



SANDALWOOD ACCOUNTANTS

TERMS OF BUSINESS: OCTOBER 2023

Following terms of business apply to all engagements accepted by **SANDALWOOD ACCOUNTANTS**. All work is carried out under these terms except where changes are expressly agreed in writing.

1. APPLICABLE LAW

- 1.1 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. 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 on any basis. 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.
- 1.2 We will not accept responsibility if you act on advice previously given by us without first confirming with us that the advice is still valid in light of any change in the law or in your circumstances. We accept no liability for losses arising from changes in the law, or the interpretation thereof, that occur after the date on which the advice is given.

2. CLIENT IDENTIFICATION

- 2.1 As with other professional services firms, we are required to identify 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. If we are not able to obtain satisfactory evidence of your identity, we will not be able to proceed with the engagement.
- 2.2 If you undertake business that requires you to be supervised by an appropriate supervisory authority to follow anti-money laundering regulations including if you accept or make a high value cash payments of €10,000 or more (or equivalent in any currency) in exchange for goods you should inform us.

2.3 Any personal data received from you to comply with our obligations under The Money Laundering, Terrorist Financing and Transfer for Funds (Information on the Payer) Regulations 2017 (MLR 2017) will be processed only for the purposes of preventing money laundering or terrorist financing. No other use will be made of this personal data unless use of the data is permitted by or under enactment other than the MLR 2017, or we have obtained the consent of the data subject to the proposed use of the data.

3. CONFIDENTIALITY

- 3.1 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, except as required by law or as provided for in regulatory, ethical or other professional pronouncements applicable to us or our engagement.
- 3.2 You agree that, if we act for other clients who are or who become your competitors, to comply with our duty of confidentiality it will be sufficient for us to take such steps as we think appropriate to preserve the confidentiality of information given to us by you, both during and after this engagement.
- 3.3 In addition, if we act for other clients whose interests are or may be adverse to yours, we will manage the conflict by implementing additional safeguards to preserve confidentiality.
- 3.4 We may, on occasion, subcontract work on your affairs to other tax or accounting professionals. The subcontractors will be bound by our client confidentiality terms. We will inform you of the proposed use of a subcontractor before they commence work, except where your data will not be transferred out of our systems and the subcontractor is bound by confidentiality terms equivalent to an employee.
- 3.5 If we use external or cloud-based systems, we will ensure confidentiality of your information is maintained.
- 3.6 This applies in addition to our obligations on data protection in section 19

4. CONFLICTS OF INTEREST

- 4.1 During and after our engagement, you agree that we reserve the right to act for other clients whose interests are or may compete with, or be adverse to, yours subject, of course, to our obligations of confidentiality and the safeguards set out in the paragraph on confidentiality. 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.
- 4.2** If there is a conflict of interest that is capable of being addressed successfully by the adoption of suitable safeguards to protect your interests, we will adopt those safeguards. In resolving the conflict, we would be guided by ICAEW's Code of Ethics, which can be viewed at [icaew.com/en/membership/regulations-standards-and-guidance/ethics](https://www.icaew.com/en/membership/regulations-standards-and-guidance/ethics).

5. DISENGAGEMENT

5.1 If we resign, or are asked to resign, we will normally issue a disengagement letter to ensure that our respective responsibilities are clear. If there is no contact with you for a period of 18 months or more from date of last communication, we may issue to your last known address a disengagement letter and thereafter cease to act.

6. ELECTRONIC AND OTHER COMMUNICATION

6.1 Unless you instruct us otherwise, we may, communicate with you by email or other electronic means. The recipient is responsible for virus checking emails and any attachments.

6.2 Internet and electronic communication are at risk of non-receipt, interception or corruption. Electronic communication is not totally secure and we cannot be held responsible for damage or loss caused by viruses or for communications which are corrupted or altered after despatch. Nor can we accept liability for problems or accidental errors relating to this means of communication, especially in relation to commercially sensitive material.

6.3 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 the document was sent.

7. FEES AND PAYMENT TERMS

7.1 Our fees will be either **fixed fees** for detailed service package, chargeable monthly by subscription or **variable fees** based on the hours worked for specific work, chargeable as detailed in our engagement letter with you. All fees are based on the number of hours involved to complete work by director, plus level of skill and risk involved.

7.2 Fees are due for payment upon date of issue.

7.3 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 as per indication in our engagement letter.

7.4 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, having given written notice, if payment of any fees is unduly delayed.

8. HELP US TO GIVE YOU THE BEST SERVICE

8.1 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 **TANYA CARDALL (hello@sandalwoodaccountants.co.uk)**.

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

9. INTELLECTUAL PROPERTY RIGHTS AND USE OF OUR NAME

9.1 We will retain all intellectual property rights in any document prepared by us during the course of carrying out the engagement except where the law specifically states otherwise.

9.2 You are not permitted to use our name in any statement or document you may issue unless our prior written consent has been obtained. The only exception to this restriction would be statements or documents that, in accordance with applicable law, are to be made public.

10. INTERPRETATION

10.1 If any provision of our engagement letter or terms of business is held to be void, 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.

11. INTERNAL DISPUTES WITHIN A CLIENT

11.1 If we become aware of a dispute between the parties who own the business or who are in some way involved in its ownership and management, 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 registered office 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.

12. LIMITATION OF THIRD PARTY RIGHTS

12.1 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. We accept no responsibility to third parties, including any group company to whom the engagement letter is not addressed. No rights or benefits are conferred on any third party under the Contracts (Rights of Third Parties) Act 1999.

13. PERIOD OF ENGAGEMENT AND TERMINATION

13.1 Unless otherwise agreed in our engagement letter, our work will begin when we receive implicit or explicit acceptance of that letter. We will not be responsible for periods before that date.

13.2 Each of us may terminate our agreement by giving not less than 21 days' notice in writing to the other party except if you fail to cooperate with us or we have reason to believe that you have provided us or HMRC 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 before termination.

13.3 We reserve the right to terminate the engagement between us with immediate effect in the event of: your insolvency, bankruptcy or other arrangement being reached with creditors; an independence issue or change in the law which means we can no longer act; failure to pay our fees by the due dates; or either party being in breach of their obligations if this is not corrected within 30 days of being asked to do so.

13.4 In the event of termination of our 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 will not be required to carry out further work and shall not be responsible or liable for any consequences arising from termination.

14. PROFESSIONAL RULES AND STATUTORY OBLIGATIONS

14.1 We will observe and act in accordance with the Bye-laws, regulations and Code of Ethics of ICAEW and will accept instructions to act for you on this basis. You give us the authority to correct errors made by HMRC if 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. The requirements are available online at [icaew.com/en/membership/regulations-standards-and-guidance](https://www.icaew.com/en/membership/regulations-standards-and-guidance).

15. QUALITY CONTROL

15.1 Our files are periodically reviewed by an independent regulatory body. These reviewers are highly experienced professionals and are bound by the same rules of confidentiality as our principal.

15.2 When dealing with HMRC on your behalf we are required to be honest and to take reasonable care to ensure that your returns are correct. To enable us to do this, you are required to be honest with us and to provide us with all necessary information in a timely manner. For more information about 'Your Charter' for your dealings with HMRC, visit <https://www.gov.uk/government/publications/hmrc-charter>.

16. RELIANCE ON ADVICE

16.1 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. Advice is valid as at the date it was given.

17. 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. Documents and records relevant to your tax affairs are required by law. Documents and records required by law to be retained as follows:

Individuals, trustees and partnerships:

- a) with trading or rental income: five years and 10 months after the end of the tax year
- b) otherwise: 22 months after the end of the tax year.

Companies and Limited Liability Partnerships:

- c) six years from the end of the accounting period.

Although certain documents may legally belong to you, we may destroy correspondence and other papers that we store electronically that are more than seven years old, except documents we think may be of continuing significance.

18. THE PROVISION OF SERVICES REGULATIONS 2009

- 1.1. Our professional indemnity insurer is QBE European Operations, of 38 Fenchurch Street, London, EC3M 3BD. 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.

19. TIMING OF OUR SERVICES

- 19.1 If you provide us with all information and explanations on a timely basis in accordance with our requirements, we will plan to undertake the work within a reasonable period of time to meet any regulatory deadlines. However, failure to complete our services before any such regulatory deadline would not, of itself, mean that we are liable for any penalty or additional costs arising.

20. DATA PROTECTION DATA CONTROLLER

- 20.1 In this clause the following definitions shall apply:

'client personal data' means any personal data provided to us by you, or on your behalf, for the purpose of providing our services to you, pursuant to our engagement letter with you. 'data protection legislation' means all applicable privacy and data protection legislation, and regulations inc PECR, UK GDPR and any other applicable national laws, regulations and secondary legislation in the UK relating to the processing of personal data and the privacy of electronic communications, as updated accordingly;

'controller', 'data subject', 'personal data', and 'process' shall have the meanings given to them in the data protection legislation;

'UK GDPR' means the Data Protection Act 2018 as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2020; and

'PECR' means the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2020.

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

20.3 You shall only disclose client personal data to us where you have a lawful basis upon which to do so, which, in the absence of any other lawful basis, shall be with the relevant data subject's consent; and you have complied with the necessary requirements under the data protection legislation to enable you to do so.

20.4 We shall only 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, in order to comply with our legal or regulatory obligations, where it is necessary for the purposes of our legitimate interests and those interests are not overridden by the data subjects' own privacy rights. For the purpose of providing our services to you, we may disclose the client personal data to our regulatory bodies.

20.5 We shall maintain commercially reasonable and appropriate security measures, including administrative, physical and technical safeguards, to protect against unauthorised or unlawful processing of the client personal data and against accidental loss or destruction of, or damage to, the client personal data.

20.6 In respect of the client personal data, provided that we are legally permitted to do so, we shall promptly notify you in the event that:

- a) we receive a request, from or on behalf of a relevant data subject, to exercise their data subject rights under the data protection legislation or a complaint or any adverse correspondence in respect of our processing of their personal data;
- b) we are served with an information, enforcement or assessment notice (or any similar notices), or receive any other material communication in respect of our processing of the client personal data from the Information Commissioner's Office or any other supervisory authority); or

SANDALWOOD ACCOUNTANTS – TERMS OF BUSINESS

APPENDIX: PRIVACY NOTICE OCTOBER 2023

1. THE PURPOSE OF THIS NOTICE

SANDALWOOD ACCOUNTANTS LIMITED ("we", "us", "our" and "ours") is an accountancy and tax advisory firm". We are registered in England and Wales as a limited company under number: **14346805** and our registered office is at **Bedford I-KAN, 38 Mill Street, Bedford, MK40 3HD.**

This notice will tell you how we look after your personal data, about your privacy rights, and about our compliance with and your protections under Data Protection Legislation.

In this notice "Data Protection Legislation" means any applicable law relating to the processing, privacy, and use of Personal Data, including the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003, as amended by The Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2020.

For the purpose of the Data Protection Legislation and this notice, we are the 'data controller'. This means that we are responsible for deciding how we hold and use personal data about you. We are required under the Data Protection Legislation to notify you of the information contained in this privacy notice.

We have appointed a Data Protection Point of Contact, who is responsible for assisting with enquiries in relation to this privacy notice or our treatment of your personal data. Should you wish to contact our Data Protection Point of Contact you can do so using the contact details noted at paragraph 11(Contact Us), below.

2. THE KIND OF INFORMATION WE HOLD ABOUT YOU

The information we hold about you as our client may include the following:

- your personal details such as your name and / or address/ email address / unique tax reference (UTR) / national insurance numbers / bank account details date of birth);
- details of contact we have had with you in relation to the provision, or the proposed provision, of our services;
- details of any services you have received from us;
- our correspondence and communications with you;
- information about any complaints and enquiries you make to us;
- information from research, surveys, and marketing activities

3. HOW WE MAY COLLECT YOUR PERSONAL DATA

We obtain your personal data directly from you when:

- you request a proposal from us in respect of the services we provide;
- you (our client) engage us to provide our services and also during the provision of those services;
- you contact us by email, telephone, post or social media (for example when you have a query about our services);
- from third parties and/or publicly available resources (for example, from your employer or from Companies House).

4. HOW WE USE PERSONAL DATA WE HOLD ABOUT YOU

We may process your personal data for purposes necessary for the performance of our contract with our clients and to comply with our legal obligations. This may include processing your personal data where you are a director, employee, subcontractor, supplier or customer of our client.

We may also process your personal data for the purposes of our own legitimate interests provided that those interests do not override any of your own interests, rights and freedoms which require the protection of personal data. This includes processing for, business development, statistical and management purposes.

Please note that we may process your personal data for more than one lawful basis depending on the specific purpose for which we are using your data.

Situations in which we will use your personal data

We may use your personal data in order to:

- carry out our obligations arising from any agreements entered into between you / our clients and us, which will most usually be for the provision of our services;
- provide you with information related to our services and our events or seek your thoughts and opinions on the services we provide; and we feel may interest you, provided you have consented to be contacted for such purposes;
- notify you about any changes to our services.

In some circumstances we may anonymise or pseudonymise the personal data so that it can no longer be associated with you, in which case we may use it without further notice to you.

We may also process your personal data without your knowledge or consent, in accordance with this notice, where we are legally required or permitted to do so.

Who has access to your information?

- We will not sell or rent your information to third parties.
- We will not share your information with third parties for marketing purposes.
- Any staff with access to your information have a duty of confidentiality under the ethical standards that this firm is required to follow.

Data retention

We will only retain your personal data for as long as is necessary to fulfil the purposes for which it is collected.

When assessing what retention period is appropriate for your personal data, we take into consideration the requirements of our business and the services provided, any statutory or legal obligations and the purposes for which we originally collected the personal data.

Change of purpose

Where we need to use your personal data for a reason, other than the purpose for which we originally collected it, we will only use your personal data where that reason is compatible with the original purpose. If we need to use your data for a new purpose, we will notify you and communicate our legal basis for this new processing.

5. DATA SHARING

We will share your personal data with third parties where we are required by law, where it is necessary to administer the relationship between us, or where we have another legitimate interest in doing so. This may include sharing your personal data with a regulator or to otherwise comply with the law.

The following activities are carried out by third-party service providers: [IT accounting cloud based services, administrative, marketing services and banking services. We only permit our third-party service providers to process your personal data for specified purposes and in accordance with our instructions

We may share your personal data with other third parties, for example in the context of the possible sale or restructuring of the business. We may also need to share your personal data with a regulator or to otherwise comply with the law.

6. TRANSFERRING PERSONAL DATA OUTSIDE THE EUROPEAN ECONOMIC AREA (EEA)

Your data will usually be processed in the UK. However, to allow us to operate efficient digital processes, we sometimes need to store information in servers located outside the UK, and in all cases apart from information stored within the cloud based software Xero, these are within the European Economic Area (EEA).

In the case of personal information stored within XERO your data may be transferred outside of the EEA. Where your personal data is transferred outside the EEA, it will only

be transferred to countries that have been identified as providing adequate protection for EEA data (like New Zealand), or to a third party where Xero has approved transfer mechanisms in place to protect your personal data – i.e., by entering into the European Commission’s Standard Contractual Clauses.

7. DATA SECURITY

We have put in place commercially reasonable and appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to staff, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected data security breach and will notify you and any applicable regulator of a suspected breach where we are legally required to do so.

8. RIGHTS OF ACCESS, CORRECTION, ERASURE, AND RESTRICTION

Your duty to inform us of changes

It is important that the personal data we hold about you is accurate and current. Should your personal information change, please notify us of any changes of which we need to be made aware by contacting us, using the contact details below.

Your rights in connection with personal data

Under certain circumstances, by law you have the right to:

- Request access to your personal data. This enables you to receive details of the personal data we hold about you and to check that we are processing it lawfully.
- Request correction of the personal data that we hold about you.
- Request erasure of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have exercised your right to object to processing (see below).
- Object to processing of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this basis. You also have the right to object where we are processing your personal information for direct marketing purposes.

- Request the restriction of processing of your personal data. This enables you to ask us to suspend the processing of personal data about you, for example if you want us to establish its accuracy or the reason for processing it.
- Request the transfer of your personal data to you or another data controller if the processing is based on consent, carried out by automated means and this is technically feasible.

If you want to exercise any of the above rights, please email our Data Protection Point of Contact **TANYA CARDALL**, email to hello@sandalwoodaccountants.co.uk.

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee for the administrative costs of complying with the request if your request for access is manifestly unfounded or excessive. Alternatively, we may refuse to comply with the request in such circumstances.

We may need to request specific information from you to help us confirm your identity and ensure your right to access the information (or to exercise any of your other rights). This is another appropriate security measure to ensure that personal information is not disclosed to any person who has no right to receive it.

9. RIGHT TO WITHDRAW CONSENT

In the limited circumstances where you may have provided your consent to the collection, processing and transfer of your personal data for a specific purpose (for example, in relation to direct marketing that you have indicated you would like to receive from us), you have the right to withdraw your consent for that specific processing at any time. To withdraw your consent, please email our Data Protection Point of Contact **TANYA CARDALL**, email to hello@sandalwoodaccountants.co.uk.

Once we have received notification that you have withdrawn your consent, we will no longer process your personal information (personal data) for the purpose or purposes you originally agreed to, unless we have another legitimate basis for doing so in law.

10. CHANGES TO THIS NOTICE

Any changes we may make to our privacy notice in the future will be provided to you.

This privacy notice was last updated on 18 October 2023.

11.CONTACT US

If you have any questions regarding this notice or if you would like to speak to us about the manner in which we process your personal data, please email please contact **TANYA CARDALL** email to hello@sandalwoodaccountants.co.uk or telephone **+44 (0)1234 958993**.

You also have the right to make a complaint to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues, at any time. The ICO's contact details are as follows:

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

Telephone - 0303 123 1113 (local rate) or 01625 545 745

Website - <https://ico.org.uk/concerns>



'Sandalwood Accountants' is the trading name of 'Sandalwood Accountants Limited'
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