

## TERMS AND CONDITIONS OF BUSINESS/ENGAGEMENT CORPORATE CLIENTS

1. This document sets out the services we will be providing to you and the basis on which we will be acting. It forms the basis of the contract between Garbetts Limited and yourself, but where appropriate it is amended by any specific agreements.
2. Within this document "You" refers to any client of Garbetts, being an individual, a partnership and/or its partners, a company and/or its directors or a charity and/or its trustees. In the case of a corporate entity, the responsibility for preparing accounts and administering taxes is a personal one of the directors, hence this contract is with the directors and officers of the company rather than the company itself. For convenience we will invoice the company on their behalf, save that if the company defaults the directors/officers will be liable. The signatory to this document for the client warrants that they have the authority of all other parties to enter into this agreement, and indemnifies Garbetts Limited on this basis.
3. This contract is not designed to prejudice your statutory or common law rights, nor does it bind you to using our services for any set length of time. This agreement can be terminated in writing by either party by way of letter to the latest address held, with no notice required. In the event of termination we will raise an invoice for any work done which is yet to be invoiced – these charges will be based on our normal hourly rates.
4. Please read through the document and if you have any queries let us know. If not, please could you sign the "contents noted" line on the back of one of the copies and return this to us.

### 5. The practice

- a. "Garbetts" is the trading name of Garbetts Limited, registered in England number 2988424. The director of Garbetts Limited is Paul Garbett FCCA, company secretary Robert Garbett. The registered office is Arnold House, 2 New Road, Brading, Isle of Wight, PO36 0DT. Some professional services are provided by related companies, including Garbetts Group Limited, Garbetts Nominees Limited and Garbetts Consulting Limited.
- b. Garbetts holds a practising certificate from the Chartered Association of Certified Accountants (ACCA), and also is a Registered Auditor under the Companies Act 1989.
- c. Garbetts is registered with the ACCA to undertake a range of investment business activities, but we normally only offer investment advice as a integral part of other professional services. However we have links with a number of independent financial advisors, and can introduce clients to them. We will disclose to you any commissions received from third parties, and this under the terms of this agreement you consent to us retaining such commissions unless specifically agreed to the contrary.
- d. In order to keep our costs reasonable, some of our staff work with us on a sub contract or outsourced basis, either from our offices, their offices or from their home. We accept full responsibility for the work they carry out.

### 6. Fees - Routine Services

- a. Our accountancy quotations are designed to include within one annual fee all the routine services which you are likely to need during the course of a year.

Our intention is that you should only receive one annual invoice, and our quotation builds in an allowance for ad hoc queries and advice so that we do not have charge for this separately.

- b. Subject to any specific agreement between us the quotation includes:
  - Preparation of your annual accounts.
  - Preparation of tax computations on the accounts and submission to the Inland Revenue.
  - Preparation of annual tax return(s) for the proprietor, partners or directors, and where necessary their spouse(s).
  - Dealing with tax assessments as they are raised, including appeals and subsequent correspondence.
  - Dealing with routine queries raised by the Inland Revenue on your accounts or tax returns.
  - Dealing with routine VAT or NIC issues.
  - Ad hoc queries, requests for advice, telephone calls or correspondence from you.

- Dealing with LEA grant applications.
  - Preparation of the Corporation Tax return.
  - Preparation of your annual return to Companies House, and when necessary preparation of forms for changing directors, registered offices, etc.
  - Submission of your accounts to Companies House.
  - A registered office service using our Brading address.
  - Assistance in calculating directors PAYE and NIC deductions.
- c. Our quotations are fixed for two years, and are then subject to review in line with inflation. Obviously they will also be subject to review if there is a major change in the nature or size of your business or the services you require.
- d. Unless agreed otherwise our quotation does not include:
- Regular weekly, monthly or quarterly bookkeeping.
  - Preparation of VAT returns.
  - Preparation of regular weekly or monthly payroll calculations for staff.
  - Tax investigations (including Self Assessment enquiries, VAT inspections and PAYE/NI inspections).
  - Income confirmations for mortgage or borrowing purposes
  - Applications for Tax Credits or similar benefits administered through the tax system.

We are, of course, happy to provide a quotation to encompass the above.

- e. Annual invoices are normally raised on completion of the annual accounts, or for tax only clients, completion of the tax return. Where work has been started but cannot be completed due to a delay outside of our control, eg you not making papers available to finalise accounts, then we reserve the right to invoice part or all of the quoted fee.

Invoices are due for payment within fourteen days of the invoice date, by cash, cheque or credit card and we reserve the right to charge interest on overdue accounts at the rate of 2% per month. Queries on invoices must be raised within fourteen days of the date of issue.

We prefer payments by standing order. Our fees are computed on an annual basis, however where payments are made by standing order each payment is deemed to be a stand alone contract for services during the month of payment, for which a VAT receipt is available on request.

If standing orders are unpaid or missed, and your account is in debit (money owed to us) we may make an administration charge of up to £10 per missed payment.

- f. In the event of credit terms being breached we may levy credit charges and interest in accordance with Late Payment of Commercial Debts (Interest) Act 1988 as amended by EC Directive 2000/35/EC.
- g. Personal taxation advice and preparation of personal tax returns are a no cost addition to our service – no discount will be given from our charges if these are not taken up.
- h. Very occasionally if presented with very poor quality records a previously quoted fixed fee may have to be withdrawn; if this is the case then you will be advised as soon as possible, and will be given the option of continuing to engage us on an hourly rate, or to terminate the engagement.
- i. Where the contract between you and ourselves is cancelled by either party:
- a pro rata fee may apply from ourselves for the current financial year. This will not exceed the annual quoted fee on a pro rata basis.
  - fees may be due for the previous financial year in respect of work in hand. These will not exceed the annual quoted fee.

## 7. Non Routine Services

- a. From time to time many business need some extra assistance, and non routine work of this nature is subject to a separate charge. Typical examples of non routine issues are:

- Buying or selling a business.
- Raising business or personal finance.
- Preparation of business plans or forecasts.
- Tax investigations.

We would stress that occasional telephone calls, requests for advice, etc, do not incur a separate charge -separate charges only arise where a significant amount of extra work is called for.

Where at all possible we will tell you if the work we are doing for you is outside of the quoted annual fee for routine services and therefore incurring extra charges, and where at all possible we will give you a quotation for the non routine work.

b. Our hourly rates for non routine work are currently (excluding VAT):

- £120 Senior staff/Qualified accountant (£350/£700 half day/full day)
- £40-£90 Technician grade staff
- £20 Basic bookkeeping work

c. Invoices for non routine work are raised either on completion of the work or on a periodic basis and are due for payment within fourteen days by cash, cheque or credit card. We reserve the right to charge interest on overdue accounts at the rate of 2% per month. Queries on invoices must be raised within fourteen days of the date of issue. In the event of credit terms being breached we may levy credit charges and interest in accordance with Late Payment of Commercial Debts (Interest) Act 1988 as amended by EC Directive 2000/35/EC.

## 8. Responsibilities

a. Your Tax, VAT and NIC affairs are your responsibility; we act only as your agent. It is your responsibility to:

- i. maintain accurate records for accountancy, audit or taxation purposes;
- ii. consider the accuracy of accounts, tax returns or other documents which the practice prepares for you, before you sign them.
- iii. ensure that elections, forms, returns or accounts which are subject to a statutory time limit are made on time;
- iv. make sure we get copies or originals of all forms, assessments or other documents sent to you by the Inland Revenue, Companies House or H M Customs and Excise on which you wish us to advise or take action.

b. We will offer you as much assistance as possible in meeting the above. This will include:

- i. giving you guidance on the records you need to keep and advising you of any significant errors or omissions which we discover;
- ii. ensuring that accounts, tax returns and other documents are an accurate reflection of the records and other information, written or verbal, which you have given us, and drawing to your attention any known uncertainties or errors;
- iii. ensuring that you are aware of relevant time limits and critical dates;
- iv. ensuring that we process work you give us within the time scale necessary to meet relevant time limits provided that we have been given the necessary books and records within good time.

## 9. Accountancy

a. We will prepare your accounts from your records, incorporating any other verbal or written information given. In preparing these accounts we will endeavour to identify and correct any errors found in your records, and where appropriate advise you accordingly.

- b. We will draw your attention to any major deficiencies, errors or omissions which we discover in your records or accounting systems.
- c. It is your responsibility to maintain accurate and reliable accounting records for the purpose of our drawing up accounts.

#### 10. Taxation

- a. We will check and advise you of the correctness or otherwise of any assessments, computations, statements of tax liabilities, PAYE codings or demands for payment sent to you by the Inland Revenue or H M Customs and Excise, provided, of course, that we have a copy of the relevant documentation.
- b. Under normal circumstances we automatically get sent copies of tax assessments raised by the Inland Revenue, however we do not get automatic copies of other Inland Revenue demands for payment, reminders or PAYE codings. Likewise we do not automatically get copies of assessments, demands for payment, etc, from the Inland Revenue National Insurance Contributions Office or H M Customs and Excise. These must therefore be forwarded to us if you require us to act upon them.
- c. Where requested we will prepare your business and/or personal tax returns.
- d. We will prepare tax computations on your accounts, and once you have approved the accounts, will submit these to the Inland Revenue and seek agreement to the figures. We will provide you with a copy of these computations if requested.
- e. Having prepared your accounts, tax returns or computations, if at all possible we will advise you of your approximate tax liabilities.
- f. The routine preparation of VAT returns and the calculation of PAYE/NIC liabilities are services which are only offered where they have been specifically quoted for. Directors PAYE can however be dealt with where necessary as part of a basic business taxation service.
- g. We will review your tax position at appropriate intervals, and will offer you as much assistance as possible in keeping your current and future tax liabilities as low as legally possible.
- h. Taxation services will normally cover the company and its directors, but will not cover a director where it is clear by either (i) express agreement or (ii) action that the director wishes to make their own arrangements for taxation advice.
- i. We have your consent to make use of Inland Revenue Electronic Filing opportunities where available.

#### 11. Company Secretarial

- a. When requested we will assist you with returns or documents to Companies House, although it is your responsibility to pay stamp duty, filing fees or other duty.
- b. We are willing to allow our Brading address to be used as a registered office address for client companies. We will process or forward on to you any official post received; junk mail will however, at our discretion, be destroyed.
- c. Where we are engaged to act in respect of a company formation, a separate fee applies and the following terms are imposed:
  - i. officers from this practice or our agents (if engaged) will act as the first director/secretary of a company and transfer the appointments to your nominated officers on incorporation. This speeds up the formation process.
  - ii. We will not normally supply statutory records for a company (share register, minute book, company seal) – these are available at extra cost if required.
  - iii. Unless you specify to the contrary a standard form of Memorandum and Articles of Association will be used.

12. Statutory Audit

- a. The term "audit" has a special meaning in terms of company and charity accounts, and many companies are exempt from audit. Where turnover is below £5,800,000 under normal circumstances the practice will not conduct a statutory audit on the accounts, but will instead prepare a non statutory accountants report on the accounts. Where a statutory audit is required, a separate engagement letter will be necessary in respect of the audit. This engagement letter will cover statutory audit matters only.

13. Deadlines

- a. In order to meet filing deadlines, we require information from you no later than:

5 months after year end for Company accounting papers  
31 May after tax year end (5 April) for personal tax papers  
10<sup>th</sup> day of next month for VAT returns.

- b. Where information is received late we will endeavour to complete returns on time but cannot guarantee this. We may charge a supplementary fee of up to 25% of the agreed annual fee for prioritising work to achieve statutory deadlines, where you provide us with information late.

14. Contact details

- a. You are responsible for providing us with up to date postal, e-mail and telephone details.
- b. Any e-mail address used by you to correspond with us is deemed valid and confidential for reply purposes unless we are advised to the contrary.

15. Tax Credits

- a. Our fixed price services do not cover the preparation of tax credit claims or claims for similar benefits which are integrated with the tax system.
- b. We are happy to assist with such claims where specifically requested, with a charge being made at either our normal hourly rates or on a fixed tariff if available.

16. Limitation of liability

- a. Unless specifically agreed to the contrary Garbetts Limited will only be liable to you for advice in respect of:
- i. Matters which have been specifically drawn to our attention; or
  - ii. Matters where we have specifically been asked to comment; or
  - iii. Matters where we have specifically advised you.
- b. Garbetts Limited will not be liable for failure to provide advice in respect of a matter which has not been drawn to our attention by yourself.
- c. Unless an extension has been agreed Garbetts Limited has a maximum liability to you equal to three times the annual fees charged under this agreement.

17. Insurance

- a. We offer various insurance schemes for protection against tax enquiries and inspections. These insurance schemes are expressly offered on the basis of the policy conditions notified with the insurance, and are provided by the insurers concerned with Garbetts acting as introducer.
- b. In the event of any dispute concerning cover or claims, the insurers ruling is final.
- c. You will be liable for any excess under the insurance policy.

- d. Such insurance policies are not compulsory, but where not taken up, or where policy conditions are breached, you will be liable for any professional fees arising from matters which would otherwise have been covered by the insurance.

18. Ownership of papers

- a. Copies of correspondence or tax returns prepared on your behalf belong to you. We will normally retain these copies on our files, but copies can be provided to you on request and at no charge (subject to c below)
- b. Working papers for accounts and returns, file notes and copies of our correspondence to you are our property and will not normally be released.
- c. We archive files periodically, and a charge will be made for recovering papers from archive. By concession this charge may be waived for active clients. Where the client relationship is terminated files will normally be archived three months later, and a charge made for access after that date.

19. Confidentiality

- a. We have an obligation to keep your affairs confidential. Likewise correspondence between ourselves and yourselves should be kept confidential by yourself and not disclosed to third parties without our consent..
- b. We have an implied authority to discuss your affairs with any banker, lawyer or IFA acting for you and with any officer of your company and your spouse.
- c. We have an implied authority to respond to any enquiry from a government department, law enforcement body, statutory agency or other legitimate third party where we have an obligation to do so at law, or where failure to do so may lead to a complaint against us.

20. Complaints

- a. Any complaint about our services must, in the first instance, be put in writing to Mr Paul Garbett, Principal / MD of the practice., and clearly marked as a complaint.
- b. We will then investigate this complaint and report to you promptly.

21. Updates to this document

- a. This document may be updated and changed by Garbetts Limited:
  - i. By 30 days notice being given on the terms of business section of our www site ([www.garbetts.com/tcb](http://www.garbetts.com/tcb)).
  - ii. By immediate notice on our www site where circumstances dictate

We will endeavour to advise all clients of major changes to our terms of business.

- b. You can request a copy of the latest terms of business from our offices at any time.

Contents noted:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

(on behalf of company, directors and officers)