



MULBERRY & CO

Chartered Certified Accountants
Registered Auditors
& Chartered Tax Advisors

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Terms and Conditions

1. Introduction

- a. 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 a separate letter of engagement. These terms and conditions replace all previously issued terms and conditions documents.

2. Ethical requirements

- a. We are bound by the ethical requirements of the Association of Chartered Certified Accountants (ACCA), and accept instructions to act for you on the basis that we will act in accordance with those ethical requirements. A copy of these requirements can be viewed at our offices on request or can be seen at www.accaglobal.com. We will not be liable for any loss, damage or cost arising from our compliance with statutory or regulatory obligations.

3. Professional Indemnity Insurance

- a. In accordance with our professional body rules we are required to hold professional indemnity insurance. Details about the insurer and coverage can be found on request at our offices. Our Insurance is brokered via ACCA with Lockton Companies LLP, North Quay, Temple Back, Bristol, BS1 6FL, 0117 906 5000. The territorial coverage is worldwide excluding professional business carried out from an office in the United States of America or Canada and excludes any action for a claim brought in any court in the United States or Canada.

4. Authorisation and Registration

- a. Mulberry & Co are registered with the Association of Chartered Certified Accountants as chartered certified accountants and can be found on the register of members at <http://members.accaglobal.com/en/find-an-accountant>. under registration number 1165215.
- b. We are registered as auditors by the Association of Chartered Certified Accountants in the UK and details of our registration can be found at www.auditregister.org.uk under registration number 1165215 or at <http://members.accaglobal.com/en/find-an-accountant>.

5. Professional rules and statutory obligations

- a. We will observe and act in accordance with the by-laws, regulations and ethical guidelines of the Association of Chartered Certified Accountants (ACCA) and will accept instructions to act for you on this basis.
- b. 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.
- c. 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 which breaches professional 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.
- d. The requirements are also available online at www.accaglobal.com/en.html.
- e. 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.

6. Applicable law

- a. Our Engagement Letter, and Standard Terms & Conditions of business 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 these terms and conditions and any matter arising from them. 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.

7. Period of engagement and termination

- a. 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.
- b. 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.
- c. 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.
- d. 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 you no duties and we will not undertake further work beyond that date.
- e. 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
- f. We owe you no duties beyond the date of termination and will not undertake any further work.

8. Disengagement

- a. Should we resign or be requested to resign we will issue a disengagement letter to ensure that our respective responsibilities are clear.
- b. Should we have no contact with you for a period of 1 year or more we may issue a disengagement letter and hence cease to act.
- c. 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.

9. Client identification and verification

- a. 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 in exceptional circumstances we cannot start work until this requirement has been met.

- b. 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.

10. Fees

- a. 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.
- b. 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.
- c. 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.
- d. 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 assurance 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.
- e. Our fees are subject to annual review on the 1st April and are detailed in the client engagement letter.
- f. We will bill on completion of the assignment and our invoices are due for payment 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.
- g. Unless otherwise agreed to the contrary our fees do not include the costs of any third party, counsel or other professional fees.
- h. We reserve the right to charge interest on late paid invoices at the rate of 5% 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.
- i. 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.
- j. If a client company, trust or other entity is unable 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 you agree that we shall be entitled to enforce any sums due against the Group Company or individual nominated to act for you.
- k. 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.

11. Client monies

- a. 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 the Clients' Monies Rules of the Association of Chartered Certified Accountants. These rules can be found on the ACCA website at <http://www.accaglobal.com/en.html>

- b. All client monies will be held in an interest-bearing account. To avoid excessive administration, interest will only be paid to you where the amount earned on the balances held on your behalf in any calendar year exceeds £500.
- c. 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, then 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.
- d. We will return monies held on your behalf promptly as soon as there is no longer any reason to retain those funds. If any funds remain in our client account that are unclaimed and the client to which they relate has remained untraced for five years or we as a firm cease to practise, then we may pay those monies to a registered charity.
- e. Fees paid by you in advance for professional work to be performed and clearly identifiable as such shall not be regarded as clients' monies.

12. Internal disputes

- a. If we become aware 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 registered office/main office for the attention of the board of directors/business owner. If conflicting advice, information or instructions are received from different parties in the business we will refer the matter back to the board of directors/owner and take no further action until the board of directors/owner has agreed the action to be taken.

13. Investment services & Consumer Credit

- a. Investment business is regulated under the Financial Services and Markets Act 2000 and the Financial Services Act 2012.
- b. 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 the Prudential Regulation Authority or licensed by a Designated Professional Body as we are not authorised to give such advice.
- c. If, during the provision of professional services to you, you need advice or services on areas from us that fall within Consumer Credit activity, we may have to refer you to someone who is authorised by the Financial Conduct Authority (FCA) as we are not authorised to undertake this activity.

14. Commissions or other benefits

- a. In some circumstances, commissions or other benefits may become due to us in respect of transactions which we arrange for you. Where this happens we will notify you in writing of the amount and terms of the commission or other benefit. The same will apply where the payment is made to or transactions are arranged by a person or business connected with ours.
- b. We will not reduce the fees we would otherwise charge by the amount of the commissions or benefits.
- c. If we reduce the fees that we would otherwise charge by the amount of commission retained, we will apply the concession which allows VAT to be calculated on the net fee after deduction of the commission.
- d. You agree that we can retain any commission or other benefits without being liable to you for any such amounts.

15. Retention of records

- a. You have a legal responsibility to retain documents and records relevant to your tax affairs.
- b. During the course of our work we may collect information from you and others relevant to your tax affairs.

- c. We will return any relevant documents to you if requested in writing.
- d. For further information, Our document retention policy and Privacy Notice are on our website

16. Timetable

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

17. Limitation of Third Party Rights

- a. The advice and information we provide to you as part of our service is for your sole use and not for any 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.
- b. 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 which you make available to them. It may not be used or relied upon for any other purpose or by any other person other than you without our prior written consent. A party to this agreement is the only person who has the right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- c. If our advice is disclosed to any third party (with or without our consent), then we accept no responsibility or liability to that third party for any consequences that may arise to them, should they rely on the advice.
- d. If it is proposed that any documents or statement which refer to our name are to be circulated to third parties, please consult us before they are issued.

18. Confidentiality

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

19. Quality of service

- a. We aim to provide a high quality of service at all times. 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 Mark Mulberry. Mark@mulberryandco.co.uk
- b. We undertake to look into any complaint carefully and promptly and to do all we can to explain the position to you. 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.
- c. Our complaint policy is on our website at www.mulberryandco.co.uk.
- d. Should ACCA consider a complaint appropriate for conciliation, it is competent to offer alternative dispute resolution through its Conciliation Service.
 - ACCA's website address is www.accaglobal.com.

- Please note that, under the Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) conciliation process we are not obliged to submit to ACCA's conciliation process

20. Communication

- 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.
- 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 that the document was sent.
- Where possible our communications will be sent electronically as follows
 - **Accounts, tax returns, audit reports** will be uploaded to a secure server (Iris Openspace) for which clients have their own unique username and password to gain access. Email notification will be sent to the client advising of this action.
 - **Payroll Reports.** Payroll will be sent via password protected email to the nominated individual
 - **Payslips.** Payslips will be uploaded to a secure server (Iris Openspace) for which employees have their own unique username and password to gain access. Email notification will be sent to the employee advising of this action.
 - **Letters & fee notes** not sent via postal services, will be sent as an attachment to an email with regard to personal data and the requirements of GDPR legislation

21. General Data Protection Regulation

- We confirm that we will comply with the provisions of the General Data Protection Regulation (GDPR) when processing personal data about you.
- Processing means:
 - obtaining, recording or holding personal data; or
 - carrying out any operation or set of operations on personal data, including collecting and storage, organising, adapting, altering, using, disclosure (by any means) or removing (by any means) from the records manual and digital.
- The information we obtain, process, use and disclose will be necessary for:

- the performance of the contract
 - to comply with our legal and regulatory compliance and crime prevention
 - contacting you with details of other services where you have consented to us doing so
 - other legitimate interests relating to protection against potential claims and disciplinary action against us.
- d. This includes, but is not limited to, purposes such as updating and enhancing our client records, analysis for management purposes and statutory returns.
- e. In regard to our professional obligations we are a member firm of the Association of Chartered Certified Accountants (ACCA). Under the ethical and regulatory rules of ACCA I am required to allow access to client files and records for the purpose of maintaining our membership of this body.
- f. Further details on the processing of data are contained in our privacy notice, which should be read alongside these terms and conditions. Our privacy notice is on our website at www.mulberryandco.co.uk.

22. Money Laundering Regulations 2017

- a. In accordance with the Proceeds of Crime Act, The Terrorism Act, Money Laundering Regulations 2017 and The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 you agree to waive your right to confidentiality to the extent of any report made, document provided or information disclosed to the National Crime Agency (NCA).
- b. You also acknowledge that we are required to report directly to the NCA 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.
- c. As with other professional services firms, we are required to have appropriate risk based policies and procedures for assessing and managing money laundering risks: this applies at the start of any business relationship and through the lifetime of the relationship. This includes undertaking appropriate customer due diligence. We may request from you, and retain, such information and documentation as we require for these purposes and/or make searches of appropriate databases. If we are not able to obtain satisfactory evidence of your identity, we will not be able to proceed with the engagement.
- d. 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 one year 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 10 years.

23. Bribery, Corruption and anti-competitive practices

- a. Bribery is defined as giving someone a financial or other advantage to encourage that person to perform their functions or activities improperly or to reward that person for having already done so. So this could cover seeking to influence a decision-maker by giving some kind of extra benefit to that decision maker rather than by what can legitimately be offered as part of a tender process.
- b. Mulberry & Co is committed to applying the highest standards of ethical conduct and integrity in its business activities. Every employee and individual acting on Mulberry & Co.'s behalf is responsible for conducting business honestly and professionally.
- c. Mulberry & Co does not tolerate any form of bribery by, or of, its employees or any persons or companies acting for it or on its behalf. Mulberry & Co is committed to implementing and enforcing effective systems to prevent, monitor and eliminate bribery, in accordance with the Bribery Act 2010.

- d. Mulberry & Co has a written Anti-Bribery Policy. The Anti-Bribery policy applies to all partners, staff and subcontractors and they are required to familiarise themselves and comply with the policy. Our Anti-Bribery Policy is on our website at www.mulberryandco.co.uk.
- e. Employees and others acting for or on behalf of Mulberry & Co are strictly prohibited from making, soliciting or receiving any bribes or unauthorised payments. As part of its anti-bribery measures, Mulberry & Co is committed to engage only in transparent, proportionate, reasonable and bona fide hospitality and promotional expenditure.
- f. A breach of Mulberry & Co' Anti-Bribery policy by an employee will be treated as grounds for disciplinary action, which may result in a finding of gross misconduct and immediate dismissal.
- g. Employees and other individuals acting for Mulberry & Co should note that bribery is a criminal offence that may result in up to 10 years' imprisonment and/or an unlimited fine for the individual and an unlimited fine for Mulberry & Co.
- h. Mulberry & Co will not conduct business with service providers, agents or representatives that do not support Mulberry & Co' anti-bribery objectives.
- i. The success of Mulberry & Co' anti-bribery measures depends on everyone playing their part in helping to detect and eradicate bribery. Therefore, all employees and others acting for, or on behalf of, Mulberry & Co are encouraged to report any suspicious activity to the Compliance Officer (Mark Mulberry). Mulberry & Co will support any individuals who make such a report in good faith.

24. Implementation

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

25. Intellectual property rights

- a. 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.

26. Interpretation

- a. 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.
- b. In the event of any conflict between these terms of business and the engagement letter or appendices, the relevant provision in the engagement letter or schedules will take precedence.

27. Lien

- a. Insofar as permitted to do so by law or professional requirements, 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.

28. Limitation of liability

- a. We will provide our services with reasonable care and skill. Our liability to you is limited to losses, damages, costs and expenses caused by our negligence or willful default.
- b. Exclusion of liability for loss caused by others

We will not be liable if such losses, penalties, surcharges, interest or additional tax liabilities are due to 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 due to a failure to act on our advice or a failure to provide us with relevant information.

c. 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 if the delay or failure is caused by circumstances outside our reasonable control.

d. Exclusion of liability relating to the discovery of fraud etc.

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 wrongly misrepresented to us or from fraudulent acts, misrepresentation or willful 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.

e. 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 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.

29. Reliance on advice

- a. 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.

30. Conflicts of interest

- a. We will inform you if we become aware of any conflict of interest which could impact on our relationship with you. Where conflicts are identified which cannot be managed in a way that protects your interests then we regret that we may be unable to provide further services.
- b. 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. Safeguards may include measures such as separate teams, physical separation of teams, and separate arrangements for storage of and access to information. Where possible this will be done on the basis of your informed consent.
- c. We reserve the right to act for other clients whose interests are not the same as or are averse to yours, subject of course to the obligations of confidentiality referred to above.

31. Notification

- a. We shall not be treated as having notice, for the purposes of our audit/accounts/tax responsibilities, of information provided to members of our firm other than those engaged on the specific assignment (for example, information provided in connection with accounting, taxation and other services).