



# Simply Accounts & Tax

Chartered Certified Accountants  
& Registered Auditors

Epsilon House  
Ransomes Europark  
Ipswich  
Suffolk  
IP3 9FJ

T: 01394 366007 / 01473 851605  
E: [office@simplyaccountsandtax.co.uk](mailto:office@simplyaccountsandtax.co.uk)  
[www.simplyaccountsandtax.com](http://www.simplyaccountsandtax.com)

## Terms and conditions

### 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 Ethical guidelines

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

### 3 Fees

- 3.1 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.
- 3.2 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.
- 3.3 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.
- 3.4 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.
- 3.5 Our normal hourly rates are available on request. These will be increased annually.
- 3.6 We will bill annually and our invoices will be 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.
- 3.7 Unless otherwise agreed to the contrary our fees do not include the costs of any third party, counsel or other professional fees.
- 3.8 It is our normal practice to ask clients to pay by monthly direct debit and to periodically adjust the monthly payment by reference to actual billings.
- 3.9 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.
- 3.10 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.
- 3.11 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.

- 3.12 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.
- 3.13 It is our normal procedure not to file accounts or returns with HMRC or Companies House until our fees have been settled.

#### **4 Client monies**

- 4.1 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 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).
- 4.2 Fees paid by you in advance for professional work to be performed and clearly identifiable as such shall not be regarded as clients' monies.

#### **5 Internal disputes**

- 5.1 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 original place and persons on appointment. If conflicting advice, information or instructions are received from different individuals of the business we will refer the matter back to the board/owners and take no further action until they have agreed the action to be taken.

#### **6 Investment services**

- 6.1 Investment business is regulated under the Financial Services and Markets Act 2000.
- 6.2 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 Services Authority or licensed by a Designated Professional Body as we are not.

#### **7 Commissions or other benefits**

- 7.1 In some circumstances, commissions or other benefits may become payable 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 payment.

#### **8 Retention of records**

- 8.1 During the course of our work we may collect information from you and others relevant to your affairs. We will return any relevant documents to you if requested. Documents and records relevant to your 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

- 6 years from the end of the accounting period;

- 8.2 Whilst certain documents may legally belong to you we may destroy correspondence and other papers that we store, electronically or otherwise, which are more than 7 years old. You must tell us if you require the return or retention of any specific documents for a longer period.

## **9 Notification**

- 9.1 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).

## **10 Timetable**

- 10.1 The services we undertake to perform for you will be carried out on a timescale to be determined between us on an ongoing basis.
- 10.2 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.

## **11 Third parties**

- 11.1 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.
- 11.2 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.

## **12 Contracts (Rights of Third Parties) Act 1999**

- 12.1 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. 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. 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.

## **13 Confidentiality**

- 13.1 Communication between us is confidential and we shall take all reasonable steps to keep confidential your information except where we are required to disclose it by law, by regulatory bodies, by our insurers or as part of an external peer review. Unless we are authorised by you to disclose information on your behalf this undertaking will apply during and after this engagement.
- 13.2 We may, on occasions, subcontract work on your affairs to other tax or accounting professionals. The subcontractors will be bound by our client confidentiality terms.
- 13.3 We reserve the right, for the purpose of promotional activity, training or for other business purpose, to mention that you are a client. As stated above we will not disclose any confidential information.

## **14 Quality of service**

- 14.1 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 Simon Sturman.
- 14.2 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.

## **15 Communication**

- 15.1 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.
- 15.2 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 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.
- 15.3 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.
- 15.4 We use electronic approval for documents to be filed with, and not limited to, HMRC and Companies House.

## **8. Applicable law**

- 8.1 This engagement letter, the schedule of services and our standard terms and 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 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.

## **9. Data Protection Act 1998**

- 9.1 We confirm that we will comply with the provisions of the Data Protection Act 1998 when processing personal data about you and your family. In order to carry out the services of this engagement and for related purposes such as updating and enhancing our client records, analysis for management purposes and statutory returns, legal and regulatory compliance and crime prevention we may obtain, process, use and disclose personal data about you.

## **10. Money Laundering Regulations 2007**

- 10.1 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).
- 10.2 You also acknowledge that we are required to report directly to SOCA 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.
- 10.3 As a specific requirement of the Money Laundering Regulations we may require you to produce evidence of identity. Copies of such records will be maintained by us for a period of at least five years after we cease to act for the business.
- 10.4 As with other professional services firms, we are required to identify our clients for the purposes of the UK anti-money laundering legislation. We may request from you, and retain, such information and documentation as we require for these purposes and/or make searches of appropriate databases.

## **19 Implementation**

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

## **20 Intellectual property rights**

- 20.1 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.

## **21 Interpretation**

- 21.1 If any provision of the engagement letter or schedules is held to be void, then that provision will be deemed not to form part of this contract.
- 21.2 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.

## **22 Lien**

- 22.1 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.

## **23 Limitation of liability**

- 23.1 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 wilful default. Our liability is further limited to the lower of £50,000 and 10 times the related fee invoiced.

### **23.2 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.

### **23.3 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.

### **23.4 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 wilful 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.

### **23.5 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 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.

### **23.6 Limitation of aggregate liability**

We have discussed and agreed a limitation in our aggregate liability to you and any third parties which we both regard as fair and reasonable in the circumstances of this assignment. The aggregate liability, to you and any third party and whether in contract, tort or otherwise of this firm, its partners, employees and agents for any losses in any way connected with any of the services provided to you under the terms of this letter of engagement (and including interest) shall not exceed the amount stated in the engagement covering letter.

## **24 Reliance on advice**

- 24.1 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.

## **25 Conflicts of interest**

- 25.1 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 then we regret that we will be unable to provide further services.
- 25.2 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.

## **26 Period of engagement and termination**

- 26.1 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.
- 26.2 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.
- 26.3 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.

## **27 Disengagement**

- 27.1 Should we resign or be requested to resign a disengagement letter will be issued to ensure that our respective responsibilities are clear.
- 27.2 Should we have no contact with you for a period of 12 months or more we may issue a disengagement letter and hence cease to act.

# GDPR PRIVACY NOTICE

## 1. PURPOSE OF THIS NOTICE

This notice describes how we collect and use personal data about you, in accordance with the General Data Protection Regulation (GDPR), the Data Protection Act [1998 OR 2018] and any other national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK ('Data Protection Legislation').

Please read the following carefully to understand our practices regarding your personal data and how we will treat it.

## 2. ABOUT US

Simply Accounts & Tax Limited / Simply Probate Services Limited are accountancy and tax advisory firm. We are registered in England and Wales as a company under the numbers: 07485632 and 09904089 and our registered office is at Epsilon House, Ransomes Europark, Ipswich, Suffolk. IP3 9FJ.

For the purpose of the Data Protection Legislation and this notice, we are the 'data controller'. This means that we are responsible for deciding how we hold and use personal data about you. We are required under the Data Protection Legislation to notify you of the information contained in this privacy notice.

We have appointed a Data Protection Officer. Our Data Protection Officer is our Data Protection Point of Contact and is responsible for assisting with enquiries in relation to this privacy notice or our treatment of your personal data. Should you wish to contact our Data Protection Point of Contact you can do so using the contact details noted at paragraph 12 (Contact Us), below.

## 3. HOW WE MAY COLLECT YOUR PERSONAL DATA

We obtain personal data about you, for example, when:

- you request a proposal from us in respect of the services we provide;
- you OR your employer OR our clients engages us to provide our services and also during the provision of those services;
- you contact us by email, telephone, post [r social media (for example when you have a query about our services);
- from third parties and/or publicly available resources (for example, from your employer or from Companies House)

## 4. THE KIND OF INFORMATION WE HOLD ABOUT YOU

The information we hold about you may include the following:

- your personal details (such as your name and/or address);
- details of contact we have had with you in relation to the provision, or the proposed provision, of our services;
- details of any services you have received from us;
- our correspondence and communications with you;
- information about any complaints and enquiries you make to us;
- information from research, surveys, and marketing activities;

- Information we receive from other sources, such as publicly available information, information provided by your employer

## 5. HOW WE USE PERSONAL DATA WE HOLD ABOUT YOU

We may process your personal data for purposes necessary for the performance of our contract with you and to comply with our legal obligations.

We may process your personal data for the purposes necessary for the performance of our contract with our clients. This may include processing your personal data where you are an employee, subcontractor, supplier or customer of our client.

We may process your personal data for the purposes of our own legitimate interests provided that those interests do not override any of your own interests, rights and freedoms which require the protection of personal data. This includes processing for marketing, business development, statistical and management purposes.

We may process your personal data for certain additional purposes with your consent, and in these limited circumstances where your consent is required for the processing of your personal data then you have the right to withdraw your consent to processing for such specific purposes.

Please note that we may process your personal data for more than one lawful basis depending on the specific purpose for which we are using your data.

### **Situations in which we will use your personal data**

We may use your personal data in order to:

- carry out our obligations arising from any agreements entered into between you OR your employer and us (which will most usually be for the provision of our services);
- carry out our obligations arising from any agreements entered into between our clients and us (which will most usually be for the provision of our services) where you may be a subcontractor, supplier or customer of our client;
- provide you with information related to our services and our events and activities that you request from us or which we feel may interest you, provided you have consented to be contacted for such purposes;
- seek your thoughts and opinions on the services we provide; and
- notify you about any changes to our services.

In some circumstances we may anonymise or pseudonymise the personal data so that it can no longer be associated with you, in which case we may use it without further notice to you.

If you refuse to provide us with certain information when requested, we may not be able to perform the contract we have entered into with you. Alternatively, we may be unable to comply with our legal or regulatory obligations.

We may also process your personal data without your knowledge or consent, in accordance with this notice, where we are legally required or permitted to do so.

### **Data retention**

We will only retain your personal data for as long as is necessary to fulfil the purposes for which it is collected.

When assessing what retention period is appropriate for your personal data, we take into consideration:

- the requirements of our business and the services provided;

- any statutory or legal obligations;
- the purposes for which we originally collected the personal data;
- the lawful grounds on which we based our processing;
- the types of personal data we have collected;
- the amount and categories of your personal data; and
- whether the purpose of the processing could reasonably be fulfilled by other means.

### **Change of purpose**

Where we need to use your personal data for another reason, other than for the purpose for which we collected it, we will only use your personal data where that reason is compatible with the original purpose.

Should it be necessary to use your personal data for a new purpose, we will notify you and communicate the legal basis which allows us to do so before starting any new processing.

## 6. DATA SHARING

### **Why might you share my personal data with third parties?**

We will share your personal data with third parties where we are required by law, where it is necessary to administer the relationship between us or where we have another legitimate interest in doing so.

### **Which third-party service providers process my personal data?**

“Third parties” includes third-party service providers. The following activities are carried out by third-party service providers: IT and cloud services, professional advisory services, administration services, marketing services and banking services.

All of our third-party service providers are required to take commercially reasonable and appropriate security measures to protect your personal data. We only permit our third-party service providers to process your personal data for specified purposes and in accordance with our instructions.

### **What about other third parties?**

We may share your personal data with other third parties, for example in the context of the possible sale or restructuring of the business. We may also need to share your personal data with a regulator or to otherwise comply with the law.

## 7. TRANSFERRING PERSONAL DATA OUTSIDE THE EUROPEAN ECONOMIC AREA (EEA)

We may transfer the personal data we collect about you outside of the EEA.

## 8. DATA SECURITY

We have put in place commercially reasonable and appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected data security breach and will notify you and any applicable regulator of a suspected breach where we are legally required to do so.

## 9. RIGHTS OF ACCESS, CORRECTION, ERASURE, AND RESTRICTION

### Your duty to inform us of changes

It is important that the personal data we hold about you is accurate and current. Should your personal information change, please notify us of any changes of which we need to be made aware by contacting us, using the contact details below.

### Your rights in connection with personal data

Under certain circumstances, by law you have the right to:

- Request access to your personal data. This enables you to receive details of the personal data we hold about you and to check that we are processing it lawfully.
- Request correction of the personal data that we hold about you.
- Request erasure of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have exercised your right to object to processing (see below).
- Object to processing of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this basis. You also have the right to object where we are processing your personal information for direct marketing purposes.
- Request the restriction of processing of your personal data. This enables you to ask us to suspend the processing of personal data about you, for example if you want us to establish its accuracy or the reason for processing it.
- Request the transfer of your personal data to you or another data controller if the processing is based on consent, carried out by automated means and this is technically feasible.

If you want to exercise any of the above rights, please email our data protection point of contact Simon Sturman at [simon@simplyaccountsandtax.co.uk](mailto:simon@simplyaccountsandtax.co.uk)

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request for access is clearly unfounded or excessive. Alternatively, we may refuse to comply with the request in such circumstances.

We may need to request specific information from you to help us confirm your identity and ensure your right to access the information (or to exercise any of your other rights). This is another appropriate security measure to ensure that personal information is not disclosed to any person who has no right to receive it.

## 10. RIGHT TO WITHDRAW CONSENT

In the limited circumstances where you may have provided your consent to the collection, processing and transfer of your personal data for a specific purpose (for example, in relation to direct marketing that you have indicated you would like to receive from us), you have the right to withdraw your consent for that specific processing at any time. [To withdraw your consent, please [email our data protection point of contact Simon Sturman at [simon@simplyaccountsandtax.co.uk](mailto:simon@simplyaccountsandtax.co.uk)

Once we have received notification that you have withdrawn your consent, we will no longer process your personal information (personal data) for the purpose or purposes you originally agreed to, unless we have another legitimate basis for doing so in law.

## 11. CHANGES TO THIS NOTICE

Any changes we may make to our privacy notice in the future will be provided to you.

This privacy notice was last updated on 26 April 26, 2018.

## 12. CONTACT US

If you have any questions regarding this notice or if you would like to speak to us about the manner in which we process your personal data, please email our *Data Protection Point of Contact* Simon Sturman at [simon@simplyaccountsandtax.co.uk](mailto:simon@simplyaccountsandtax.co.uk)

You also have the right to make a complaint to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues, at any time. The ICO's contact details are as follows:

Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF

Telephone - 0303 123 1113 (local rate) or 01625 545 745

Website - <https://ico.org.uk/concerns>