



# PEARSON & ASSOCIATES

## P&A Accountants Limited

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

We will observe the bye-laws, regulations and ethical guidelines of the Institute of Chartered Accountants in England and Wales and accept instructions to provide services to you on the basis that we will act in accordance with them. You can see copies of these requirements in our offices. The requirements are also available on the internet at [www.icaew.co.uk/membershandbook](http://www.icaew.co.uk/membershandbook).

Our work is not, unless there is a legal or regulatory requirement, to be made available to third parties without our written permission and we will accept no responsibility to third parties for any aspect of our professional services or work that is made available to them.

### FINANCIAL SERVICES

If during the provision of professional services to you, you need advice on investments, pensions, protection policies or other financial products we may refer you to P&A Financial Services Limited which is authorised by the Financial Services Authority, as we are not.

In some circumstances we may receive commissions or other benefits for introductions to other professionals or transactions we arrange for you. In this case we will notify you in writing of the amount, the terms of payment and receipt of any such commissions or benefits. You agree that we can retain the commission or other benefits without being liable to account to you for any such amounts.

### RETENTION OF DOCUMENTS

During our work we will collect information from you and others acting on your behalf and will return any original documents to you following completion of the work. You should check the requirements of HM Revenue & Customs and other authorities but we recommend that you retain them for 6 years.

Whilst certain documents may legally belong to you, unless you tell us not to, we intend to destroy correspondence and other papers once they have been scanned by us and stored digitally on our systems, except documents we think may be of continuing significance. You must tell us if you wish us to keep any original document.

### CONFLICTS OF INTEREST

We reserve the right during our engagement with you to deliver services to other clients whose interests might compete with yours or are or may be adverse to yours. We confirm that we will notify you immediately should we become aware of any conflict of interest involving us and affecting your business.

### CONFIDENTIALITY

We confirm that where you give us confidential information we shall at all times keep it confidential, except as required by law or as provided for in regulatory, ethical or other professional statements relevant to our engagement.

To enable us to discharge the services agreed under our engagement, 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, the business its officers and employees. We confirm when processing data on your behalf we will comply with the relevant provisions of the Data Protection Act 1998.

In common with all accountancy practices the company is required by the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2003 to have identification procedures for all new clients, maintain records of identification evidence, and report in accordance with the relevant legislation and regulations.

### COMPLAINTS

We wish to provide a high quality of service at all times. If at any time you would like to discuss with us how we could improve our service, or if you are dissatisfied with the service you are receiving please let us know by contacting Alex Howarth.

We will look into any complaint carefully and promptly and do all we can to explain the position to you. If we have given you a less than satisfactory service we undertake to do everything reasonable to put it right. If you are still not satisfied you may of course refer the matter to our Institute.



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## THIRD PARTIES

Only someone who is a party to this agreement has the right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. This clause does not affect any right or remedy that exists independently of the Act.

The advice we give you is for your sole use and is confidential to you and will not constitute advice for any third party to whom you may communicate it. We will accept no responsibility to third parties for any aspect of our professional services or work that is made available to them.

## COMMUNICATION

We will communicate with you or any person who is a director of the company or partner in the business at the time. That person will represent the business and will be responsible for keeping all other directors or partners informed as he/she feels appropriate. We will not be responsible for disseminating information to all directors or partners.

We may communicate with you by email. As with other means of delivery this carries with it the risk of inadvertent misdirection, interception or non-delivery. The recipient is responsible for carrying out a virus check on attachments.

Internet communications may be corrupted, and, we accept no responsibility for changes to such communications after their despatch. We do not accept responsibility for any errors or problems that may arise through the use of the internet, and you must accept all risks connected with sending commercially sensitive information relating to the company. If you do not accept this risk, you should notify us in writing that email is not acceptable to you.

## OUR CHARGES

Our fees are agreed and fixed in advance of any service being performed. Fees are collected by monthly standing order and are on a 'pay as you go' basis. If either you or we decide to terminate the provision of a service then standing order payments will also be terminated. The fees are not tied to any accounting, tax or service period. If there is ongoing work which you wish us to complete you must continue making your monthly payments until such time as our services are no longer required.

If we need to do work outside the responsibilities relating to services being paid for by monthly standing order, we will advise you in advance as this will involve additional fees to be invoiced. Invoiced fees are payable 15 days from the date of the invoice.

We reserve the right to charge interest on overdue accounts at the current rate under the Late Payment of Commercial Debts (Interest) Act 1998. We also reserve the right to terminate our engagement and cease acting if payment of any fees billed is unduly delayed.

## GOVERNING LAW

Our engagement with you is governed by, and interpreted in accordance with, English law. The Courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning our engagement letter and terms of business and any matter arising from or under them. 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 inconvenient forum, or to claim that those courts do not have jurisdiction.