

These Terms and Conditions apply to all Services provided by PRV Accounting LTD, of the Office 3, 2 Cheyne Walk, Northampton, NN1 5PU(referred to as “we/us/our”).

1. Definitions and Interpretation

- 1.1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:
“Client/you/your” means the business detailed in our letter of engagement to which our Services are to be supplied. Where any individual enters into the Contract on behalf of a business, that person confirms that they have the authority to contractually bind and enter into the Contract on behalf of the business and the business will be the Client in the context of the Contract;
“Contract” means the legally binding agreement formed as detailed in clause 2 for our provision of the Services, which constitutes our entire scope of works and will incorporate and be subject to these Terms and Conditions;
“Proposal” means our proposal to carry out the Services, which unless otherwise stated, remains open for acceptance for a period of 30 days; and
“Services” means the accountancy services to be provided by us to you.
- 1.2. Unless the context otherwise requires, each reference in these Terms and Conditions to:
 - 1.2.1. “writing/written” includes emails and similar communications;
 - 1.2.2. a statute or a provision of a statute refers to that statute or provision as may be amended or re-enacted at the relevant time;
 - 1.2.3. “Terms and Conditions” refers to these Terms and Conditions as may be amended or supplemented at the relevant time;
 - 1.2.4. a clause refers to a clause of these Terms and Conditions; and
 - 1.2.5. “Party/Parties” refer to the parties to these Terms and Conditions.
- 1.3. The headings used in these Terms and Conditions are for convenience only and will have no effect upon their interpretation.
- 1.4. Words imparting the singular include the plural and vice versa. References to persons include corporations.

2. The Contract

- 2.1. We will submit a written Proposal to you based on the information shared by you with regards to the Services you require.
- 2.2. Upon your acceptance of the Proposal, we will send you a letter of engagement, confirming the Services we will be providing and our fees. A legally binding Contract will be formed once you sign our letter of engagement or request (electronically or otherwise) that we commence providing our Services. These Terms and Conditions, together with the letter of engagement, will form the binding and entire Contract between you and us.
- 2.3. No terms or conditions stipulated or referred to by you in any form whatsoever will in any respect vary or add to these Terms and Conditions unless we agree otherwise in writing.
- 2.4. You are responsible for the accuracy of any information submitted to us and for ensuring that the Services to be provided reflect your requirements. Our Proposal and subsequent letter of engagement are based on the information you provided to us when we prepared them. If any errors or discrepancies become evident, we reserve the right to make adjustments accordingly.

3. Anti-Money Laundering Legislation

- 3.1. All accountants must comply with all current anti-money laundering legislation, including the Proceeds of Crime Act 2002, the Terrorism Act 2000, the Money Laundering Regulations 2017 and any subsequent amendments to them.
- 3.2. Before we can act for you, you will need to provide us with a utility bill dated within the last three months, a passport or driving licence of all named directors and your company’s certificate of incorporation, where applicable, along with your company’s current address and business details. At any time, we may also need to obtain evidence confirming the identities of third parties, the source of any money or funding of property or other assets, and other matters.
- 3.3. We will retain this information and documentation as necessary and/or will make searches of appropriate databases. If we are not able to obtain satisfactory evidence of your identity, we will not be able to proceed with the engagement.
- 3.4. We assume that our clients are honest and law abiding. However, if at any time we have grounds to suspect that crime is being committed (even if you are honest in your dealings but your money, property or assets represent a benefit from someone else’s crime), we are obliged to make a report to the National Crime Agency (“NCA”). We are prohibited by the legislation from telling you that we have done this. In such circumstances, we cannot do any work for your company without consent from the NCA.
- 3.5. We will not be liable for any loss suffered by you or any third party as a result of our compliance with anti-money laundering or other legislation.

4. Our Services

- 4.1. The Services to be provided and fees are listed in our letter of engagement.
- 4.2. All Services will be carried out during our normal business hours of 9am – 5pm, Monday to Friday excluding bank holidays in England, unless otherwise agreed in writing. Any works required outside of our normal business hours will incur additional costs.
- 4.3. Our Services will be carried out in accordance with generally accepted accounting standards from the information provided to us by you and/or by others on your behalf.
- 4.4. If we have agreed in our letter of engagement to prepare your accounting records, we will prepare and maintain these and such related financial information necessary to compile your draft annual accounts, which we will send to you for your approval. We will:
 - 4.4.1. record, complete and maintain information concerning receipts, invoices, payments, sales and balances;
 - 4.4.2. allocate payment records as instructed and if this is not forthcoming, as we deem appropriate;
 - 4.4.3. maintain and extract a detailed summary of balances;
 - 4.4.4. reconcile monthly/quarterly management accounts and payments and sales with the bank statements at agreed intervals;
 - 4.4.5. prepare draft accounting records for your approval.
- 4.5. If we have agreed in our letter of engagement to manage your payroll, we will rely upon you having carried out all relevant due diligence checks that your employees are legally entitled to work, are suitable, fit and proper persons for their role and responsibilities. We will maintain your payroll records and prepare your payroll and year end returns, but can only prepare such work upon your provision of all relevant information, which we will rely on as being true and correct. This includes, but is not limited to: personal details of all your employees, including name, home address, National Insurance number, all “Real Time Information (RTI)” and notice of any changes; details of all new workers and details of their remuneration; P45s, P46s and equivalent; employees’ status, hours worked, rates of pay and the date and details of any changes; pension schemes, deductions and previous tax codes which apply and any subsequent changes; notice of sickness absence; notice of maternity, paternity, adoption or similar leave periods; notice of resignations and relevant termination arrangements; written authorisation that we can approach third parties to obtain necessary information where applicable.
- 4.6. We are not authorised to provide pension advice and it is your responsibility to choose an appropriate pension scheme, review its suitability and obtain independent advice, including guidance issued by the Pensions Regulator. We can only provide our Services based on the pension deductions you provide. You are responsible for conveying all relevant information to the trustees or managers of the pension scheme within the statutory period, ensuring your payroll and pension records are correct, making pension contributions on time, holding the RTI on your employees and their opting in or out requests, providing the statutory information to all workers, filing a declaration of compliance as required by the Pensions Regulator and re-enrolling all eligible workers as necessary.
- 4.7. If we have agreed in our letter of engagement to prepare your VAT returns, please note that your company and directors will remain responsible for VAT returns being submitted in accordance with the strict rules and time limits, as well as any other statutory responsibilities. You will be responsible for forwarding to us all VAT records, ensuring all valid VAT invoices are received, ratings are correctly applied, non-business expenditure is clearly marked, and expense payments and supplies are recorded and forwarded to us. We will make completed returns available to you on request. You are responsible for monitoring your monthly turnover to establish whether you are liable to register for VAT. If you exceed the VAT registration threshold, and wish us to assist you in notifying HMRC of your liability to be VAT registered, you will need to notify us of this in good time to enable a VAT registration form to be submitted.
- 4.8. We will keep and maintain records of work completed and make them available to you upon request, provide regular reports on the progress of any work being completed on your behalf, and raise any issues or concerns that may be found during the term of our engagement.
- 4.9. We will request agent authorisation to allow us to speak with HMRC on behalf of you or your company. We have to request authorisation for each type of tax we handle. You will need to provide us with the authorisation codes upon receipt; these codes have a 28-day expiry. Failure to provide these codes will delay our ability to communicate with HMRC.
- 4.10. You give us the authority to correct errors made by HMRC where we become aware of them.
- 4.11. Advice given orally is not intended to be relied upon unless confirmed in writing.
- 4.12. You are responsible for determining whether the company meets the conditions for exemption from an audit. We will not be carrying out any audit work and/or verifying your company’s assets and liabilities and/or the items of expenditure and income. Any accounts we prepare will

- include a report that we have not carried out an audit. This report must remain attached to any accounts shown to any other parties.
- 4.13. If we identify that your accounts or records do not conform to generally accepted accounting principles or standards, we will inform you and suggest amendments be made. We have a professional responsibility not to allow our name to be associated with accounts that may be misleading. In extreme cases, where this matter cannot be resolved, we will terminate the Contract in accordance with clause 12.
- 4.14. You are responsible for making payment of all taxes, pensions and other obligations.
- 4.15. We will not be responsible for any penalty that you may incur as a result of your failure to supply information to us, approve information provided by us and/or make payments to the relevant authorities in time.
- 4.16. You are responsible for the detection of irregularities and fraud. We do not undertake to discover any shortcomings in your systems or any irregularities on the part of your employees or others, although we will advise you of any that we encounter in preparing your accounts, unless prohibited from doing so by the anti-money laundering legislation.
- 4.17. You will need to keep us informed of changes in your or the company's circumstances that could affect the Services we are providing. If you are unsure whether the change is material or not, please let us know so that we can assess its significance.
- 4.18. If you wish to vary the Services to be provided, please give us a minimum of 30 days' written notice. We will endeavour to make any required changes and any additional costs incurred as a result will be chargeable.

5. Software

- 5.1. If we are providing you with licences to use certain software Nomisma solutions, this will be subject to the Software provider's separate terms and conditions, and a separate contractual relationship will be created between you and this third party.
- 5.2. We do not warrant that your use of the Software will be uninterrupted or error-free; nor that the Software, and/or the information obtained by you through the Software will meet your requirements.
- 5.3. We are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Software may be subject to limitations, delays and other problems inherent in the use of such communications.
- 5.4. We will give you full access to the Software. If, however, you (or any third party nominated by you) change and/or delete any data:
- 5.4.1. you will be responsible for the legality, reliability, integrity, accuracy and quality of all data inputted to, or changed within, the Software;
- 5.4.2. we cannot be held responsible for incorrect reporting or results obtained from the Software, due to changes that may be made to the data outside of our control; and
- 5.4.3. you will be liable for, and will indemnify us in respect of, any loss or alteration to the data arising directly or indirectly from your use of the Software or any third party authorised by you.

6. Your Obligations

- 6.1. You are responsible for ensuring that the company complies with all laws and regulations that apply to its activities, and for preventing non-compliance and detecting any that occurs.
- 6.2. Furthermore, where you are a director, you have a duty to prepare financial statements that comply with the Companies Act 2006 and applicable accounting standards. If we find that the financial statements do not conform to generally accepted accounting principles, or if the accounting policies adopted are not immediately apparent, we must disclose this in the financial statements.
- 6.3. You agree to:
- 6.3.1. ensure that records of your business activities are correct and maintained to meet the requirements of regulatory authorities;
- 6.3.2. disclose all relevant information to us in a timely manner to enable us to provide our Services. In the case of any statutory deadline, we need all relevant information and approvals from you no later than 1 month before the deadline;
- 6.3.3. maintain records of all receipts, sales invoices, purchase invoices, payments, stock, bank statements and other relevant documentation and allow us full and free access to these financial and other records held by yourselves or third parties.

7. Fees and Payment

- 7.1. Our fees will be as specified in our letter of engagement. All prices quoted are expressed exclusive of VAT, where applicable.
- 7.2. Payment will be due monthly in advance, by BACS or standing order.
- 7.3. One-off projects will be invoiced on completion. However, we reserve the right to request payment up front or in advance at our discretion and will specify this in the Proposal.

- 7.4. We reserve the right to review and adjust our fees and payment method at any time and will give you 30 days' written notice of any such changes.
- 7.5. All invoices are payable strictly within 7 days of the date of invoice, in pounds sterling, without set-off, withholding or deduction.
- 7.6. In addition, you will be required to reimburse us for any additional Services we may provide at your request, or for any expense we incur due to your failure to meet any of your obligations under the Contract. We also reserve the right to charge for mileage and expenses where we are asked to attend meetings away from our premises.
- 7.7. If you cancel a pre-arranged meeting without providing us with at least 24 hours' notice, we reserve the right to charge for any costs incurred by us as a result.
- 7.8. Time for payment is of the essence of the Contract. If you fail to make payment in full by the due date then, without prejudice to any other rights which we may have, we will have the right to suspend the Services, and charge interest from the due date until payment is made in full, both before and after judgment, at the rate of 8% per annum above the Bank of England base rate from time to time in force, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. We also reserve the right to charge for any costs we incur in attempting to recover any outstanding debt.
- 7.9. In the event of non-payment of our fees, we may exercise a right of lien over the books and records in our possession and withhold the documents until such time as payment of all fees owed to us is received in full.
- 7.10. Where the Client is a limited company and that company is unable to meet our fees as and when they fall due, then the company's directors will be personally, jointly and severally liable in respect of our outstanding fees.

8. Retention of and Access to Records

- 8.1. 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 if requested.
- 8.2. Documents and records relevant to your tax affairs are required by law to be retained for audit and non-audit companies, for 6 years following the end of the accounting period; and for directors and partners, partnerships and sole traders, for 5 years and 10 months after the end of the tax year for trading and rental income; and otherwise for 22 months after the end of the tax year for other records.
- 8.3. Whilst certain documents may legally belong to you, unless you tell us not to, we may destroy correspondence and other papers that we store electronically or otherwise that are more than 7 years old, except documents we think may be of continuing significance. You may collect any documents during this time for free, provided you have paid all fees owing to us. We will charge for returning documents by post. You must tell us in writing if you wish us to keep any document for a longer period and we may charge for any storage costs we incur.

9. Confidentiality

- 9.1. We agree never to share information relating to your business with any third party without your prior consent, except to sub-contractors engaged by us or if we are required to do so by law, or to comply with regulations. Unless we are authorised by you to disclose information on your behalf, this undertaking will apply during and after this engagement. Likewise, you agree to keep confidential the output of the work we produce for you and you will not disclose, copy or permit this to be used by any third party without our prior written permission.
- 9.2. You agree that we will be complying sufficiently with our duty of confidence if we take steps that we think fit in good faith to keep appropriate information confidential during and after our engagement.
- 9.3. We reserve the right, for the purpose of promotional activity, training or for other business purpose, to mention that your business is a client, unless you expressly request otherwise. As stated above we will not disclose any confidential information.

10. Conflicts of Interest

- 10.1. 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, unless we are unable to do so because of our confidentiality obligations. You agree to notify us if you have reason to believe that such a conflict has arisen or may arise. We have safeguards that can be implemented to protect the interests of different clients if a conflict arises. 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.
- 10.2. 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. We reserve the right to provide services for other clients whose interests are not the same as yours or are adverse to yours, subject of course to the obligations of confidentiality referred to above.

11. Limitation of Liability

- 11.1. We will provide our Services with reasonable care and skill and only by people fully competent to perform such work.
- 11.2. Our liability is limited to any foreseeable loss or damage that you may suffer as a result of our breach of the Contract or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by you and us when the Contract is entered into. We will not be responsible for any loss or damage that is not foreseeable, or for any indirect or consequential loss whatsoever including, but not limited to, loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 11.3. Subject to clause 11.4, our maximum liability under or in connection with the Contract (whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise, will be limited to the total fees paid by you in the 12-month period before the alleged liability arose.
- 11.4. Nothing in these Terms and Conditions is intended to or will limit or exclude our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.
- 11.5. We will not be liable for any loss, damage or cost arising from our compliance with statutory or regulatory obligations or which occurs as a result of you providing misleading, incomplete or false information.
- 11.6. 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.
- 11.7. These Terms and Conditions state the full extent of our obligations and liabilities in respect of the performance of our Services. Any condition, warranty, representation or other term concerning the performance of our Services, which might otherwise be implied into or incorporated, whether by statute, common law or otherwise, is excluded to the maximum extent permitted by law.
- 11.8. We will accept no liability for losses arising from changes in the law or practice or in public policy that are first published after the date on which the advice is given. We will not be responsible if you act on advice given by us previously without first confirming with us that the advice is still valid in the light of any change in the law, public policy or your circumstances.
- 11.9. Our Services will in no way absolve the company or its directors from your statutory obligations and responsibilities.

12. Termination

- 12.1. The Contract will continue on a rolling 90-day basis, unless we or you give written notice to terminate in accordance with this clause 12.
- 12.2. You may terminate the Contract at any time by giving us no less than 90 days' notice in writing. We may terminate the Contract at any time by giving you no less than 30 days' notice in writing.
- 12.3. You cannot terminate Services that are being provided on a one-off or project basis after we have been engaged, except as set out in clause 12.5.
- 12.4. We reserve the right to terminate the Contract immediately by giving you written notice, if:
 - 12.4.1. you fail to co-operate with us or we have reason to believe that you have provided us or HMRC with misleading information; or
 - 12.4.2. if we consider that we ought to stop acting for you with good reason (if, for example, there is a conflict of interest as set out in clause 10).
- 12.5. Either party has the right to terminate the Contract immediately by giving written notice if the other party:
 - 12.5.1. has committed a material breach of the Contract, unless such breach is capable of remedy, in which case the right to terminate immediately will be exercisable if the other party has failed to remedy the breach within 14 days after a written notice to do so;
 - 12.5.2. ceases, or threatens to cease, to carry on business, goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation), becomes subject to an administration order (within the meaning of the Insolvency Act 1986), or a receiver is appointed in respect of the whole or any part of its assets.
- 12.6. In the event of termination, you will pay our charges and expenses on the basis set out above, up to the date on which we cease to act for you. Termination will be without prejudice to any rights that may have accrued to either of us prior to termination.
- 12.7. All documents and information provided by you will be returned to you within 30 days, provided you have paid for the work carried out by us.

13. Data Protection

- 13.1. Both parties agree to comply with all current data protection legislation in force from time to time including, but not limited to, the Data Protection Act 2018, the UK General Data Protection Regulation and any subsequent amendments to them.
- 13.2. If you provide us with, or allow us access to, the personal data of any other person (for example, your employees' details if we are providing payroll services), it is your responsibility to obtain permission from those persons

to pass their data to us, as a third party. We will only use that data to provide our Services and will not use it for any other purpose.

- 13.3. For further information on our use of personal data, please refer to our privacy policy.

14. Internal Disputes

- 14.1. 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.
- 14.2. Unless otherwise agreed by all parties, we will continue to supply information to the normal place of business for the attention of the directors. If conflicting advice, information or instructions are received from different individuals in the business, we will refer the matter back to the board of directors or the owner as applicable and take no further action until the appropriate authority has agreed the action to be taken.

15. **Intellectual Property Rights:** We will retain all copyright in any document prepared by us during the course of carrying out the Services, except where the law specifically provides otherwise.

16. **Customer Service:** We are committed to providing a high-quality service to our clients. If, however, you have any queries or concerns, please discuss this with us in the first instance so we can investigate. If you are still not satisfied with the resolution we have suggested, you may make a complaint directly to our regulatory body, which is HMRC.

17. Other Important Terms

- 17.1. Neither party will be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storm, pandemic, earthquake, act of terrorism or war, governmental action or any other event that is beyond the control of the party in question.
- 17.2. You may not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under the Contract.
- 17.3. We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of our rights or obligations under the Contract, without obtaining your prior consent.
- 17.4. Nothing in the Contract will render or be deemed to render us an employee or agent of yours or you an employee or agent of ours.
- 17.5. You may not, throughout the term of the Contract and for a period of 6 months after its termination or expiry, employ or contract the services of any person who is or was employed or otherwise engaged by us, without our express written consent.
- 17.6. The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions under the Contracts (Rights of Third Parties) Act 1999.
- 17.7. If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- 17.8. No failure or delay by us in exercising any of our rights under these Terms and Conditions means that we have waived that right, and no waiver by us of a breach of any provision of these Terms and Conditions means that we will waive any subsequent breach of the same or any other provision.
- 17.9. We will typically communicate with you and other third parties by e-mail. You are responsible for carrying out a virus check on e-mails and attachments. With electronic communication, there is a risk of non-receipt, delayed receipt, inadvertent misdirection or interception by third parties and we cannot be held responsible for damage or loss caused by viruses or for communications which are corrupted or altered after despatch. Any communication we send by post is deemed to arrive at your postal address two working days after the day that the document was sent.

18. Law and Jurisdiction

- 18.1. These Terms and Conditions and the Contract between you and us (whether contractual or otherwise) will be governed by, and construed in accordance with, the laws of England and Wales.
- 18.2. Any dispute, controversy, proceedings or claim between you and us relating to the Contract or these Terms and Conditions (whether contractual or otherwise) will be subject to the jurisdiction of the courts of England and Wales.