



Inform
ACCOUNTING

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TERMS AND CONDITIONS

Accountancy services: terms of engagement

The following standard terms and conditions of business apply to all engagements accepted by the Practice. All work carried out is subject to these terms except where changes are expressly agreed in writing. Nothing in these terms and conditions shall affect your statutory rights.

1. Accountancy services: terms of engagement

1.1 Members in Practice of the Chartered Institute of Management Accountants ("CIMA" or "the Institute") subscribe to the promotion of high standards, ethical awareness and best practice. As part of those standards, engagement terms are issued and agreed prior to any work being undertaken.

1.2 This Proposal has been prepared following discussions with you and sets out the terms on which our services will be provided. Please read all the information carefully and contact us if you have any concerns or require clarification.

1.3 In this letter, "the Practice", "we" and "us" and "our" relate to this accountancy practice ("Inform Accountancy Limited") and "you" and "your" relate to you, the client.

2. Scope of Services

2.1 Our services will be managed by Sian Kelly, your account manager and your accounts assistant will be allocated to you in due course, and we will advise you accordingly.

3. Responsibilities

Our responsibilities are to:

3.1 observe the charter, bye-laws and regulations of CIMA. We will observe and act in accordance with the charter, bye-laws and regulations together with the code of ethics of CIMA and will accept instructions to act for you on this basis. In particular you give us authority to correct errors made by HM Revenue & Customs 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. The requirements are available on the internet [click here](#).



- 3.2 keep and maintain records of work completed and make them available to you upon request.
 - 3.3 provide regular reports on the progress of any work being completed on your behalf.
 - 3.4 raise any issues or concerns that may be found during the term of the engagement.
 - 3.5 return any information owned by you within 28 working days upon termination of the engagement and once payment for work carried out by the practice has been made in full.
 - 3.6 keep records in compliance with the data protection legislation.
- Your responsibilities as the client are to:
- 3.7 provide proof of identity. As with other professional services firms, we are required 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.
 - 3.8 ensure that records of your business activities are correct and maintained to meet the requirements of regulatory authorities.
 - 3.9 disclose all relevant information to enable us to complete the work within agreed timescales.
 - 3.10 allow full and free access to financial and other records held by yourselves or third parties on your behalf.

4. Ethical conduct

- 4.1 All CIMA management accountants work within the framework of the CIMA Code of Ethics www.cimaglobal.com. The code requires accountants to comply with the principles of integrity, objectivity, professional competence and due care, confidentiality and professional behaviour.
- 4.2 As CIMA chartered management accountants we have a duty to observe the highest standards of conduct and integrity, and to uphold the good standing and reputation of the profession.
- 4.3 The duty of a professional accountant is not exclusively to satisfy the needs of an individual client or employer. In complying with the ethical requirements of the CIMA Code of Ethics the professional accountant is obliged to act primarily within the public interest.

5. Fees and payment terms

- 5.1 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.
- 5.2 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 will be the case.
- 5.3 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.
- 5.4 It is our normal practice to request that clients make arrangements to pay a proportion of their fee on a monthly direct debit. These regular payments will be applied to fees arising from work



agreed in the letter of engagement for the current and ensuing years and to periodically adjust the monthly payment to be referenced to actual billings. It is our normal practice to ask clients to pay upon completion of the ad hoc piece of work being completed before any submission to HMRC / Companies House is made.

5.5 Our invoices are payable on presentation. 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. Unless otherwise agreed to the contrary our fees do not include the costs of any third party, counsel or other professional fees.

5.6 Within our fees may be included the costs incurred from third party software providers. Should these software costs increase, we reserve the right to increase our fees in line with the increase from the third party. We are committed to transparency, and you will be informed of any increases in advance.

5.7 It is your responsibility to discharge our fees. Where more than one person is named as our client, you will each be jointly and severally liable so that we will be entitled to seek payment of our fees in full from all or any of you. In such circumstances you are recommended to reach agreement between yourselves as to how these costs are to be shared.

5.8 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 assistance 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.

5.9 Where a third party (e.g. an insurer) is to meet your costs, we may initially seek payment from that third party. However, you will remain primarily responsible for your legal costs. If that third party is unwilling or unable to pay such costs, for whatever reason, we will seek payment from you directly.

5.10 Where as part of the services we receive any monies on your behalf, we shall be entitled to deduct our fees from those monies to settle our invoices, even if they are not presently due for payment or where no such invoices have yet been issued, to retain sufficient of those monies to settle our estimated fees.

5.11 We reserve the right to charge interest on late paid invoices at the rate of 3% above bank base rates 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.

5.12 Our fees are often based on a regular fixed monthly fee basis. Any additional work required which is not covered by the Proposal will be agreed with you and will result in a new Proposal being issued.

5.13 We reserve the right to charge a late submission or 're-work' penalty if we have not received from you all information requested, or we are required to redo work as a result of incorrect information provided by you, as set out in our service terms in our Letter of Engagement.

5.14 If you amend or cancel any direct debit instruction currently in place in relation to our services without prior written notice and agreement by us, resulting in our invoice not being paid, we reserve



the right to charge an administrative fee of £20 plus VAT to reinstate the direct debit instruction. We will collect payment via the reinstated direct debit instruction in relation to our services at the earliest opportunity.

6. Holding Client Monies

6.1 Client money is held in an account separate from the Practice. Interest will only be paid once a balance figure exceeds £2,000 to avoid disproportionate administration costs. We recommend that you also view CIMA's Clients' Money Regulations which can be found on the Institute's website at www.cimaglobal.com. Any such interest would be calculated using the prevailing rate for small deposits subject to the minimum period of notice for withdrawals. Subject to any tax legislation, interest will be paid gross.

6.2 Fees paid by you in advance for services to be performed and clearly identifiable as such (e.g. as payment on account of fees) shall not be regarded as clients' monies.

7. Retaining and Accessing Records

7.1 You have a legal responsibility to retain documents and records relevant to your financial affairs. During the course of our work we may collect information from you and others relevant to your tax and financial affairs. Documents and records relevant to your tax affairs are required by law to be retained as follows:

- a) Individuals, trustees and partnerships with trading income 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 in question;
- b) Companies, Limited liability Partnerships and other corporate entities 6 years from the end of the accounting period in question.

7.2 We operate a 'scan and shred policy', storing your files electronically and securely destroying paper documents. This policy applies automatically; you must notify us in writing of any specified documents you wish for us not to shred, or if you wish to opt out of this policy in its entirety. Any costs incurred for posting documents out to you will be added to your invoice.

7.3 Whilst certain documents may legally belong to you, we may destroy correspondence and other papers that we store, electronically or otherwise, which have been held for the statutory minimum period, and are no longer required. You must tell us if you require the return or retention of any specific documents for any longer period.

7.4 You agree that any work completed and work in progress for which payment is outstanding will be held by us until all fees relating to it have been paid in full.

8. Confidentiality and conflicts

8.1 Notwithstanding the provisions of clause 8.2, we agree never to share information relating to your business with any third party without prior consent, unless required to do so by law or to comply with regulations or quality control reviews. Likewise, you agree not to use, copy or allow use of the output of the work we do for you with a third party without our prior permission in writing.

8.2 We will share your personal data with third parties where we are required by law, where it is necessary to administer the relationship between us, or where we have another legitimate interest



in doing so. This may include sharing your personal data with a regulator or to otherwise comply with the law.

“Third parties” includes third-party service providers. The following activities are carried out by third-party service providers: IT (and cloud) services, professional advisory services, administration services, marketing services and banking services. We only permit our third-party service providers to process your personal data for specified purposes and in accordance with our instructions.

8.3 We shall maintain commercially reasonable and appropriate security measures, including administrative, physical and technical safeguards, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to personal data.

8.4 Our [privacy policy](#) explains how we use any personal information we collect about you when you use our services.

8.5 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. 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.

8.6 We may communicate with you electronically and you accept the risks associated with such communications, except anything arising through our negligence or wilful default.

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

8.8 We may, on occasions, subcontract work on your affairs to other tax or accounting professionals. The subcontractors will be bound by our client confidentiality terms.

9. Legislation and compliance

9.1 We are obliged by law and by CIMA to undertake checks to ensure, insofar as we can, that you and your business are operating lawfully. By agreeing to our terms of engagement you accept that we are authorised to complete such checks as necessary.

9.2 Under Money Laundering Regulations it is a criminal offence if we do not report suspicious transactions to the relevant authorities or if we inform a client that a report has been made against them.

9.3 Whilst it is your responsibility to ensure compliance with all requirements in relation to your legal obligations to register for VAT (or equivalent tax) within the United Kingdom or foreign jurisdictions, where we have notified you of your legal obligations to register, it shall remain your responsibility to ensure compliance with all such registration requirements. We shall not be liable to you for any failure to so register.

10. Other services and reliance upon advice

10.1 We will be pleased to assist you generally in tax matters if you advise us in good time of any proposed transactions and request advice. We would, however, warn you that because tax rules change frequently you must ask us to review any advice already given if a transaction is delayed, or if an apparently similar transaction is to be undertaken.



10.2 It is our policy to confirm in writing advice upon which you may wish to rely. 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 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.

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

10.4 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.

10.5 As part of our service offering, you may engage with us to make supplier payments, or payments to your staff in line with payroll on your behalf. Where the provision of such services have been requested, we will not process any payment without written confirmation from you. We shall not be liable for any failed payments as a result of a computer or other technological error, issue on the account (for example due to lack of funds), or charges (fees, fines or penalties) incurred for late payment. We require at least 1 days' notice to process any payment.

11. Liability

11.1 As chartered management accountants, we have a duty of care to you and we must observe the highest standards of conduct and integrity. Our services to you will only be completed by an accountant fully competent to perform such work and who holds current professional indemnity Insurance.

11.2 Where any loss or damage occurs as the result of you providing misleading, incomplete or false information no liability will be accepted.

11.3 You have agreed that you will not bring any claim in connection with services we provide to you against any of our partners, members or employees personally.

11.4 The advice we give you is not to be used by a third party without our prior written consent. The Practice also accepts no legal responsibility from third party use (whether authorised or not) of the financial information provided by us. A party to the Proposal 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.

11.5 No document or statement which refers to our name may be circulated to third parties without our prior written approval.

11.6 To the extent permitted by law, we shall not be liable for any indirect or consequential loss or damage whatever (including without limitation loss of business, opportunity, data, profits) arising out of or in connection with the use of any materials and/or software packages made available and used by you during the engagement, or thereafter should you be permitted to use such materials and/or software packages.

11.7 Where the Proposal specifies an aggregate limit of liability, then that sum shall be the maximum aggregate liability of this LLP, its members, agents and employees to all persons to whom the Proposal is addressed and also any other person that we have agreed with you may rely on our work. By accepting the Proposal you agree that you have given proper consideration to this limit and accept that it is reasonable in all the circumstances. If you do not wish to accept it you should contact us to discuss it before accepting the Proposal.



11.8 We shall have no liability to you under the Proposal if we are delayed in, or prevented from performing our obligations or from carrying on our business by acts, events, omissions or accidents beyond our reasonable control, including epidemic, pandemic, strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of terror, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

12. Complaints and disputes

We want you to be entirely satisfied with the services provided to you. If, however, you are not, please refer to the Complaints Procedure at Annex 1 of these terms. Any disputes arising from our engagement by you will, subject to the procedure at Annex 1, be governed by English law.

13. Continuity Arrangement

In the event that we become unable to provide the services agreed, a continuity arrangement has been made. The purpose of this agreement is to look after your interests by providing continuity of services. You will be contacted in the event of such circumstances arising and you will have the option to decline to be covered by these arrangements.

14. Period of engagement and termination

14.1 Unless otherwise agreed in Proposal, our work will begin when we receive implicit or explicit acceptance of the Proposal. Except as stated therein we will not be responsible for periods before that date. If, however, we do continue to act on your behalf, you will be deemed to have accepted the terms of this letter and our terms and conditions and will be bound by them.

14.2 Subject as herein provided at 14.4 below, you or we may terminate our engagement by giving 28 days written notice 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 you or us prior to the termination. In the event of termination of our 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.

14.3 Any notice given to us by you under or in connection with the clause 14.2 shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at our registered office; or sent by email to the most recent address we have on our records.

Any notice shall be deemed to have been received:

- (i) if delivered by hand, at the time the notice is left at the proper address;
- (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting; or



(iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 14.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

14.4 Notwithstanding the provisions of clause 14.2, you may only serve notice upon us once 12 monthly fees have been received in respect of any Proposal. If you have chosen to disengage with us, and wish for us not to complete the contracted work, no refund shall be given where we are reasonably able to complete the contracted work. All documents and information provided by you will be returned to you within 28 working days of receipt of the notice provided that all outstanding fees have been paid.

14.5 All proposals will be presumed to continue upon the contract renewal date unless otherwise agreed or we receive a receipt of notice within 28 days prior to the contract end date.

14.6 Should we resign or be requested to resign a disengagement letter will be issued to ensure that our respective responsibilities are clear.

14.7 Should we have no contact with you for a period of 3 months or more we may issue a disengagement letter and hence cease to act.

14.8 Where a disengagement notice has been issued to you by us, should we not receive a response within 21 days of notice, we shall deem this as acceptance of our disengagement.

14.9 Please allow at least 4 weeks prior to the day of collection before amending or cancelling any direct debit instruction currently in place in relation to our services, and notify us accordingly. This is to ensure any outstanding fees, if applicable, are collected by the payment method agreed at the relevant time.

15. Data Protection and Communications

15.1 We confirm that we will comply with the provisions of the Data Protection Act 1998 together with successor legislation incorporating GDPR and the Data Protection Act 2018 as effective from 25th May 2018 when handling your personal data. In order to carry out the contracted services under our Proposal and for related purposes such as; our legitimate interests, namely updating and enhancing our client records, and analysis for management and statutory accounts purposes; and our legal and regulatory compliance obligations for crime prevention, we may obtain, process, use and disclose personal data about you. For more information about how we collect, process and store personal data, including the types of data we process, please refer to our privacy policy which can be accessed [here](#). By signing your Proposal, you are agreeing to these terms and conditions, including the acceptance of our privacy policy.

15.2 Unless you instruct us otherwise, we may, where appropriate, 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.

15.3 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 which 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 bear 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 paper mail, other than where electronic submission is mandatory. Any communication by us with you sent through the post is deemed to arrive at your postal address two working days after the day of despatch.

16. Intellectual Property

16.1 We retain all copyright in any document prepared by us during the course of carrying out the engagement save where the law specifically provides otherwise.

16.1 All copyright, trademarks and all other intellectual property rights in materials and software packages made available to you and their content (including without limitation the text, graphics and all software and source codes connected with the provision of services to you pursuant to the engagement) are owned by or licensed to us or otherwise used by us as permitted by law.

17. Registered Office

17.1 Where your company is incorporated in England and Wales, and included under the listed services in our proposal with you, our office address may be used for your company's registered office as listed on Companies House.

17.2 We will forward correspondence received from Companies House, HMRC, or other Government departments and clearly marked legal papers relating to the services we have agreed to provide only, and these will be forwarded to the most recent address we have on record for you. We will not forward other communications.

17.3 Where possible communications will be scanned and sent to you electronically. Where correspondence is sent by us via mail, it is deemed to have arrived at your place of trade, or contact address provided to us, two working days from the date of posting. It is your responsibility to ensure that you update us should any of your contact details change, and to maintain a registered trading address for your limited company that other communications can be sent to.

17.4 This is not a full postal service. Whilst every effort will be made to ensure a reliable service, Inform Accounting Ltd holds no liability for any losses incurred by you in the event of a systems failure or should post forwarded by us not reach you.

17.5 On termination of your contract with us, it is your responsibility to notify Companies House of a change of registered office. Any correspondence received after the effective date of termination will not be forwarded to you, and we accept no liability for any losses that you may incur.

18. Commissions and Other Benefits

18. In some circumstances, commissions or other benefits may become payable to us in respect of transactions we arrange for you. We will disclose to you at the time of the referral any referral fees or



commission arrangements that may be paid to, or received from, another professional accountant or third party for recommending services or products. These arrangements will also apply in their entirety where the payment is made to or transactions are arranged by a person or business connected with ours.



ANNEX - 1 Complaints Procedure

1. Purpose

1.1 We Inform Accounting are committed to upholding best practice through a high quality service to all our clients. This Annex sets out the procedure we will operate in dealing with complaints arising from the provision of services under our letter of engagement.

2. Raising an Issue

2.1 In the first instance please contact Sian Kelly, sian.kelly@informaccounting.co.uk (or by telephone on 0121 667 3882) to discuss any concerns you have, so that the matter can be looked into immediately.

3. Making an Informal Complaint

3.1 An informal complaint can be made by telephone, or by speaking, face to face or in writing to Sian Kelly, sian.kelly@informaccounting.co.uk, 0121 667 3882. If the matter is not resolved at this stage, and you have not already issued a complaint in writing, you should do so. Please include specific details so that the matter can be thoroughly investigated.

4. Making a Formal Complaint

4.1 Upon receipt of your written formal complaint an acknowledgement will be sent to you within 5 working days. The name and contact details of the person who will be dealing with your case will be supplied to you at this point.

4.2 Within 10 working days from receipt of your written complaint you will receive in writing a summary of our understanding of your complaint. You will be asked at this time to provide any further evidence or information regarding the complaint and to confirm that we have understood all your concerns.

4.3 Following such confirmation, we will investigate the matter and write to you in reply within a further 10 working days unless it becomes apparent to us that the investigation may not be completed within this timescale. In these circumstances, a written explanation will be sent to you including a progress report. When a substantive reply is sent to you, a summary of findings will be included along with details of any further action to be taken.

5. If you are not satisfied

5.1 For service related matters involving a CIMA member in practice in the UK, you may wish to know that CIMA offers an independent Alternative Dispute Resolution (ADR) facility for members of the public.

5.2 If in the context of your dealings with us or the handling of your complaint, you believe that a member of CIMA has been guilty of misconduct, you may lodge a complaint with the Professional Conduct department of the Institute.

5.3 Further information on ADR or making a complaint about alleged misconduct can be found on the CIMA website at www.cimaglobal.com.