



## Terms and conditions in respect of work carried out

These terms and conditions should be read alongside the privacy notice.

### 1 Introduction

- 1.1 These terms and conditions set out the general terms under which we undertake our business. The specific conditions relating to particular assignments will be covered in separate letters of engagement.

### 2 Client identification and verification

- 2.1 As with other professional services firms, we are required to identify and verify our clients for the purposes of the UK Anti-Money Laundering legislation. Save for exceptional circumstances, we cannot start work until this requirement has been met. We may request from you, and retain, such information and documentation as we require for these purposes and/or make searches of appropriate databases including ID verification software. The searches we perform will leave a footprint on the individual's credit file as an 'identity search' showing that an AML search has taken place.
- 2.2 If we are not able to obtain satisfactory evidence of your identity and where applicable that of the beneficial owners, we will not be able to proceed with the engagement.
- 2.3 You acknowledge that we are required to report directly to National Crime Agency without prior reference to you or your representatives if during the course of undertaking any assignment the person undertaking the role of Money Laundering Reporting Officer becomes suspicious of money laundering.
- 2.4 Copies of such records created as part of the client due diligence process, including any non-engagement documents relating to the client relationship and ongoing monitoring of it, will be retained by us for a period of five years after we cease to act for the business unless we are required to retain them under statutory obligation, or to retain them for legal proceedings, or you consented to the retention in which case the records will be retained for not more than ten years.
- 2.5 Any personal data received from you to comply with our obligations under The Money Laundering, Terrorist Financing and Transfer for Funds (Information on the Payer) Regulations 2017 (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 enactment other than the MLR 2017, or we have obtained the consent of the data subject to the proposed use of the data.
- 2.6 If you are undertaking business that requires you to be supervised by an appropriate supervisory authority to follow anti-money laundering regulations, including if you accept or make high value cash payments of €10,000 or more (or equivalent in any currency) in exchange for goods, you must inform us.



### **3 Professional body rules**

- 3.1 We will observe and act in accordance with the bye-laws, regulations and ethical guidelines of the Association of Chartered Certified Accountants (ACCA) including Professional Conduct in Relation to Taxation and will accept instructions to act for you on this basis.
- 3.2 You are responsible for bringing to our attention any errors, omissions or inaccuracies in your returns that you become aware of after the returns have been submitted, in order that we may assist you to make a voluntary disclosure.
- 3.3 In particular, you give us the authority to correct errors made by HMRC where we become aware of them. In addition, we will not undertake tax planning that breaches Profession Conduct in Relation to Taxation. We will therefore comply with the general anti-abuse rule and the targeted anti-avoidance rule. We will not be liable for any loss, damage or cost arising from our compliance with statutory or regulatory obligations. You can see copies of these requirements at our offices. The requirements are also available online at [bit.ly/ACCA-rules-standards](https://bit.ly/ACCA-rules-standards).
- 3.4 The implications of professional body membership as it relates to GDPR are set out in the privacy notice, which should be read alongside these standard terms and conditions of business.

### **4 Fees and payment terms**

- 4.1 Our fees may depend not only upon the time spent on your affairs by the principals and our staff but also on the levels of skill and responsibility, and the importance and value of the advice we provide, as well as the level of risk. A full list of the time spent and the charge out rates used is available on request.
- 4.2 If it is necessary to carry out work outside the responsibilities outlined in the letter of engagement it will involve additional fees. Accordingly, we would like to point out that it is in your interest to ensure that your records are completed to the agreed stage.
- 4.3 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 that will be the case.
- 4.4 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.
- 4.5 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 insurance 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.
- 4.6 In the case of a dispute over the level of fees charged we reserve the right to require that the matter is dealt with through arbitration. We recommend that arbitration is undertaken by the fee arbitration service provided by ACCA for members. The fee arbitrator will be appointed by the ACCA president; the fee will be as negotiated with the ACCA arbitrator.
- 4.7 We will bill periodically (monthly/quarterly or annually as applicable) and our fee requests are due for payment within 30 days of issue. Our fees are exclusive of VAT, which will be added where it is chargeable.
- 4.8 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.



- 4.9 Unless otherwise agreed to the contrary, our fees do not include the costs of third party, counsel or other professional fees. If these fees are incurred to fulfil our engagement, such necessary additional charges may be payable by you.
- 4.10 Where this contract exists between us and a purchaser in the course of a business, we reserve the right to charge interest on late-paid invoices at the rate of 8% above the Bank of England base rate under the Late Payment of Commercial Debts (Interest) Act 1998.
- 4.11 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.
- 4.12 If a client company, trust or other entity is unable to or unwilling to settle our fees, we reserve the right to seek payment from the individual (or parent company) giving us instructions on behalf of the client, and we shall be entitled to enforce any sums due against the group company or individual nominated to act for you.
- 4.13 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.
- 4.14 It is our normal practice to issue applications for payment when dealing with continuous or recurring work. The payment terms for applications for payment are the same as for invoiced fees. A VAT invoice will be issued to you upon receipt of your payment.
- 4.15 On termination of the engagement, you may appoint a new adviser. Where a new adviser requests profession clearance and handover information, we reserve the right to charge you a reasonable fee for the provision of handover information.

## **5 Client money**

- 5.1 We may, from time to time, hold money on your behalf. Such money will be held in trust in a client bank account, which is segregated from the firm's funds. The account will be operated, and all funds dealt with, in accordance with ACCA client money rules.
- 5.2 To avoid excessive administration, interest will only be paid to you if the amount earned on the balances held on your behalf in any calendar year exceeds £500. Any such interest would be calculated using the prevailing rate applied by our bank for small deposits subject to the minimum period of notice for withdrawals. Subject to any tax legislation, interest will be paid gross.
- 5.3 If the total sum of money held on your behalf is enough to give rise to a significant amount of interest or is likely to do so, we will put the money in a designated interest-bearing client bank account and pay the interest to you. Subject to any tax legislation, interest will be paid gross.
- 5.4 We will promptly return monies held on your behalf as soon as there is no longer any reason to retain those funds. If any funds remain in our account that are unclaimed, and the client to which they relate has remained untraced for five years, or we as a firm cease to practice, we may pay those monies to a registered charity.
- 5.5 Fees paid by you in advance for professional work to be performed and clearly identifiable as such shall not be regarded as clients' monies.

## **6 Quality control**

- 6.1 As part of our ongoing commitment to providing a quality service, some of our files may be subject to an independent regulatory or quality review. These reviewers are highly experienced professionals and, of course, are bound by the same requirements for confidentiality as our partners and staff.
- 6.2 When dealing with HMRC on your behalf we are required to be honest and to take reasonable care to ensure that your returns are correct. To enable us to do this, you are required to be



honest with us and to provide us with all necessary information in a timely manner. For more information about 'Your Charter' for your dealings with HMRC, visit <https://www.gov.uk/government/publications/hmrc-charter>. To the best of our abilities, we will ensure that HMRC meet their side of the Charter in their dealings with you.

## **7 Internal disputes within a client**

- 7.1 In the event of a dispute between the parties who own or are in some way involved in the ownership and management of the business, it should be noted that our client is the business and we would not provide information or services to one party without the express knowledge and permission of all parties. Unless otherwise agreed by all parties, we will continue to supply information to the normal place of business for the attention of the director(s) / partner(s) / sole proprietor(s). If conflicting advice, information or instructions are received from different directors/principles in the business, we will refer the matter back to the board of directors/the partnership/the LLP and take no further action until the board/partnership/LLP has agreed the action to be taken.

## **8 Investment advice (including insurance mediation services)**

- 8.1 Investment business is regulated under the Financial Services and Markets Act 2000.
- 8.2 If, during the provision of professional services to you, you need advice on investments, including insurances, we may have to refer you to someone who is authorised by the Financial Conduct Authority or licensed by a designated professional body as we are not authorised to give such advice.

## **9 Commissions or other benefits**

- 9.1 In some circumstances, we may receive commissions and/or other benefits for introductions to other professionals or in respect of transactions which we arrange for you. Where this happens, we will notify you in writing of the amount and terms of payment and receipt of any such commissions or benefits. The same will apply where the payment is made to or the transactions are arranged by a person or business connected with ours.

## **10 Agency Fees**

- 10.1 No agency fees will be incurred by you in connection with the provision of The MGroup's services. However, should a member of our staff subsequently become an employee of your business within six months of leaving their employment with The MGroup, agency fees equating to 25% of their salary will be due to The MGroup. This fee will become payable within 30 days of the employee commencing their new tenure with you.

## **11 Retention of records**

- 11.1 You have a legal responsibility to retain documents and records relevant to your tax affairs. During the course of our work, we will collect information from you and others relevant to your tax affairs. We will return any original documents to you, if requested.
- 11.2 When we cease to act for you, we will seek to agree the position on access to cloud-accounting records to ensure continuity of service. This may require you to enter direct engagement with the software providers and pay for that service separately.
- 11.3 Documents and records relevant to your tax affairs are required by law to be retained as follows:

Individuals, trustees and partnerships

- with trading or rental income: 5 years and 10 months after the end of the tax year;



- otherwise: 22 months after the end of the tax year.

Companies, LLP's and other corporate entities

- 6 years from the end of the accounting period.

These periods may be extended if HM Revenue and Customs enquires into your tax return.

- 11.4 While certain documents may legally belong to you, we may destroy correspondence and other papers that we store, electronically or otherwise, which are more than seven years old, except documents we think may be of continuing significance. This includes your documents if they have not been reclaimed by you within the seven-year period.
- 11.5 You must tell us if you require the return of any specific document or their retention for a longer period.
- 11.6 You should retain documents that are sent to you by us as set out in the privacy notice, which should be read alongside these terms and conditions.

## **12 Notification**

- 12.1 We shall not be treated as having notice of information provided to members within our network firms other than those engaged on the specific assignment (for example, information provided in connection with audit, accounting, taxation and other services).

## **13 Timing of our services**

- 13.1 If you provide us with all information and explanations on a timely basis in accordance with our requirements, we will plan to undertake the work within a reasonable period of time to meet any regulatory deadlines. However, failure to complete our services before any such regulatory deadline would not, of itself, mean that we are liable for any penalty or additional costs arising.

## **14 Confidentiality**

- 14.1 Communication between us is confidential. We shall take all reasonable steps not to disclose your information except where we are required to and as set out in our privacy notice. Unless we are authorised by you to disclose information on your behalf, this undertaking will apply during and after this engagement.
- 14.2 We confirm that where you give us confidential information we shall at all times keep it confidential, except as required by law or as provided for in regulatory, ethical or other professional statements relevant to our engagement.
- 14.3 You agree that, if we act for other clients who are or who become your competitors, to comply with our duty of confidentiality it will be sufficient for us to take steps as we think appropriate to preserve the confidentiality of information given to us by you, both during and after termination of this engagement. These may include taking the same or similar steps as we take in respect of the confidentiality of our own information. Safeguards may include measures such as separate teams, physical separation of teams, and separate arrangements for storage of, and access to, information.
- 14.4 You agree that the effective implementation of such steps or safeguards as described above will provide adequate measures to avoid any real risk of confidentiality being impaired.
- 14.5 We may, on occasion, subcontract work on your affairs to other tax or accounting professionals. The subcontractors will be bound by our client confidentiality and security terms.
- 14.6 We will inform you of the proposed use of a subcontractor before they commence work, except where your data will not be transferred out of our systems and the subcontractor is bound by confidentiality terms equivalent to an employee.



- 14.7 If we use external or cloud-based systems, we will ensure confidentiality of your information is maintained.
- 14.8 You acknowledge that we will act in accordance with the privacy notice we have supplied to you.

## **15 Complaints**

- 15.1 We are committed to providing you with a high quality of service that is both efficient and effective. If you would like to discuss with us how our service could be improved or if you are dissatisfied with the service that you are receiving please let us know by contacting the partner dealing with your affairs or John-Paul Cleaver.
- 15.2 Should there be any cause for complaint in relation to any aspect of our service, please contact Christopher Denton. Where your complaint relates to that person, you should instead please contact John-Paul Cleaver. We agree to look into any complaint carefully and promptly and do everything reasonable to try and resolve it.
- 15.3 If we do not answer your complaint to your satisfaction, you may take up the matter with the Association of Chartered Certified Accountants. This should be done promptly and, in any event, no later than 6 months after exhausting our procedures.

## **16 Electronic and other communication**

- 16.1 As instructed, we will communicate with you and with any third parties you instruct us to as set out in our covering letter and privacy notice via email or other electronic means. The recipient is responsible for virus-checking emails and attachments.
- 16.2 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 that 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. If you do not accept this risk, you should notify us in writing that electronic communications are not an acceptable means of communication. We will communicate by hard copy, other than where electronic submission is mandatory.
- 16.3 We will never change our bank details without confirming this with you directly. Any emailed or telephone communications appearing to be from us which are not confirmed by phone are fake and we accept no liability for any loss caused to you through accepting such communications as genuine. Similarly, always give us by hand or by post details of your bank account directly.
- 16.4 Any communication by us with you sent through the post is deemed to arrive at your postal address two working days after the day that the document was sent.
- 16.5 When accessing information held electronically by HMRC, we may have access to more information than we need and will only access records reasonably required to carry out the contract.
- 16.6 You are required to keep us up to date with accurate contact details at all times. This is important to ensure that communications and papers are not sent to the incorrect address.

## **17 Applicable law**

- 17.1 Our engagement letter, the schedule of services and our standard terms and conditions of business are governed by, and construed in accordance with, the law and practice in England and Wales. Each party agrees that the Courts of England & Wales 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 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.

- 17.2 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 in your circumstances. 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.

## **18 Data Protection Act**

- 18.1 In this clause 18, the following definitions shall apply:

'client personal data' means any personal data provided to us by you, or on your behalf, for the purpose of providing our services to you, pursuant to our engagement letter with you;

'data protection legislation' means all applicable privacy and data protection legislation and regulations including PECR, the UK GDPR and any other applicable national laws, regulations and secondary legislation in the UK relating to the processing of personal data and the privacy of electronic communications, as amended, replaced or updated from time to time;

'controller', 'data subject', 'personal data', and 'process' shall have the meanings given to them in the data protection legislation;

'UK GDPR' means the Data Protection Act 2018 as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2020; and

'PECR' means the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2020

- 18.2 We shall be considered a data controller in relation to the client personal data. We will comply with all requirements and obligations applicable to us under the data protection legislation in respect of the client personal data.

- 18.3 You shall only disclose client personal data to us where:

- a) you have provided the necessary information to the relevant data subjects regarding its use (and you may use or refer to our privacy notice available at [www.themgroup.co.uk](http://www.themgroup.co.uk) for this purpose);
- b) you have a lawful basis upon which to do so, which, in the absence of any other lawful basis, shall be with the relevant data subject's consent; and
- c) you have complied with the necessary requirements under the data protection legislation to enable you to do so.

- 18.4 Should you require any further details regarding our treatment of personal data, please contact our Data Protection Manager, Tim Newton at [datasecurity@themgroup.co.uk](mailto:datasecurity@themgroup.co.uk)

- 18.5 We shall only process the client personal data:

- a) in order to provide our services to you and perform any other obligations in accordance with our engagement with you;
- b) in order to comply with our legal or regulatory obligations; and
- c) where it is necessary for the purposes of our legitimate interests and those interests are not overridden by the data subjects' own privacy rights. Our privacy notice available at [www.themgroup.co.uk](http://www.themgroup.co.uk) contains further details as to how we may process client personal data.



- 18.6 For the purpose of providing our services to you, we may disclose the client personal data to members of our firm's network, our regulatory bodies or other third parties (for example, our professional advisors or service providers). The third parties to whom we disclose such personal data may be located outside of the United Kingdom. We will only disclose client personal data to a third party (including a third party outside of the UK) provided that the transfer is undertaken in compliance with the data protection legislation.
- 18.7 We shall maintain commercially reasonable and appropriate security measures, including administrative, physical and technical safeguards, to protect against unauthorised or unlawful processing of the client personal data and against accidental loss or destruction of, or damage to, the client personal data.
- 18.8 In respect of the client personal data, provided that we are legally permitted to do so, we shall notify you where we feel it necessary, in the event that:
- a) we receive a request, from or on behalf of a relevant data subject, to exercise their data subject rights under the data protection legislation or a complaint or any adverse correspondence in respect of our processing of their personal data;
  - b) we are served with an information, enforcement or assessment notice (or any similar notices), or receive any other material communication in respect of our processing of the client personal data from the Information Commissioner's Office or any other supervisory authority); or
  - c) we reasonably believe that there has been any incident which resulted in the accidental or unauthorised access to, or destruction, loss, unauthorised disclosure or alteration of, the client personal data.
- 18.9 Upon the reasonable request of the other, we shall each co-operate with the other and take such reasonable commercial steps or provide such information as is necessary to enable each of us to comply with the data protection legislation in respect of the services provided to you in accordance with our engagement letter with you in relation to those services.

## **19 Limitation of liability**

- 19.1 We will provide our services with reasonable care and skill. Our liability to you is limited to losses, damages, costs and expenses directly caused by our negligence or wilful default.
- 19.2 Exclusion of liability for loss caused by others:
- We will not be liable if such losses, penalties, interest or additional tax liabilities are caused by the acts or omissions of any other person or due to the provision to us of incomplete, misleading or false information, or if they are caused by a failure to act on our advice or a failure to provide us with relevant information.
- In particular, where we refer you to another firm whom you engage with directly, we accept no responsibility in relation to their work and will not be liable for any loss caused by them.
- 19.3 Exclusion of liability in relation to circumstances beyond our control:
- 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.
- 19.4 Exclusion of liability relating to non-disclosure or misrepresentation:
- 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 exclusion shall not apply where such misrepresentation, withholding or concealment is or should (in carrying out the procedures that 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.

**19.5 Indemnity for unauthorised disclosure:**

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.

**19.6 Limitation of aggregate liability:**

Where the engagement letter specifies an aggregate limit of liability, then that sum shall be the maximum aggregate liability of this firm, its principals, partners or agents, and employees to all persons to whom the engagement letter is addressed and also any other person that we have agreed with you may rely on our work.

By signing the engagement letter 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 signing the engagement letter.

You have agreed that you will not bring any claim of a kind that is included within the subject of the limit against any of our principals, partners, members or employees; on a personal basis.

**20 Limitation of third-party rights**

- 20.1 The advice and information we provide to you as part of our services is for our sole use and not for and third party to whom you may communicate it unless we have expressly agreed in the engagement letter that a specified third party may rely on our work. We accept no responsibility to third parties, including any group company to whom the engagement letter is not addressed for any advice, information or material produced as part of our work for you that you make available to them. A party to this agreement 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.

**21 The Provision of Services Regulations 2009 ('Services Directive')**

- 21.1 In accordance with our professional body rules, we are required to hold professional indemnity insurance. Details about the insurer and coverage can be found at our office or by request from us.
- 21.2 As required by the Provision of Services Regulations 2009 details of our firms professional registrations can be found on our website at [www.themgroup.co.uk](http://www.themgroup.co.uk).

**22 Implementation**

- 22.1 We will only assist with implementation of our advice if specifically instructed in writing.

**23 Intellectual property rights**

- 23.1 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.
- 23.2 You are not permitted to use our name in any statement or document you may issue unless our prior written consent has been obtained. The only exception to this restriction would be statements or documents that, in accordance with applicable law, are to be made public.



## **24 Interpretation**

- 24.1 If any provision of the engagement letter, schedule 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 the agreement shall be interpreted as if such provision had never been inserted.
- 24.2 In the event of any conflict between these terms of business and the engagement letter or schedule of services, the relevant provision in the engagement letter or schedules will take precedence.

## **25 Lien**

- 25.1 Insofar as permitted to do so by law or professional guidelines, we reserve the right to exercise a lien over all funds, documents and records in our possession relating to all engagements for you until all outstanding fees and disbursements are paid in full.**

## **26 Reliance on advice**

- 26.1 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. However, bear in mind that advice is only valid at the date it is given.
- 26.2 Advice issued by staff should not be relied upon unless it has been confirmed by a partner.
- 26.3 All work performed is conducted using the current legislation according to the accounting period. We cannot be held responsible for future development and changes in the legislation.
- 26.4 Legislation which is retrospective in its application could impact on advice given to you by us prior to its introduction. We will not advise on the implications of such retrospective legislation unless you specifically ask us to do so.

## **27 Conflicts of interest**

- 27.1 We reserve the right to deliver services to other clients whose interests are not the same or are adverse to yours, subject to the obligations of confidentiality as referred to above.
- 27.2 We confirm that we will notify you promptly 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. We have safeguards that can be implemented to protect the interests of different clients if a conflict exists.
- 27.3 If there is a conflict of interest in our relationship with you or in our relationship with you and another client that is capable of being addressed successfully by the adoption of suitable safeguards to protect your interests, then we will adopt those safeguards. In resolving conflict, we would be guided by ACCA's ethical guidelines as referred to in paragraph 3.3.
- 27.4 Where conflicts are identified that 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.

## **28 Period of engagement and termination**

- 28.1 Unless otherwise agreed in the engagement covering letter our work will begin when we receive your implicit or explicit acceptance of that letter. Except as stated in that letter we will not be responsible for periods before that date.
- 28.2 Each of us may terminate this agreement by giving not less than 21 days' notice in writing to the other party 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 of us prior to termination.

- 28.3 We reserve the right to terminate the engagement between us with immediate effect in the event of: your insolvency, bankruptcy or other arrangement being reached with creditors; an independence issue or change in the law which means we can no longer act; failure to pay our fees by the due dates; or either party being in breach of their obligations if this is not corrected within 30 days of being asked to do so
- 28.4 In the event of termination of this 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.
- 28.5 If you engage us for a one-off piece of work (for example, advice on a one-off transaction or preparation of a tax return for one year only), the engagement ceases as soon as that work is completed. The date of completion of the work is taken to be the termination date, and we owe no duties and we will not undertake further work beyond that date.
- 28.6 Where recurring work is provided (for example, ongoing compliance work such as the completion of annual tax returns), the engagement ceases on the relevant date in relation to the termination as set out above. Unless immediate termination applies, in practice this means that the relevant termination date is:
- 21 days after the date of notice of termination or
  - a later agreed date.
- 28.7 We owe you no duties beyond the date of termination and will not undertake any further work.

## **29 Disengagement**

- 29.1 Should we resign or be requested to resign we will normally issue a disengagement letter to ensure that our respective responsibilities are clear.
- 29.2 Should we have no contact with you for a period of 18 months or more, we may issue to your last known address a disengagement letter and therefore cease to act.
- 29.3 We reserve the right following termination for any reason to destroy any of your documents that we have not been able to return to you after a period of six months unless other laws or regulations require otherwise.