**Clyde Business Services Terms and Conditions for Accountancy Services**

Updated 1 March 2023

**1. Definitions**

1.1 We seek to uphold the promotion of high standards, ethical awareness and best practice. As part of those standards, engagement terms are issued and agreed prior to any work being undertaken.

1.2 Our letter of engagement will be or will have been prepared following discussions with you, will set out the terms on which our services will be provided.  Please read all the information carefully and contact us if you have any concerns or require clarification.

1.3 In this letter, “we” and “us” and “our” relate to this accountancy practice Clyde Business Services Ltd, 159 King Street, Rutherglen, Glasgow, G73 1BZ and “you” and “your” relate to you, the client.

**2. Scope of Services**

2.1 Our services will be provided by a team headed up by Richard Cleary and we will advise you of any proposed change. The services to be provided, timescales and fees will be listed in our letter of engagement or as advised to you from time to time.

**3. Responsibilities**

Our responsibilities are to:

3.1 keep and maintain records of work completed and make them available to you upon request.

3.2 provide regular reports on the progress of any work being completed on your behalf.

3.3 raise any issues or concerns that may be found during the term of the engagement.

3.4 return any information owned by you within 30 working days upon termination of the engagement and once payment for work carried out by the practice has been made.

3.5 keep records in compliance with the Data Protection legislation.

3.6 Submit any returns for payroll and bookkeeping/VAT on time via our third party software.

Your responsibilities as the client are to:

3.6 provide your current address**,** business details**,**andthe following proofs of identity, as required by money laundering regulations:

a. A utility bill for your current address dated within the last three months

b. Valid passport or current photo driving licence of all named directors/partners/principles.

c. Certificate of Incorporation (if a Ltd company)

d. VAT Registration Certificate (if VAT registered)

3.7 ensure that records of your business activities are correct and maintained to meet the requirements of regulatory authorities.

3.8 disclose all relevant information to enable us to complete the work within agreed timescales in order to meet regulatory deadlines

3.9 allow full and free access to financial and other records relevant and necessary to providing the services required, held by yourselves or third parties.

3.10 Ensure you provide us with records each month as requested for bookkeeping services. We will request this information at the start of every month, and one further reminder will be issued mid-month during the VAT return processing month. No further reminders will be issued and we are not responsible for any late returns due to late provision of information to us.

3.11 Ensure you provide us with variations to payroll as soon as possible and no later than 2 days before you wish the payroll to be returned for payment to employees.

**4. Ethical conduct**

4.1 We seek to always uphold the most stringent possible code of ethics generally used within this profession. The code requires accountants to comply with the principles of integrity, objectivity, professional competence and due care, confidentiality and professional behaviour.

4.3 The duty of a professional accountant is not exclusively to satisfy the needs of an individual client or employer. In complying with the ethical requirements generally accepted within the profession, an accountant is obliged to act primarily within the public interest.

**5. Fees**

5.1 Our fees may be based on a time / complexity / employee skill level / regular fixed monthly basis depending on the services you require.  Our engagement letter lists the services we agree to supply on the basis we agreed to supply them on.  Any additional work required which is not covered by these terms will be agreed with you in advance of any work being carried out.

5.2 Payment of regular fixed monthly fees are due in advance by Direct Debit each month, for the month that the service is being supplied, unless otherwise agreed.

5.3 Payment of fees rendered by invoice are due within 30 days from the bill date. Interest may be applied to any overdue accounts at the daily rate of interest set out below:

a) 3% where the account is 30 days overdue

b) Bank of England Base Rate plus 4% where the account is 60 days overdue as set out in the Late Payment of Commercial Debts (Interest ) Act 1998.  <https://www.gov.uk/late-commercial-payments-interest-debt-recovery> .

5.4 Late payment interest will be calculated and charged to your account as at the last day of the month of late payment.  Where payment has not been received we reserve the right to withhold services, documents and information, and have the right to cease to work on your account, and to terminate the engagement if payments are unduly delayed.

5.5 If fees and disbursements are provided for in our engagement letter, any expenses incurred whilst working on your behalf will be charged and appropriate records will be kept and will be available for inspection. Such expenses may include software subscriptions, the use of meeting rooms and other facilities, internal printing, courier charges, filing fees, and international but not national telephone calls.

5.6 Payment is preferred by bank transfer to the account detailed below, or by Direct Debit.

|  |  |
| --- | --- |
| Bank | Clydesdale Bank |
| Account Name | Clyde Business Services |
| Sort Code | 82-61-18 |
| Account Number | 20142631 |

We can also accept payment by debit/credit card. If you wish to pay by this method you should phone the office to give your card details.

**6. Holding Client Monies**

6.1 Where holding client monies is provided for in our engagement letter or other correspondence – we will ensure Client money is held in an account separate from the practice.  Interest will only be paid once it exceeds [£10.00] to avoid disproportionate administration costs.

**7. Retaining and Accessing Records**

7.1 Any information produced or relating to the work we undertake for you will be returned to you and should be kept for a period of no less than 6 years from the end of the tax year in question.

7.2 You agree that any work completed and work in progress for which payment is outstanding will be held by us until all fees relating to it have been paid.

**8. Confidentiality and conflicts**

8.1 We agree never to share information relating to your business with any third party without prior consent, unless required to do so by law or to comply with regulations or quality control reviews. Likewise you agree not to use or copy or allow use of the output of the work we do for you with a third party without our prior permission.

8.2 You recognise that we may have to stop providing services to you in the event that a conflict arises between our duties to you and to another client. You will notify us if you have any reason to believe that such a conflict has arisen or may arise.

8.3 We may communicate with you electronically and you accept the risks associated with such communications, except anything arising through our negligence or wilful default.

**9. Legislation and compliance**

9.1 We are obliged by law to undertake checks to ensure that you and your business are operating lawfully. By agreeing to our terms of engagement you accept that we are authorised to complete such checks as necessary.

9.2 Under Money Laundering Regulations it is a criminal offence if we do not report suspicious transactions or if we inform a client that a report has been made against them.

**10. Liability**

10.1 We have a duty of care to you and we strive to observe the highest standards of conduct and integrity.  Our services to you will only be completed by an accountant fully competent to perform such work and who holds current Professional Indemnity Insurance.

10.2 Where any loss or damage occurs as the result of you providing misleading, incomplete or false information no liability will be accepted.

10.3 The advice we give you is not to be used by a third party without written consent.  The practice also accepts no legal responsibility from third party use of the financial information provided by us.

**11. Complaints and disputes**

11.1 We want you to be entirely satisfied with the services provided to you.  If, however, you are not, please put your complaint in writing to us and we will strive to ensure a satisfactory outcome. Any disputes arising from our engagement by you will be governed by Scottish law.

**12. Termination**

12.1 You or we may terminate our engagement by giving 30 days written notice.  All documents and information provided by you will be returned to you within 30 working days of receipt of the notice provided that all outstanding fees have been paid.

12.2 We reserve the right to terminate the contract immediately if any of our fees exceeds 30 days in arrears.

12.3 We will terminate our agreement if you are continually late with the provision of business records, or do not respond to our emails and requests in a timely manner.