you require retention of a particular document

We may also choose to hold such documents in electronic format rather than paper format. If you require paper format to be retained you must let us know in writing.

Customer Service & Complaints

We endeavour to provide a high quality service at all times. Should you become dissatisfied with the service at any time we would encourage you to contact us to discuss this. Should you wish to make a complaint you may do so by contacting us. We undertake to deal with your complaint promptly and where possible provide a satisfactory outcome. Please address any complaints to: The Managing Director, Cashtrac Limited, 15 Westgate House, The Island, Westgate Street, Gloucester, GL1 2RU. If you are not satisfied with the outcome of your complaint you may refer your complaint on to our professionally accountancy body.

Disengagement

Should we resign or be requested to resign we will normally issue a letter of disengagement to ensure our respective responsibilities are clear.

If we have no contact from you for a period exceeding 12 months we may issue a letter to your last known address and thereafter cease to act on your behalf.

Applicable Law

Our engagement letter, the schedule of services, our standard terms and conditions and privacy policy are 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 claim, dispute or difference concerning this engagement letter and any matter arising from it. Each party irrevocably waives any right it may have 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.

Commissions & Other Benefits

In some circumstances, commissions or other benefits may become payable to us in respect of introductions to other professionals or transactions we arrange for you, in which case you will be notified of the size and nature of commissions or benefits. While we are required to account to you for commissions received, you agree that we may retain any such commissions.

Intellectual properties

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.

Client Monies

If we hold money on your behalf such money will be held in trust in a client bank account, which is segregated from our company funds. The account will be operated and all funds dealt with in accordance with the regulations put in place by our professional body The Association of Accounting Technicians.

Agreement of Terms

Once agreed, these terms will remain effective from the date of signature until it is either replaced or superseded. Our current Terms and Conditions are available on our website. Either party may vary or terminate our authority to act on your behalf at any time without penalty. Notice of termination must be given in writing with a period of notice not less than 21 days.

Interpretation

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.

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.

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 are available on request.



Registered in England under Company Number 05831093

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