

## Terms & Conditions:

If you need further information or clarification on the below, please contact us and we'll be happy to help. The below Terms & Conditions may be changed, if they are, we will notify you by email.

### 1. Agreement

1.0.1. You are appointing A&Z Accountancy Ltd as your accountants, to represent you in all matters related to your selected services and your dealings with HMRC. This agreement is made between both parties. This agreement can only be amended or modified by a written agreement signed by both parties.

### 2. Confidentiality

2.0.1. We take the confidentiality of our client's information very seriously. All accounts, statements and reports prepared by us are for your exclusive use within your business or to meet specific statutory responsibilities. They will not be shown to any third party without your prior consent.

2.0.2. You may appoint someone else to speak to us on your behalf such as your spouse. However, we would require your consent in writing. Please contact us for further details.

2.0.3. For the purposes of the Data Protection Act 1998, the Data Controller in relation to personal data supplied about you is Aamna Ahmed (Aamna@AZAccountancyLtd.co.uk).

### 3. Agreement of Terms and Cancellation

3.0.1. This agreement will remain effective from the date we receive your completed registration form or email confirmation. 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 or via email. No monthly payments will be refunded to you at any time and cannot be transferred, regardless of whether you have used our services or not, or if your year-end procedure has been performed or not.

3.0.2. If an indemnity claim is made against direct debit payments that were due to be paid, then this amount will be payable to us immediately along with a £30 charge to cover the cost of the indemnity claim to us from our direct debit agency.

3.0.3 We are general accountants and not specialist tax advisors. We are able to cater for the vast majority of accounts/tax requirements a small business may have. Where we do not have the relevant skills/expertise we will always endeavor to consult with affiliates for assistance. However, there are instances where a specialist is required. For example, if your business requires services such as EIS/SEIS form completion, R&D tax repayments or TOMS advice we may have to refer you to a specialist who can help. Such specialists may charge a fee for these services.

### 4. Payments

4.0.1. Once registered for the service we will issue an invoice for your current financial year. Direct debit payments will be collected on a monthly basis that will reduce the amount of that invoice.

4.0.2. If paying by direct debit, please note that A & Z Accountancy Ltd has appointed the BA CS Approved Direct Debit Bureau, Access PaySuite Limited ([www.accesspaysuite.com](http://www.accesspaysuite.com)), to collect your payments. Access PaySuite will be shown on your bank statement for these direct debit payments.

4.0.3. If you register with us and we find that there are outstanding periods due, then we will contact you straight away for your instruction on whether or not you would like us to give you a quotation for the work involved.

4.0.4. From time to time, we will increase fees to keep up with inflation or increasing costs. We will notify you of any fee increases at least 7 days in advance.

4.0.5 Your quotation is based on the information you have provided to us about you and your business. If your business circumstances change then we may adjust our fees to align with these changes. For example, if your business received a quotation based on a turnover bracket and this increases or decreases then the fees will be adjusted to suit. Similarly, if you engage us for payroll and add more employees than we have quoted you for then the fee will adjust with these changes. For a breakdown of how our fees are calculated please request a pricing guide from us.

### 5. Late Payments/defaults

5.0.1. For outstanding balances overdue by more than 90 days we reserve the right to charge an administration cost of 5% of the total amount due, increasing to 8% if the amount is overdue by 180 days. If we receive correspondence from you as an attempt to resolve the issue, we will discuss what can be done to resolve the situation.

5.0.2. For sole traders and partnerships, the responsibility for any outstanding balances owed to us is of the business owners. For limited companies it is the ultimate responsibility of the director that signed the registration form.

## **6. Authorisation**

6.0.1. Once we have received your registration form, we will request that an authorisation code is posted to you from HMRC. Please forward any codes received from HMRC to us as soon as possible to avoid any unnecessary delays with your work.

6.0.2. Once you are registered with us we will perform an identity check to conform to Anti-Money Laundering regulations. This offered free incorporation of your company and were to cancel our services within 12 months then the full price of the free incorporation will become payable.

## **8. Your Responsibility for the Preparation of Financial Statements**

8.0.1. You have undertaken to make available to us, as and when required, all the accounting records and related financial information necessary for the compilation of your accounts. You agree to make full disclosure to us of all relevant information. The accounts will be approved by you before we submit any accounts or returns to HMRC or Companies House.

8.0.2. 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.

8.0.3. 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.

8.0.4. If you used a professional before joining us as a client then it is important that you provide their contact details to us so that we can request vital information from them. If we cannot acquire the information we need to start work for you then we may charge you an additional fee for the time spent to piece together your previous financials.

## **9. Our Responsibilities for the Preparation of Financial Statements**

9.0.1. We will compile your annual accounts based on the accounting records and the information and explanations given to us by you. We shall prepare accounts to be approved by you before any returns are submitted.

9.0.2. We will 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.

9.0.3. We will act diligently to produce financial statements which accurately reflect the information supplied by you regarding your business affairs, but will not be responsible for errors arising from incorrect information supplied by you.

9.0.4. Any liability resulting from errors in the preparation of accounts, tax returns or any other work carried out is limited to the fee we charge for completing that work.

9.0.5. We have a professional duty to compile accounts which conform to generally accepted accounting principles.

9.0.6. If you require us to complete additional work which is outside of the services included in your chosen package then we would charge an additional fee appropriate to the work involved, and will be agreed by both parties prior to any work being undertaken.

9.0.7. If we have any records belonging to you after your year-end procedures have been completed then we will return them to you via recorded delivery. If we have retained any records on your instruction then they will be automatically destroyed after 7 years.

9.0.8. A&Z Accountancy has a legal obligation to adhere to all civil and criminal legislation currently in force.

9.0.9. We will provide our professional services with reasonable care and skill and will always make every effort to ensure you meet the relevant deadlines. However, we will not be responsible for any losses, penalties, surcharges, interest or additional tax liabilities due to HMRC, Companies House or any other organisation under any circumstances. We will however, take individual circumstances into consideration and may make a contribution to penalties at the discretion of the management.

## **10. Accounts/returns**

10.0.1. We will be able to act on your behalf for all of your businesses accounting and taxation affairs from the date that we receive your registration form.

10.0.2. We will prepare the accounts and tax return based on the records and other information and explanations provided by you.

10.0.3. Your approval will be required before we submit any accounts or returns to Companies House or HMRC.

10.0.4. We will advise you as to the amounts of tax to be paid and the dates by which you should make the payments.

10.0.5. If after we complete your accounts/tax return you should request amendments to be made to the work already completed, then a quotation will be given to you for the additional work involved. We will deal with HMRC regarding any amendments required to your return and prepare any amended returns which may be required.

10.0.6. Any overpayment that arises will be paid into our client account from HMRC and transferred to your bank account the same working day through faster payment.

10.0.7. We will undertake all correspondence with HMRC on your behalf unless instructed otherwise by you.

10.0.8. It is important that you send your records to us in good time before any deadlines. We will send out reminders from the date of your financial year end so that you know that we require your records.

10.0.9. HMRC investigate a proportion of the tax returns submitted each year. Businesses are selected either at random or because submitted figures look incorrect. As long as your service with us remains active we will represent you during an investigation at no additional charge.

10.1.0. You agree that we can approach such third parties as may be appropriate for information that we consider necessary to deal with your affairs.

### **11. VAT Returns (if applicable)**

11.0.1. We will be able to act on your behalf for all of your businesses VAT affairs from the date your registration form is received by us.

11.0.2. We will send the VAT return to you for your approval before it is submitted to HMRC.

11.0.3. We will advise you as to amounts of VAT to be paid (or repaid to you) and the dates by which you should make any payments.

11.0.4. We will undertake all correspondence with HMRC on your behalf unless instructed to do otherwise by you.

12.0.5. Please ensure all supplies made by the business are shown in the records made available to us. It should be understood that our appointment as your agent does not absolve your business from its statutory responsibilities. We would draw your attention to the strict rules and time limits for the submission of such returns and the substantial penalties which may arise if these are not observed. It is therefore essential that we receive full information from you promptly to enable us to ensure that the returns are made on a timely basis.

### **12. Payroll (if applicable)**

12.0.1. To process your payroll we will require certain information from you. This includes:

12.0.2. Notification within two weeks of any employee who is ill for four or more calendar days, including weekends, bank holidays etc. This will enable us to operate statutory sick pay for you.

12.0.3. Notification of any employee who becomes pregnant. This will enable us to operate statutory maternity pay.

12.0.4. Details of any money or benefits made available to employees by you or by a third party through you.

12.0.5. Hours worked, rates of pay, bonuses etc.

12.0.6. Notification of employees engaged by you or leaving your employment.

12.0.7. Details of holiday pay paid to employees.

12.0.8. Any notice of coding received by you (although we should receive a copy)

12.0.9. If any casual labour is taken on, you are required to operate P46 procedures. Completed P46 forms should be supplied to us for processing. Please contact us if you would like us to explain this process.

12.1.0. RTI returns must be received by HMRC on the day that you pay employees so it is very important that we receive your payroll records on time.

12.1.1. It should be understood that our appointment as your agent does not absolve your business from its statutory responsibilities. We would draw your attention to the strict rules and time limits for the submission of such returns and the substantial penalties which may arise if these are not observed. It is therefore essential that we receive full information from you promptly to enable us to ensure that the returns are made on a timely basis.

### **13. Bookkeeping (if applicable)**

14.0.1. If you appoint us to complete bookkeeping on your behalf, we will input your business transactions into a system that best suits your business. We will require all business documentation needed to complete the bookkeeping including sales invoices, purchase invoices, expense receipts, bank statements, paying in/cheque books and credit card statements (if applicable).

13.0.2. We will keep your paperwork until your year-end procedures have been completed, unless otherwise instructed by you. Once we have finished with your records we will return them to you via recorded delivery.

13.0.3. If you complete your own bookkeeping then we would expect to receive records in a reconciled state (if a double entry system is appropriate). We will take samples to check that the bookkeeping has been completed properly. We will bring to your attention anything that does not seem correct and will await your instructions on how to proceed before continuing with your work. If you would like us to correct any bookkeeping errors we will produce a quotation for you to agree upon before any work is carried out.

13.0.4. If after we complete your bookkeeping, you request amendments to be made to the work already completed, then a quotation will be given to you for the additional work involved.

13.0.5. When we quote a price for bookkeeping, it is based upon your estimations of the amount of monthly business transactions you have. Sometimes we find that the amount of transactions is more or less than initially estimated. In this instance we would increase/reduce the monthly fee to reflect the true amount of transactions. We always give at least 10 days' notice prior to any changes to the bookkeeping fee.

13.0.6. If bookkeeping involves currency conversions then we must charge an additional 20p per transaction to cover the extra time that this will take

#### **14. Contractors and IR35 (if applicable):**

14.0.1. If some or all of your business relates to contracting then you should consider your risk to IR35. IR35 is legislation that aims to prevent contractors benefiting from tax advantages over that of an employee acting in a similar capacity. It is your responsibility to assess your risk to IR35 although we are happy to provide guidance and material that will help you decide whether you are likely to be inside or outside of the legislation.

#### **15. Fair Usage policy:**

15.0.1. We reserve the right to increase our fees for clients who use our service 'excessively' to ensure that the business relationship remains profitable. This policy would mainly be enforced for clients who consume the time of our accountants with unnecessary requests, an 'unreasonable' amount of questions, or queries that are not related to accountancy or the services we offer. We are aware that new clients will require more help and advice when they first register with us or if they are new to business and we do take this into consideration.

15.0.2. If we consider a client to be in breach of this policy we will notify them in writing to give a choice of either an increased fee or a reduction in their demands on the time of our accountants.

15.0.3. The unlimited help and advice included within your chosen package relates to the services you have appointed us to complete. For specialist advice or advice relating to topics outside of your selected services, we would seek to charge a reasonable fee that would be relative to the work involved and will be agreed upon by both parties prior to any work being undertaken.