



# Jackson Robson Licence Ltd

## TERMS OF BUSINESS (OCTOBER 2016)

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

This document is available on our website ([www.jacksonrobson.co.uk](http://www.jacksonrobson.co.uk)). Any updates or amendments will be posted when applicable. Hard copies are available if required.

### 1.0 Applicable law

1.1 Our engagement 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.

### 2.0 Client identification

2.1 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.

### 3.0 Client money

3.1 We may, from time to time, hold money on your behalf. The 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' Money Regulations of our professional monitoring body.

3.2 All client monies will be held in an interest-bearing account. To avoid excessive administration, interest will only be paid to you where the amount earned on the balances held on your behalf in any calendar year exceeds £25.00. However, if the total sum of money held on your behalf is enough to give rise to a significant amount of interest or is likely to do so, then we will put the money in a designated interest-bearing client bank account and pay the interest to you. Subject to any tax legislation, interest will be paid gross.

3.3 We will return monies held on your behalf promptly as soon as there is no longer any reason to retain those funds. If any funds remain in our client account that are unclaimed and the client to which they relate has remained untraced for five years or we as a firm cease to practise then we may pay those monies to a registered charity of our choosing.

### 4.0 Commissions or other benefits

4.1 In some circumstances we may receive commissions or other benefits for introductions to other professionals or 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 and receipt of any such commissions or benefits. The fees you would otherwise pay will not be reduced by the amount of the commissions or benefits unless by prior mutual agreement.

### 5.0 Complaints

5.1 We are committed to providing you with a high quality service that is both efficient and effective. However, should there be any cause for complaint in relation to any aspect of our service, please contact Mr Geoff Mountain (Director), or in the case of Probate services, Mr Philip Robson (Director & Head of Legal Practice).

5.2 We agree to look into any complaint carefully and promptly and do everything reasonable to put it right. If you are still not satisfied, you can refer your complaint to our professional body, the Institute of Chartered Accountants in England & Wales, details of which we will provide upon request.

5.3 In the case of Probate services, the Legal Ombudsman can also be contacted at PO Box 6806, Wolverhampton, WV1 9WJ. Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk), Tel: 0300 555 0333.

## **6.0 Confidentiality**

6.1 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.

6.2 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.

6.3 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.

## **7.0 Conflicts of interest**

7.1 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.

7.2 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.

## **8.0 Data protection**

8.1 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.

## **9.0 Disengagement**

9.1 Should we resign or be requested to resign we will normally issue a disengagement letter to ensure that our respective responsibilities are clear. Should we have no contact with you for a period of 24 months or more we may issue to your last known address a disengagement letter and hence cease to act.

## **10.0 Electronic and other communication**

10.1 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.

10.2 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, other than where electronic submission is mandatory.

10.3 Any communication by us with you sent through the postal system is deemed to arrive at your postal address two working days after the day that the document was sent.

## **11.0 Fees and payment terms**

11.1 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.

11.2 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.

11.3 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.

11.4 In some cases, you may be entitled to assistance with your professional fees, particularly in relation to any investigation into your tax affairs by HM Revenue & Customs. Assistance may be provided through insurance policies you hold or via membership of a professional or trade body. Other than where such insurance or similar policy 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.

11.5 We will bill annually for all accountancy work and on an ad-hoc basis for any other work undertaken, unless alternative arrangements are agreed. Our invoices are due for payment within 30 days of date of issue. Our fees are exclusive of VAT which will be added where it is chargeable at the prevailing rate. 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.

11.6 Unless otherwise agreed to the contrary, our fees do not include the costs of any third party, counsel or other professional fees.

11.9 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.

11.10 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.

11.11 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 we shall be entitled to enforce any sums due against the Group Company or individual nominated to act for you.

## **12.0 Implementation**

12.1 We will only assist with implementation of our advice if specifically instructed and agreed in writing. This will normally be by way of engagement letter and relevant schedules of service(s).

## **13.0 Intellectual property rights**

13.1 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.

## **14.0 Interpretation**

14.1 If any provision of our engagement letter or terms of business is held to be void, then that provision will be deemed not to form part of this contract. 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.

## **15.0 Internal disputes within a client**

15.1 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 normal place of business for the attention of the directors. If conflicting advice, information or instructions are received from different directors in the business we will refer the matter back to the board of directors and take no further action until the board has agreed the action to be taken.

## **16.0 Investment Advice**

16.1 Investment business is regulated by the Financial Services and Markets Act 2000. 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 Conduct Authority. However, as we are licenced by the ICAEW, we may be able to provide certain investment services that are complementary to, or arise out of, the professional services we are providing to you. Such advice may include general insurance and general mortgage advice. In the unlikely event that we cannot meet our liabilities to you, you may be able to claim compensation under the Chartered Accountant's Compensation Scheme in respect of exempt regulated activities undertaken.

16.2 We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling, and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the ICAEW. The register can be accessed from the Financial Conduct Authority's website at [www.fca.org.uk/register](http://www.fca.org.uk/register).

16.3 If you require advice on investment business, which we are unable to give as we are not authorised by the Financial Conduct Authority, we can introduce you to Lifetime Financial Management Intermediaries Limited, who are a Permitted Third Party (PTP) authorised by the Financial Conduct Authority.

16.4 The PTP will issue you with their own terms and conditions letter, will be remunerated separately for their services and will take full responsibility for compliance with the requirements of the Financial Services and Markets Act 2000. We will act as introducers and would be pleased to comment on, or explain any advice received and if required attend any meetings with you.

16.5 An associated business to the practice, Jackson Robson (32) Ltd, may receive some financial reward from the PTP.

## **17.0 Lien**

17.1 Insofar as we are permitted to do so by law or by our 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.

## **18.0 Limitation of rights**

18.1 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 that a specified third party may rely on our work. We accept no responsibility to third parties, including any group company, 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.

- 18.2 Where the service involves Probate & the administration of estates, in the unlikely event that we cannot meet our liabilities to you, you may be able to seek a grant from the ICAEW's Compensation Scheme. Generally, applications for a grant must be made to the ICAEW within 12 months of the time you became aware, or reasonably ought to have been aware of the loss. Further information about the scheme, and the circumstances in which grants may be made, is available on the ICAEW's website: [www.icaew.com/probate](http://www.icaew.com/probate).

## **19.0 Termination of engagement**

- 19.1 Either 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 HM Revenue & Customs 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.

- 19.2 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.

## **20.0 Professional rules and statutory obligations**

- 20.1 We will observe and act in accordance with the bye-laws, regulations and code of ethics of our professional monitoring body and will accept instructions to act for you on this basis. In particular you give us the authority to correct errors made by HM Revenue & Customs where we become aware of them. We will not be liable for any loss, damage or cost arising from our compliance with statutory or regulatory obligations. You can see copies of these requirements in our offices upon request. The requirements are also available on the internet.

## **21.0 Reliance on advice**

- 21.1 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.

## **22.0 Retention of papers**

- 22.1 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. Documents and records relevant to your tax 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 and Limited Liability Partnerships:

- 6 years from the end of the accounting period;

- 22.2 Whilst certain documents may legally belong to you, unless you tell us not to, we intend to destroy correspondence and other papers that are more than seven years old, except documents we think may

be of continuing significance. You must tell us if you wish us to keep any document for any longer period.

### **23.0 The provision of services regulations 2009**

23.1 Our professional indemnity insurer is Aviva and their contact details can be supplied upon request. The territorial coverage is worldwide excluding professional business carried out from an office in the United States of America or Canada and excludes any action for a claim brought in any court in the United States or Canada.

### **24.0 The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013**

24.1 If you are a consumer for the purposes of these regulations **and** the engagement contract with us was made away from our premises, you have a right to cancel our contract within a set period under these regulations. A written notice of your right to cancel and the set cancellation period is on page 7.

24.2 In providing you with this letter of engagement, our standard terms of business and the written notice period of your right to cancel we have complied with the provisions of regulations 9 to 14 and 16 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, as applicable.

### **25.0 Probate Services**

25.1 The firm's authorised individual responsible for your probate services and for the manager providing this service is Mr Philip Robson.

25.2 The alternate responsible for probate services is Mr Adrian Allen, Becksde Court, Beverley HU17 0LF.

## **Consumer Contracts Regulations – Notice to Cancel**

Date as engagement letter.

### **Notice of right to cancel**

This notice relates to the supply of professional services you have requested from us.

You are being given this notice because you are entering into a contract which is subject to The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

These regulations give you the right to cancel the contract within the next 14 days if you wish to do so. To exercise your right you need to deliver, or send (including by electronic mail) a cancellation notice to the person mentioned in the next paragraph at any time within the period of 14 days starting with the day you receive this notice.

Any cancellation notice must be in writing and should be delivered or sent to Mr Philip Robson (email: [phil@jacksonrobson.co.uk](mailto:phil@jacksonrobson.co.uk)). To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period expires.

Under the regulations any notice of cancellation will be deemed to be served as soon as it is posted or sent to us. If you send the notice by electronic mail then it will be deemed to have been served on the day you send it to us. You may use the attached cancellation notice if you want to, but you do not have to.

It is our policy not to start work until the cancellation period has expired. If you state in writing that you want us to start work prior to the end of the cancellation period, then, even if you cancel the contract, you may still be required to pay for the services we supply before the cancellation. You can complete the section below & return this form to us, if you wish us to start work early. \*\*

Any related credit agreement will be automatically cancelled if you cancel this contract. We will reimburse any monies already paid by you within 14 days of receiving your notice to cancel this contract. We will reimburse you by the same method we received payment unless agreed otherwise; in any event you will not incur any fees as a result of this re-imburement.

Please feel free to contact me if you have any questions.

Yours sincerely

**On behalf of Jackson Robson Licence as per Engagement Letter.**

\*\* Please start work early [ ]

.....  
**Client name**

.....  
**Date**

## Consumer Contracts Regulations – Cancellation notice

*If you wish to cancel the contract YOU MUST DO SO IN WRITING and deliver personally or send (which may be by electronic mail) this to the person named below. You may use this form if you want to, but you do not have to.*

*(Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT.)*

To:

I/We\* hereby give notice that I/we\* wish to cancel my/our\* contract for the supply of professional services under reference .....

Signed:.....

Name:.....

Address:.....

.....

Date:.....

*\* delete as appropriate*