

# Standard Terms of Business

Updated: 21 May 2018

## 1 Introduction

1.1 These Standard Terms of Business ("Terms") set out the general terms under which we supply our services and apply to all engagements accepted by Adams & Moore. All work carried out is subject to these Terms except where changes are expressly agreed in writing.

1.2 Upon our engagement, you will be issued with a separate Letter of Engagement (a "LOE") listing the specific work that you have requested we undertake on your behalf. The LOE should be read in accordance with our Terms of Service Provision document ("Service Terms"), which sets out our respective responsibilities. The Terms, LOE and Service Terms will together form the contract between us (the "Contract").

## 2 Contracting Parties

2.1 Your contract is with Adams & Moore Limited, whose trading name is Adams & Moore and is referred to in these Terms as Adams & Moore. Adams & Moore Limited is a limited company registered in England and Wales under registration number 05348996. References to "we", "us" or "our" in these Terms and LOE are references to Adams & Moore.

2.2 There is no contract between you and any director, partner, employee or consultant of Adams & Moore. Any advice given or work done for you by a director, partner, employee or consultant of Adams & Moore is given or done by that person on behalf of Adams & Moore and not in his or her individual capacity and no such person assumes any personal responsibility to you for the advice or other work.

2.3 The delivery of services by us will be undertaken by us or one of our Associated Companies. A full list of our Associated Companies is available on our website ([www.adamsandmoore.co.uk](http://www.adamsandmoore.co.uk)) and this list should be reviewed on a periodic basis (minimum once per annum) so that you are aware of any changes. Please note that the delivery of services by our Associated Companies will be subject to the same Terms (with the exception of clauses 3 & 4 and sub-clauses 8.9 & 12.1) contained herein although you may be issued a separate LOE by the respective Associated Company.

2.4 It is usual in our industry for senior professionals to be referred to as partners. The Directors of Adams & Moore Limited may not necessarily decide to have a title of partner and senior professionals in our firm who have the title of partner may not necessarily be a Director of Adams & Moore Limited. Any reference in these Terms or otherwise in the course of your dealings with us to a person being a partner is a reference to that person in title only and not necessarily in the capacity of a Director of Adams & Moore Limited.

## 3 Professional Obligations

3.1 We will observe and act in accordance with the byelaws, regulations and ethical guidelines of the Association of Chartered Certified Accountants ("ACCA") and will accept instructions to act for you on this basis. A copy of the ACCA Rulebook and ethical guidelines can be viewed at our offices on request or can be seen on the ACCA website at [www.accaglobal.com](http://www.accaglobal.com).

3.2 We will provide our professional services under the terms of the Contract with reasonable care and skill.

3.3 As specified in these Terms, we confirm that where you give us confidential information we shall at all times keep it confidential, except as instructed by you or required by law or as provided for in regulatory, ethical or other professional pronouncements applicable to our engagement. You agree that it will be sufficient compliance with our duty of confidentiality for us to take such steps as we in good faith consider reasonable to preserve confidentiality both during and after termination of our engagement. We may subcontract or outsource work on your affairs to other tax or accounting professionals who will be bound by the same terms of confidentiality.

## 4 Regulatory Information

4.1 Adams & Moore holds a practising certificate from the Association of Chartered Certified Accountants (ACCA) under certificate number 14347740. Further details can be found on the register of members at [www.accaglobal.com](http://www.accaglobal.com).

4.2 Adams & Moore is registered to carry out audit work in the United Kingdom. Our audit registration can be viewed at [www.auditregister.org.uk](http://www.auditregister.org.uk) under reference number 2760210. Our registration is held by Adams & Moore (Audit) Limited.

## 5 Investment Services

5.1 If during the provision of professional services to you, you need advice on investments, 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.

## 6 Contracts (Rights of Third Parties) Act

6.1 Persons who are not party to this agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Contract. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

6.2 Any advice we give you will be supplied on the basis that it is for your benefit only and shall not be disclosed to any third party in whole or part without our prior written consent. 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. 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.

## 7 Limitation of Liability

7.1 We will provide you with our professional services in good faith and with reasonable care and skill. Our liability to you in respect of negligence or defective work is limited to direct losses, damages, costs and expenses. We will not be liable for any loss of profit, business, contract or savings, nor for any special, indirect or consequential losses. Our liability to you in respect of any claim shall not exceed the aggregate amount of fees invoiced by us to you in the twelve month period immediately preceding the event giving rise to the claim.

7.2 Our professional indemnity insurer is QBE Insurance (Europe) Limited, Plantation Place, 30 Fenchurch Street, London, EC3M 3BD. The territorial coverage is United Kingdom.

7.3 We will not be held responsible for your failure to act on our advice or to respond promptly to communications from us or any third party including government authorities. Nor are we responsible for any delay in completing work or providing services which is due to unforeseen circumstances or to any default by you in respect of your obligations under this Contract.

7.4 We will not be responsible for any losses, penalties, surcharge, interest or additional tax liabilities arising from the supply by you or others of incorrect or incomplete information, or from the failure by you or others to supply any appropriate information.

7.5 You agree to hold harmless and indemnify us against any costs, claims, demands, liability, damages and interest arising from any representation by you, whether intentional or unintentional, supplied to us orally or in writing in connection with this Agreement. You agree that you will not bring any claim in connection with services provided to you by the firm against any of our Partners, Directors, employees or consultants on a personal basis.

## 8 Fees

8.1 The fees that we charge are calculated not only by reference to the time spent on your affairs but also on the levels of skill and responsibility involved and the importance and value of the advice or assistance that we provide. Our standard hourly rates excluding VAT are currently:

- Senior Manager/Partner: £275 – £550
- Manager: £125 – £275
- Senior: £75 – £125
- Semi-Senior: £45 – £90
- Junior: £45
- Secretary/Administrator - £45

These rates are reviewed periodically and the up-to-date hourly rates can be viewed on our website at [www.adamsandmoore.co.uk/terms](http://www.adamsandmoore.co.uk/terms). You agree that we are entitled to charge fees based on the up-to-date hourly rates and that in addition to the hourly rate or in substitution thereof we are entitled to charge a reasonable amount based on the levels of skill and responsibility involved and the importance and value of the advice or assistance that we provide.

The time our staff spend dealing with your affairs are recorded using 'units', which form the basis for our fees. One unit equates to 6 minutes of time (ten units equate to one hour and so on) and one unit will be the minimum applicable billable time.

8.2 We may agree to do certain work or provide specific services to you on the basis of a fee quote, in which case that quote will normally be set out in a LOE. Quoted fees are calculated on the basis of the average amount of time that we anticipate spending on that type of work based on our understanding of your affairs from the information provided by you. Fee quotations are provided on the basis that:

- You will supply information in the format required by us. The information that we normally require and the work that you will need to do to enable us to provide our services is more fully set out in the Service Terms.

- You will supply information that is requested by us within a reasonable timeframe to enable us to complete your work by any deadline requested by you or set by a third party such as HMRC.
- We will not have to contact you, either verbally or in writing, on more than two occasions to request any information required by us.
- If it becomes apparent to us that the fee quote is inadequate for the amount of work we are required to do or that additional work is required which could not have been reasonably anticipated at the time the quote was given you agree that we may charge you an additional fee calculated in accordance with clause 8.1 for any extra or additional work which we are required to do or which was not covered by the fee quote. Whilst it is not possible to specify all the situations in which such an additional fee may be levied it will include a failure by you to supply us with the information we require or where the information supplied by you has not been sufficiently prepared or completed or where we were not made aware of the level of complexity involved or the amount of work likely to be required.
- It is not our practice to provide fee quotes for more than one year ahead as such will need to be reviewed in the light of events. You should not therefore assume that we intend a fee quote to apply for a period of more than a year and you should therefore contact us to confirm or review the quote on or before the anniversary of it being made.

8.3 If you request or require us to carry out work or provide services in addition to that which we have agreed to do, whether set out in the LOE or otherwise, or if it becomes necessary for us to carry out additional work or provide additional services, we may charge you a reasonable fee for so doing calculated in accordance with clause 8.1. If you request us to carry out additional work or provide additional services we will normally set out the nature and scope of the additional work or services in writing but we are not required to do so and you will be liable for our fees in respect of such work or services whether or not you have received written notification in respect of the same.

8.4 If you are a limited company then, unless there is a written agreement to the contrary signed by us and by you, the officers and/or directors of your company and/or anyone giving us instructions on behalf of your company agree that they will be personally liable to us in respect of any fee or demand for payment made by us (including legal costs) in relation to this Contract in the event that you are unable or unwilling to pay that fee or meet that demand for payment or in the event that you become insolvent and/or cease trading and/or enter administration and/or a liquidator or receiver is appointed in respect of your affairs.

8.5 Unless otherwise stated, our hourly rates and quoted fees are exclusive of VAT. We will add VAT to our invoices as appropriate and at the prevailing rate and you will be responsible for paying any VAT that is due on or in respect of our fees and charges. Any disbursements, expenses or third party costs we incur in carrying out work under this Contract, which may include but are not limited to travel and accommodation expenses, are payable by you unless and to the extent that the contrary has been agreed in writing by us and you.

8.6 We will invoice you periodically as and when we consider it appropriate to do so, and we shall not be required to invoice you at any particular time or interval

unless we have expressly agreed with you in writing to do so. Our fees and charges are due within seven days of presentation of our invoice or request for payment and may be paid by cheque (payable to Adams & Moore), cash (in person during office hours only), online bank transfer, credit/debit card or standing order.

8.7 If our fees or charges remain unpaid for more than one week after the date of the invoice or request for payment, unless otherwise agreed, we reserve the right to charge monthly interest at 4% above the Bank of England base rate or at the rate for the time being applicable under the Late Payment of Commercial Debts (Interest) Act 1998, whichever is the higher. In the event that the outstanding fees remain unpaid after a further seven days, we reserve the right to take such action as we think fit to collect the outstanding fees.

8.8 In the event that any fees or charges due to us under this Contract are outstanding then we are entitled to and may refuse to do any further work for you, in which case we will give you notice to that effect. In the event that you cease using our services and/or terminate this agreement, we are entitled to invoice you for all or any work already undertaken by us in relation to this Contract whensoever that work was carried out and whether it has been invoiced at that date or not.

8.9 In the event that you do not accept a fee or charge which we invoice to you is fair or reasonable or in accordance with this agreement you must notify us of that in writing within 21 days of receipt of the invoice, failing which you will be deemed not to dispute the invoice and to accept that the fees and charges set out in the invoice are due. In the case of a dispute in respect of fees charged or invoiced we may at our option require that the matter is dealt with through the arbitration scheme provided by ACCA for members. In the event that we exercise our option to have the dispute dealt with under ACCA's arbitration scheme you agree that you will abide by the terms of the scheme, including terms as to the payment of fees and expenses in respect of the arbitration, and that you will accept and be bound by the arbitrator's decision. Details of the scheme can be found on ACCA's website at [http://www.accaglobal.com/content/dam/ACCA\\_Global/disc/complain/arbitration-scheme.pdf](http://www.accaglobal.com/content/dam/ACCA_Global/disc/complain/arbitration-scheme.pdf).

## 9 Reliance on Advice

9.1 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.

## 10 Retention of Records

10.1 During the course of our work we will collect information from you and others acting on your behalf and will return any original documents to you. You should retain documents and records relevant to your tax affairs for seven years from 31 January following the end of the tax year. This period may be extended if HM Revenue and Customs enquires into your tax return.

10.2 Whilst certain documents may legally belong to you, we intend to destroy correspondence and other papers that we store that are more than seven years old, other than documents which we consider to be of continuing significance. If you require retention of any document you must indicate that fact to us in writing at the time the documents are deposited with us.

10.3 Ownership of records is determined by case law. We have summarised below instances where documents, although retained by ourselves, will belong to you:

10.3.1 Where work is of a tax compliance nature, the entire tax file will be deemed to belong to you unless we have provided copies of all tax matters to you, e.g., the preparation and submission of accounts, returns, computations and VAT returns to HM Revenue and Customs, agreement of clients' tax liabilities, including those following "in depth" investigations.

10.3.2 Where a report is made on your behalf, to the authorities or for submission to the authorities, in connection with an accounts' investigation where we will be acting as agent, the report and supporting schedules will belong to you.

10.3.3 Where work is of a tax advisory nature, letters, reports or documents giving the advice belong to you.

10.4 If you cease to be a client and if we still hold any tax files, documents, papers and/or books that are your property, then at the expiry of seven years from you ceasing to be a client, we will write to your last known address inviting you to collect such documents. If such documents are not collected we will, under the terms of our engagement, be at liberty to destroy any such documents upon the seventh anniversary of your ceasing to be a client.

10.5 Tax files and other papers that are legally your property will be retained for 7 years or until your specific authority is obtained for their destruction.

10.6 All files and records that are our property will be retained in accordance with our formal file destruction policy, which is available for inspection upon request.

10.7 If a request is made by you to collect a file at the time the file is closed or prior to the expiration of the file's designated retention period, we will copy the file and retain the copy until the file's designated date of destruction.

10.8 The cost of copying the file is the responsibility of the firm. If a cost is payable to retrieve the file from storage, this is a disbursement chargeable to yourself.

10.9 The above relates to paper as well as electronic records.

## 11 Money Laundering Regulations

11.1 Under the terms of the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007, all practising accountants are required to request their clients to provide evidence of identity. The evidence which is required to verify your identity varies depending on whether you are an individual, a company or other organisation and we will notify you separately of the specific requirements in your case. Copies of such records will be retained by us for a period of at least five years after we cease to act for you.

11.2 It is our normal practice not to commence any work for you until you have provided the appropriate evidence of identity. Failure to provide acceptable proof of identity may result in us not commencing or ceasing to carry out professional services on your behalf.

11.3 In accordance with the Proceeds of Crime Act 2002 and Money Laundering Regulations 2007 you agree to waive your right to confidentiality to the extent of any report made, document provided or information disclosed to the Serious Organised Crime Agency (SOCA) and/or National Criminal Intelligence Service (NCIS) or successor bodies.

11.4 You also acknowledge that we are required to report directly to SOCA and/or NCIS (or successor bodies) 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.

## **12 Client Money**

12.1 We may, from time to time, hold money on your behalf. Such money will be held on trust in a client bank account, which is segregated from our own 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 [www.accaglobal.com](http://www.accaglobal.com).

12.2 Fees paid by you in advance for professional work to be performed and clearly identifiable as such shall not be regarded as client money.

12.3 You agree that we may deduct any outstanding fees owed by you from any monies we hold on your behalf in the client bank account.

## **13 Commissions or Other Benefits**

13.1 In some circumstances, commissions or other benefits may become payable to us in respect of transactions that we or our Associated Companies arrange for you, in which case you will be notified in writing of the amount and terms of payment. The same will apply where the payment is made to or the transaction is arranged by a person or business connected with ours or working under our instruction. The fees payable by you as described in clause 8 above will not take into account the benefit to us of such amounts. As far as allowed by legislation, you consent to such commission or other benefits being retained by us or, as the case may be, by our associates or any person or business connected with us or working under our instruction, without us or them being liable to account to you for any such amounts.

## **14 Quality Control and Confidentiality**

14.1 As part of our ongoing commitment to providing a quality service, some of our files may be subject to an independent review or disclosure to regulatory bodies in the exercise of their powers. These persons or bodies are highly professional and bound by the same requirements for confidentiality as we are. Wherever relevant, we will have signed confidentiality agreements in place with these persons.

14.2 There may be occasions when we would like to make it known that we act or have acted for you. For the avoidance of doubt, we will not disclose any confidential information about you, your activities or a particular transaction.

## **15 Conflicts of Interest**

15.1 We will inform you if we become aware of any conflict of interest in our relationship with you or in our relationship with you and another client. Where conflicts are identified, which cannot be managed in a way that protects your interests, we regret that we will be unable to provide further services.

15.2 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. Where possible this will be done on the basis of your informed consent. We reserve the right to act for other clients whose interests are not the same as or are adverse to yours, subject of course to the obligations of confidentiality referred to above.

## **16 Internal Disputes in your Business**

16.1 In the event of a dispute between the parties who own or are in some way involved in the ownership or management of your 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 such parties. We will continue to supply information to you at your normal address or by the normal means of communication we use for you.

16.2 If conflicting advice, information or instructions are received from different directors or principals in the business we will refer the matter to the board of directors or the partnership and take no further action until the board or partnership has agreed the action to be taken.

## **17 Poaching of Staff**

17.1 Like any other organisation, our staff, whether employed directly or otherwise, are our greatest asset and we rely on their dedication and expertise to deliver an excellent service to all our clients. To enable us to continue to provide a high level of service, you agree and covenant that you will not directly or indirectly attempt to solicit their services for the use or benefit of you, your business or any other organisation that you may be directly or indirectly associated with during your Contract with us and during the period of 12 months after the date of termination of the aforementioned Contract.

17.2 You agree and covenant with us that you will not use or attempt to utilise or engage or employ the services of any member of staff employed directly or indirectly (including sub-contractors) by us and/or our Associated Companies, or engaged by us or acting on our instructions during your Contract or during the period of 12 months after the date of termination of the Contract, save in so far as that person is doing work for us in pursuance of your Contract with us. You further agree that if you did so that would constitute a breach of this Contract entitling us to take legal action to recover any losses incurred by us. You further agree that such losses would be equivalent to not less than 12 months' gross salary of the staff member or sub-contractor in question.

## **18 Data Protection Act**

18.1 To enable us to discharge the services agreed under the LOE, and for other related purposes including updating and enhancing client records, analysis for management purposes and statutory returns, crime prevention and legal and regulatory compliance, we may

obtain, use, process and disclose personal data about you. Our use of this information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality. As required by law or otherwise agreed by the parties, data protection measures may be described in more detail in a data processing addendum, which will be made supplementary to these Terms ("Addendum"). In the event of any conflict between these Terms and the Addendum, the Addendum shall prevail. You have a right of access, under data protection legislation, to the personal data that we hold about you.

## **19 Communication**

19.1 As internet communications are capable of data corruption we do not accept any responsibility for changes made to such communications after their dispatch. For this reason it may be inappropriate to rely on advice contained in an email without obtaining written confirmation of it. All risks connected with sending commercially sensitive information relating to your business are borne by you and are not our responsibility. If you do not accept this risk, you should notify us in writing that email is not an acceptable means of communication.

19.2 Email may be used to enable us to communicate with you. As with any other means of delivery this carries with it the risk of inadvertent misdirection or non delivery. It is the responsibility of the recipient to carry out a virus check on any attachments received.

## **20 Termination**

20.1 Either you or we may terminate our agreement by giving the other not less than 30 days' notice in writing except where you fail to co-operate with us or we have reason to believe you have provided us or HMRC with misleading information, in which case we may terminate this agreement immediately.

20.2 In the event that this agreement is terminated we may agree with you arrangements for completion of work in progress but will not be required to do so. Any rights that have been acquired by us prior to termination will be enforceable by us notwithstanding termination; however we shall not be liable to you for any consequences which arise from the termination of this agreement. On termination we may invoice you in respect of any work we have performed for you or services provided to you whether or not we have previously rendered an invoice in respect of the same and payment of such invoice will be due upon presentation.

## **21 Help us to give you the right service**

21.1 At Adams & Moore we set ourselves very high standards. We pride ourselves on our proactive flexible approach, which to date has won us many friends. We aim to be transparent in our dealings and to liaise with you about your affairs as often as necessary.

21.2 If at any time you would like to discuss with us how our services to you could be improved, or if you are dissatisfied with the services you are receiving, please set out your comments in writing to the Practice Manager or the Office Manager. We undertake to look into any complaint carefully and promptly and to do all we can to resolve the issue to your satisfaction. If we have given you a less than satisfactory service, we undertake to do everything reasonable to put it right. If we do not answer your complaint to your satisfaction

you may take up the matter with the Association of Chartered Certified Accountants.

## **22 Intellectual Property Rights**

22.1 We retain all intellectual property rights in everything developed by us before or during this engagement. We also retain all intellectual property rights in reports, written advice or other materials prepared by us.

## **23 Liens**

23.1 Insofar as we are 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.

## **24 Changes to Standard Terms of Business and Terms of Service Provision**

24.1 In common with most businesses, it is necessary from time to time to review our Terms to reflect changing commercial and regulatory requirements. You agree that we may change these Terms and the Service Terms and that your Contract with us will be varied in accordance with any such changes. Copies of the up-to-date Terms and Service Terms are available on our website at [www.adamsandmoore.co.uk/terms](http://www.adamsandmoore.co.uk/terms). We may additionally inform you of changes to these Terms and the Service Terms in writing or by email but we are not required to do so. If you require an up-to-date copy of the Terms or Service Terms sent to you by post, please contact us. You agree that it is your responsibility to ensure you are aware of any changes to these Terms and the Service Terms and that by continuing to engage us you have agreed to those changes.

## **25 Applicable Law**

25.1 These Terms, our Service Terms and LOEs are governed by and construed in accordance with English and Welsh law. Subject to clause 8.9 above, the Courts of England and Wales will have exclusive jurisdiction in relation to any claim, dispute or difference concerning these Terms, our Terms of Service and LOE and any matter arising from them and each party irrevocably waives any right it may have 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.

25.2 All work performed is conducted in accordance with current legislation. We cannot be held responsible for future development and changes in legislation. References in these Terms to statute or statutory provisions includes a reference to that statute or statutory provision as from time to time amended.

25.3 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.

25.4 If any provision in these Terms or in a LOE is held to be void or unenforceable such provision shall be severed and shall be inoperative, and the remainder of the Contract shall remain operative and enforceable.

25.5 The headings or titles in these Terms are for reference only and shall not in any way affect the interpretation of these Terms.