

# ***TERMS OF BUSINESS***

The following terms of business apply to all engagements accepted by Huw Aled Accountants Ltd. All work is carried out under these terms except where changes are expressly agreed in writing.

Huw Roberts is licensed by the Chartered Institute of Management Accountants to work in practice. Aled Wyn Thomas is licensed by the Institute of Chartered Accountants in England Wales to work in practice.

Huw and Aled follow the fundamental principles in the Code of Ethics which states "An Authorised Individual has a continuing duty to maintain professional knowledge and skill at the level required to ensure that a client or employer receives competent professional service based on current developments in practice, legislation and techniques. An Authorised Individual should act diligently and in accordance with applicable technical and professional standards when providing professional services."

We operate a totally non-prejudicial policy in relation to religious, racial, sexual or any other form of discrimination.

## **APPLICABLE LAW**

Our engagement letter, the schedules of services and our standard terms and conditions of business are governed by and should be construed in accordance with English law.

## **CONFIDENTIALITY**

Unless we are authorised by you to disclose information on your behalf, we confirm that if you give us confidential information we will, at all times during and after this engagement, keep it confidential. Information will be provided to HMRC and Companies House as required. References for loans and mortgages will be provided upon request.

When we use external or cloud based systems, we will ensure confidentiality of your information is maintained.

## **DATA PROTECTION**

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

We shall process the client personal data in order to provide our services to you and perform any other obligations in accordance with our engagement with you.

All work is carried out in strict confidence.

No personal details will ever be supplied to other parties without the consent of the client.

At the request of the client, personal data will be transferred when information and documents are submitted to public bodies such as HMRC.

# ***TERMS OF BUSINESS (continued)***

When working with solicitors or other professional firms, information will only be forwarded to trusted third parties with the agreement of the client.

Information will only be supplied to third parties such as mortgage references at the request of the client.

Electronic Anti Money Laundering checks will be performed on all new clients, as they are required by our regulatory bodies.

If you wish to opt-out of receiving our monthly newsletters or any other type of online information from us, please let us know.

## **FEES AND PAYMENT TERMS**

Our fees will be calculated on the basis of the hours worked at a rate of £150 per hour plus VAT, and £30 per hour plus VAT for clerical work when required. A full timesheet will be kept and made available at any stage.

An approximate quotation may be provided at the commencement of work, however this is a guide only. The work will take whatever it takes to complete the task to the highest professional standard, and some tasks may be more complicated, depending on the nature of the work.

We will bill at the end of any particular task. We request that invoices are paid upon presentation, once the accounts/tax returns have been signed by you.

## **HELP US TO GIVE YOU THE BEST SERVICE**

We are committed to providing you with a high-quality service that is both efficient and effective. If, at any point you would like to discuss with us how our service to you could be improved, or if you are dissatisfied with the service you are receiving, please let us know by contacting Huw Roberts or Aled Wyn Thomas.

We will consider carefully any complaint you may make about our service as soon as we receive it and do all we can to explain the position to you. We will acknowledge your letter within five business days of its receipt and endeavour to deal with your complaint within eight weeks.

If we do not answer your complaint to your satisfaction, you may, of course, take up the matter with our professional bodies, ICAEW and CIMA.

## **PROFESSIONAL RULES AND STATUTORY OBLIGATIONS**

We will observe and act in accordance with the Bye-laws, regulations and Code of Ethics of ICAEW and CIMA, and will accept instructions to act for you on this basis.

## **RELIANCE ON ADVICE**

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.

# ***TERMS OF BUSINESS (continued)***

## **RETENTION OF PAPERS**

You have a legal responsibility to retain documents and records relevant to your financial affairs. During the course of our work we may collect information from you and others relevant to your tax and financial affairs. We will return any original documents to you. Documents and records relevant to your tax affairs will be kept for 6 years.

## **THE PROVISION OF SERVICES REGULATIONS 2009**

Our professional indemnity insurer is Square Mile Underwriting of Lloyd's of London. The insurance complies with the Professional Indemnity Regulations of CIMA and the ICAEW.

## **ALTERNATE ARRANGEMENTS**

If for any reason, we are unable to run our practice, we have made arrangements for the continuation of services to clients. The alternate appointed by this firm is Mr Laurence Cohen, Gordon Down and Co, Temple Court, 13 Cathedral Road, Cardiff, CF11 9HA, 029 2078 6633.