

<CLIENTNAME>

Start On Acceptance

Minimum Length 12 months



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## Services

### THE JACCOUNTANCY SOLO SUBSCRIPTION

#### Monthly Accountancy Package : The Solo Package

Thank you for instructing Jaccountancy to act for you, we want to give you the very best client service.

It is important at the start of our relationship and at the start of the work that we will do for you, that we set out and agree the terms and basis upon which Jaccountancy is going to act, that is the purpose of this Engagement Letter and its enclosures.

Please consider this document and its enclosures carefully, and of course if you have any questions please do not hesitate to ask.

From a legal standpoint this letter and its enclosures form the contract between us. By continuing to instruct us you are accepting the terms of this contract.

**Below is a list of services that make up your package with Jaccountancy**

### SERVICES INCLUDED IN YOUR SUBSCRIPTION

#### Ongoing SA100's | Self-Assessment Personal Tax Return Preparation and Submission Service to HMRC

We will prepare your self-assessment tax return together with any additional supplementary pages as required from the information and explanations that you provide to us.

We will calculate your income tax, national insurance contributions, child benefit charges, student loans repayments, capital gains tax liabilities, and we will tell you how much you need to pay, when to pay and how to pay, we will also check HMRC's calculation of your tax and NIC liabilities, and initiate repayment claims where we determine that tax or NIC has been overpaid.

If your return is filed before the end of December then you should receive a demand and payslip approximately four weeks before the payment is due. However, if it is filed after this date, the payslip may not arrive in time.

Therefore, we would advise making the tax payment online:

Please follow the link for guidance on how to make your tax payments: Here's [Guidance on how to make your tax payment](#)

We will require details of any

- Employment Income
- Self Employment Income,
- Foreign Income,
- Rental Income,
- Dividend Income,
- Pension contributions, including details of excess contributions above the annual allowance
- Student Loans
- SEIS Grants

- Payments On Accounts from previous returns
- Gift Aid Payments Made

This list is not exhaustive and if you require clarification on any area please let us know.

If you have received any tax coding notices or correspondence from HMRC for the tax year under assessment, please also ensure that we have received this to ensure any alterations in your tax assessment are incorporated into your tax return.

## SOFTWARE INCLUDED IN YOUR SUBSCRIPTION

### DEXT | Unlimited Document Processing Software | App and Web

1. At Jaccountancy, we find that more and more of our clients and businesses are moving away from the traditional way of keeping accounts.
2. People are scrapping the manual and desktop record-keeping of the past, and replacing it with more digitally savvy methods, such as online cloud accounting software alternatives.
3. HMRC is accepting digital records and books as business proof, and it is becoming more common practice amongst industry professionals.
4. One cloud accounting app that we integrate into Xero is, DEXT
5. DEXT is an award-winning app that captures data from invoices and receipts using optical character recognition and creates the transaction automatically in Xero, then attaches the invoices to the transaction.
6. The app allows the clients we advise to become more productive, profitable and powerful by gaining access to better data on their expenditure that can guide the future of their business.
7. **Snap it**
  - a. Snap paper receipts, invoices or bank statements in one click, and by connecting your account with PayPal, Amazon and over more than 1,400 suppliers you won't have to worry about missing paperwork.
8. **Send it**
  - a. Dext gets all the important information from your documents and stores them in one place. Say goodbye to checking duplicates and hours of data entry.
9. **Sort it**
  - a. We'll automatically sort your financial data by tax, supplier and region to give you a real-time view of your business finances. No more anxiety when it comes to month end..

### Jaccountancy Client Portal

1. Our Client Portal is the GDPR compliant way we exchange documents with you, that are not on Xero or DEXT
2. Our Client Portal can be accessed via the Jaccountancy Website or by visiting <https://portal.jaccountancy.co.uk>
3. We will store a copy of this Engagement Letter, plus any Accounts and Tax Returns on this client portal
4. We will request any E-Signatures from you via this portal
5. Our client portal allows for Unlimited Document Storage
6. Our Client portal is accessible on the Web, Tablet or Mobile

## SUPPORT INCLUDED IN YOUR SUBSCRIPTION

### Your Own Dedicated Client Manager

1. Your Dedicated Client Manager will be your point of contact for any day-to-day accounting queries, and they will be available to support you and your business throughout your time with Jaccountancy.
2. Your Client Manager will be coordinating the services referenced in this Engagement Letter
3. Your Client Manager will reach out to you very shortly after this Engagement Letter has been signed

#### Ongoing Communication and Unlimited Business Support

1. Unlike traditional firms, we do not charge for:
  - a. Phone Calls
  - b. Text Messages
  - c. Virtual Meetings
  - d. Face To Face Meetings
  - e. Emails
2. Ongoing support is unlimited and is included within the package you have taken out with us;
  - a. in fact, we would encourage ongoing communication with the Jaccountancy Team.
3. **Please don't hesitate to contact us on 0330 122 2280, by emailing [TheTeam@Jaccountancy.co.uk](mailto:TheTeam@Jaccountancy.co.uk) or by contacting your Client Manager directly.**

#### Automated Tax Payment Reminders

Jaccountancy will let you know what you need to pay and when, included reminders before any tax payment deadlines!

## Pricing

### THE JACCOUNTANCY SOLO SUBSCRIPTION

<b>Billed every month</b> From acceptance, until change required	<b>£35.00</b> ex £7.00 VAT
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- ✓ Monthly Accountancy Package: The Solo Package

### SERVICES INCLUDED IN YOUR SUBSCRIPTION

From acceptance, until change required
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- ✓ Ongoing SA100's | Self-Assessment Personal Tax Return Preparation and Submission Service to HMRC

### SOFTWARE INCLUDED IN YOUR SUBSCRIPTION

From acceptance, until change required
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- ✓ DEXT | Unlimited Document Processing Software | App and Web
- ✓ Jaccountancy Client Portal

### SUPPORT INCLUDED IN YOUR SUBSCRIPTION

From acceptance, until change required
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- ✓ Your Own Dedicated Client Manager
- ✓ Ongoing Communication and Unlimited Business Support
- ✓ Automated Tax Payment Reminders

<b>Minimum price</b> ⓘ	<b>£420.00</b>
Calculated until: Jun 1, 2026	ex £84.00 VAT

Totals exclude prices charged per unit and use the minimum values of price ranges.

## Payment Authority

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Contact Name	
Account Name	
Sort Code	
Account Number	
Address	

Payment services are provided to Jaccountancy by Ignition via the Stripe platform. Please contact Jaccountancy at [theteam@jaccountancy.co.uk](mailto:theteam@jaccountancy.co.uk) for any queries.

By providing your bank account details and confirming this payment, you agree to this Direct Debit Instruction and acknowledge that direct debit payments are governed by the [Direct Debit Guarantee](#). You authorise Stripe to debit your account through the Bankers' Automated Clearing System (BACS) on behalf of IGNITIONPAY for any amounts separately communicated to you. We will advise you at least one day in advance of your account being debited and future transactions will appear on your statement as

“IGNITIONPAY”

. You certify that you are either an account holder or an authorised signatory on the account listed above and you are the only person required to authorise debits from this account.

## General Terms and Conditions

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### **General Terms and Conditions between <CLIENTNAME> and Jaccountancy (UK) Ltd in relation to PROP-11950**

1. Jaccountancy (UK) Ltd is pleased to accept the instruction to act as your Accountant and we are writing to confirm the terms of our appointment for <CLIENTNAME>  
who has a registered address at: < CLIENT ADDRESS>
2. Jaccountancy is bound by the ethical guidelines and client care policy of AAT and accepts instructions to act for you on the basis that we will do so in accordance with those ethical guidelines.
3. A copy of these guidelines can be viewed at our offices on request or at:
  - <https://www.aat.org.uk/membership/standards-requirements/professional-ethics> and
  - [https://www.aat.org.uk/prod/s3fs-public/assets/Client\\_Care.pdf](https://www.aat.org.uk/prod/s3fs-public/assets/Client_Care.pdf)

### **WHO ARE WE**

1. Jaccountancy (UK) Ltd is a private limited company registered at Companies House under number **12059528**.
2. It provides Accountancy, Tax and Compliance services to individuals, the Self Employed and Private Limited Companies
3. Jaccountancy (UK) Ltd's trading style is 'Jaccountancy'
4. Our registered office is situated at **Maling Exchange, Hoults Yard, Walker Road, Newcastle upon Tyne, NE6 2HL**

### **YOUR DEDICATED CLIENT MANAGER**

1. Your Client Manager will reach out to you as soon as your Engagement Letter has been approved, to introduce themselves and complete any onboarding works, such as professional clearance.

### **APPLICABLE LAW**

1. This engagement letter, the schedule of services and our standard terms and conditions of business are governed by and should be construed in accordance with the law of England and Wales.
2. Each party agrees that the relevant courts will have exclusive jurisdiction in relation to any claim, dispute or difference concerning this engagement letter (PROP-11950) and any matter arising from it.
3. 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.
4. If any of the terms is found by any court of competent jurisdiction to be illegal, invalid or otherwise unenforceable then the provisions shall to the extent necessary be severed and shall be ineffective without affecting any other terms

### **WHO WE ARE ACTING FOR**

1. We are acting for <CLIENTNAME>
2. Any changes should be notified to us in writing and will not be effective until acknowledged by us in writing.
3. This engagement letter (Our Reference PROP-11950) includes all of the services outlined in the Service Summary section of this document



4. This Engagement Letter has a minimum contractual value of £504.00 including VAT at the prevailing rate.

#### **PERIOD OF ENGAGEMENT**

1. This engagement letter commences when signed and concludes 12 months from the date of signature

#### **OUR REGULATORS – INSTITUTE OF CERTIFIED BOOKKEEPERS**

1. Jaccountancy is registered with ICB (Institute of Certified Bookkeepers) under License **441712**

2. ICB is registered in England Number: 3274864

3. Registered Office:

Suite G02 Aston Court, Kingsmead Business Park, Frederick Place, High Wycombe, Buckinghamshire, United Kingdom, HP11 1JU

#### **OUR REGULATORS – ASSOCIATION OF ACCOUNTING TECHNICIANS**

1. Jaccountancy is registered with AAT (Association of Accounting Technicians) under License **10037421**

2. AAT is registered in England Number: 1518983

3. Registered Office:

30 Churchill Place, London E14 5RE

#### **COMMISSIONS PAYABLE TO JACCOUNTANCY**

1. We are required to account to you for this income, and to request your permission to retain it.

2. Jaccountancy receives a £50 commission if you open a bank account with Tide.

3. By signing this Engagement Letter you give your permission for us to retain these commissions

4. In some circumstances we may receive commissions and/or other benefits for introductions to other professionals or in respect of transactions that we arrange for you.

5. Where this happens, we will notify you in writing of the amount and terms of payment and receipt of any such commissions or benefits.

6. Provided Service	Name of Firm Paying commission	Basis of commission	Rate of commission	frequency
Introduction to partner link webpage to open a business account with Tide Platform Ltd  ( <a href="http://www.Tide.co/partners/jaccountancy-uk">www.Tide.co/partners/jaccountancy-uk</a> )	Tide Platform Ltd	Paid each time an account is opened and subsequently funded with a minimum amount of £10	£50+VAT	Per account opening then funded

7.

#### **<CLIENTNAME> RESPONSIBILITY TO US**

1. The advice that we give can only be as good as the information on which it is based.

2. In so far as that information is provided by you, or by third parties with your permission, your responsibility arises as soon as possible if any circumstances or facts alter, as any alteration may have a significant impact on the advice given.

3. If the circumstances change therefore or your needs alter, advise us of the alteration as soon as possible in writing.
4. You must provide all information and answer any questions within a reasonable time to enable us to complete the work for you.
5. **Our AAT License does not authorise Jaccountancy to carry out any aspect of Investment Work**

## **MAKING A COMPLAINT ABOUT THE QUALITY OF SERVICE**

1. We are committed to providing you with a high-quality service that is both efficient and effective for <CLIENTNAME>
2. All initial comments and queries should be made directly to your Client Manager however should you wish to raise a formal complaint please write to us at:
3. **Practice Manager**  
**Jaccountancy (UK) Ltd**  
**Maling Exchange, Hoults Yard,**  
**Walker Road, Newcastle upon Tyne,**  
**NE6 2HL**
4. We will acknowledge your complaint within 7 working days and undertake a prompt investigation to determine what has gone wrong and do everything reasonable to put it right.
5. If you are still not satisfied with our Final Complaint Response, you can refer your complaint to our professional body, AAT (Association of Accounting Technicians)
6. Not all complaints will be the result of Jaccountancy's failure to meet the ethical code and it may simply be down to an error in judgement or an isolated issue, which it is not in the public interest for AAT to investigate.
7. AAT are not able to resolve Fee Disputes and they are unable to award financial compensation or redress.
8. AAT will only consider complaints that have first exhausted Jaccountancy's internal complaints process.

## **RETENTION OF RECORDS**

1. You have a legal responsibility to retain documents and records relevant to your tax affairs.
2. Documents may be retained electronically.
3. During the course of our work, we may collect information from you and others relevant to your affairs.
4. Documents and records relevant to your affairs are required by law to be retained as follows:
5. **INDIVIDUALS, TRUSTEES & PARTNERSHIPS**
6. 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, LLPs and other corporate entities; 6 years from the end of the accounting period;
7. Whilst certain documents may legally belong to you, we may destroy correspondence and other papers that we store, electronically or otherwise, which are more than 7 years old.
8. You must tell us if you require the return or retention of any specific documents for a longer period.
9. If you cease to be a client of the practice, we will confirm to you that any records we hold that should be retained by you will be retained for a further period of two months.
10. We will destroy such records after that period if you have not made a provision to collect such records.

## **OWNERSHIP OF DOCUMENTS**

1. All original documents obtained from the client arising from the engagement shall remain the property of the client.
2. However, we reserve the right to make a copy of the original documents for our records.
3. Copies will be stored electronically on our client portal ([www.jaccountancy.co.uk/client-portal](http://www.jaccountancy.co.uk/client-portal))
4. Our engagement will result in the production of financial statements, tax returns and supporting documents in electronic format.
5. Ownership of these documents will vest in you.
6. All other documents produced by us in respect of this engagement, unless specifically referred to in the letter of engagement, will remain the property of the firm.

## **BRIBERY ACT 2010**

1. In accordance with the requirements of the Bribery Act 2010, we have policies and procedures in place to prevent the business and its partners and staff from offering or receiving bribes.

## **COMMUNICATION**

1. Unless you instruct us otherwise, we may, where appropriate, communicate with you and with third parties via email or by other electronic means.  
<CLIENTNAME> is responsible for virus-checking emails and any attachments
2. With electronic communication there is a risk of non-receipt, delayed receipt, inadvertent misdirection or interception by third parties.
3. We use virus-scanning software to reduce the risk of viruses and similar damaging items being transmitted through emails or electronic storage devices.
4. 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 dispatch.
5. Nor can we accept any liability for problems or accidental errors relating to this means of communication, especially in relation to commercially sensitive material.
6. Our primary method of dispatching and exchanging digital documents and attachments is via a secure third-party client portal system, you will be provided access to the portal and you should keep your access details confidential and secure.
7. 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 -  
<CLIENTNAME> will be responsible to cover postage costs where <CLIENTNAME> insists on using postal services to communicate with Jaccountancy.
8. We engage and collaborate with our clients via Phone, Text, Email, Virtual Meeting or Face to Face Meetings at our office – If there is such urgency that we are requested to attend an external location, then we reserve the right to charge additional fees.
9. You agree that all calls (to and from) 0330 122 2280 are recorded and stored on our server for 7 years for quality and assurance purposes

## **PERSONNEL**

1. Your dedicated client manager will be your day-to-day contact, the contact details of the relevant people are listed below.
2. We reserve the right to nominate which other staff may work on this engagement and we will inform you of any changes.
3. Your client manager will be allocated upon signing the engagement letter, they will reach out to you so that they may introduce themselves.

Personnel Name	Employee Position	Included In the Unlimited Support?	Telephone Number	Email
Jay Wilson	Director	No (Hourly Rate £85 ph)	0330 122 2280	<a href="mailto:Jay@Jaccountancy.co.uk">Jay@Jaccountancy.co.uk</a>
Amie Thirlwell	Practice Manager	Yes	0330 122 2280	<a href="mailto:Amie@Jaccountancy.co.uk">Amie@Jaccountancy.co.uk</a>
Hannah Leach	Senior Client Manager	Yes	0330 122 2280	<a href="mailto:Hannah@Jaccountancy.co.uk">Hannah@Jaccountancy.co.uk</a>
(Your Client Manager)	Client Manager	Yes	0330 122 2280	<a href="mailto:TheTeam@Jaccountancy.co.uk">TheTeam@Jaccountancy.co.uk</a>

## **DATA PROTECTION**

- The Directors of Jaccountancy take ultimate responsibility for Data Protection. Jaccountancy is committed to ensuring the protection of the privacy and security of any personal data which we process.
  - Data Protection Officer | **Mr Jay Wilson**
  - ICO Registration Number | **ZA532013**
  - Registered Address | **Maling Exchange, Hoult's Yard, Walker Road, Newcastle upon Tyne, NE6 2HL**
  - Contact Email | **[TheTeam@Jaccountancy.co.uk](mailto:TheTeam@Jaccountancy.co.uk)**
  - Contact Number | **0330 122 2280**
- Your attention is drawn to the below terms of business which detail how we treat personal data received by us in the provision of our services during our engagement with you.
- 'GDPR' means the General Data Protection Regulation ((EU) 2016/679); and
- 'PECR' means the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003).
- Depending on the nature of the service, we shall each be considered an independent data processor or controller in relation to the client's personal data. For example, if we calculate and submit your personal tax return we are acting as a controller.
- If we process your payroll on behalf of your employees, we are acting as a processor.
- Each of us will comply with all requirements and obligations applicable to us under the data protection legislation and in line with our data protection and privacy policy which can be located at <https://jaccountancy.co.uk/Company-policies> in respect of the client's personal data.

## **CONFIDENTIALITY**

- 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 clause will apply during and after this engagement has ended.

## **MONEY LAUNDERING REGULATIONS 2017**

- In accordance with the Proceeds of Crime Act and Money Laundering Regulations 2017 you agree to waive your right to confidentiality to the extent of any report made, document's provided, or information disclosed to the National Crime Agency (NCA).

2. You also acknowledge that we are required to report directly to the NCA without prior reference to you or your representatives if during the course of undertaking any assignment the person undertaking the role of Money Laundering Reporting Officer becomes suspicious of money laundering.
3. As with other professional services firms, we are required to identify our clients for the purposes of the UK anti-money laundering legislation.
4. We may request from you, and retain, such information and documentation as we require for these purposes and/or make searches of appropriate databases.
5. Copies of such records will be maintained by us for a period of at least five years after we cease to act for <CLIENTNAME>

## **CONFLICTS OF INTEREST**

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.
2. 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. If this arises, we will inform you promptly and issue a Disengagement Letter.
3. 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.
4. Where possible this will be done on the basis of your informed consent.
5. We reserve the right to act for other clients whose interests are not the same as or are averse to your subject of course to the obligations of confidentiality referred to above.
6. 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.
7. Unless otherwise agreed by all parties we will continue to supply information to the normal place of business for the attention of the directors or proprietors.
8. If conflicting advice, information or instructions are received from different directors or principals in the business we will refer the matter back to the board of directors or principals and take no further action until they agree on the action to be taken.
9. In such circumstances, we will only assist with any implementation of our advice if specifically instructed and agreed upon in writing.

## **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

1. The advice 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 in the Engagement letter that a specified third party may rely on our advice.
2. We accept no responsibility to third parties, including any group company to whom the engagement letter is not addressed, for any advice, information or material produced as part of our work for you that you make available to them.
3. 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.
4. There are no third parties that we have agreed should be entitled to rely on the work done pursuant to this engagement letter.

## **LIMITATION OF LIABILITY**

1. We will provide our services as detailed in your Service Summary (as set out earlier in this document) with reasonable care and skill.
2. Our liability to you is limited to losses, damages, costs and expenses caused by our negligence or wilful default.
3. We accept no liability for loss caused by others, or for losses caused to others.

4. You acknowledge that we are a private limited company and there is no contract between you and any individual shareholder, director, partner, consultant or employee of the company. Any advice to you or services performed for you by any such persons is given on behalf of Jaccountancy
5. You have agreed that you will not bring any claim of a kind against any of our directors or employees on a personal basis.
6. **Exclusion of liability in relation to circumstances beyond our control:**
  - a. We will not be liable to you for any delay or failure to perform our obligations under this engagement letter, if the delay or failure has been caused by you, or by circumstances which are outside Jaccountancy's reasonable control.
7. **Exclusion of liability relating to the discovery of fraud etc:**
  - a. We will not be responsible or liable for any loss, damage or expense incurred or sustained if information material to the service we are providing is withheld or concealed from us or wrongly misrepresented to us or from fraudulent acts, misrepresentation or wilful default on the part of any party to the transaction and their directors, officers, employees, agents or advisers.
  - b. This exclusion shall not apply where such misrepresentation, withholding or concealment is or should (in carrying out the procedures which we have agreed to perform with reasonable care and skill) have been evident to us without further enquiry.
8. **Limitation of aggregate liability:**
  - a. Where the engagement letter specifies an aggregate limit of liability, then that sum shall be the maximum aggregate liability of this company, its directors, agents and employees to all persons to whom the engagement letter is addressed and also any other person that we have agreed with you may rely on our work.
  - b. By signing the engagement letter, you agree that you have given proper consideration to this limit and accept that it is reasonable in all the circumstances.
  - c. If you do not wish to accept it, you should contact us to discuss it before signing the engagement letter.

## **ACCOUNTANCY FEES**

1. The fees that we charge for carrying out this engagement are set out in the payment schedule earlier in this document.
2. Subscription Invoices will be raised as per the schedule earlier in this document, and the invoice due date is 14 days later
3. Where we carry out work that is not on a subscription basis, there will be a 20% deposit with 80% due on completion, this will be set out in the payment schedule section earlier in this document.
4. Our preferred payment method is Direct Debit, you agree for us to set up a Direct Debit to collect our fees. We also accept Cash, Cheque, Paypal, Amex, Debit or Credit card and Bank Transfers
5. Where a matter is exceptionally complex or of such urgency that additional work will necessarily need to be undertaken outside of normal office hours to meet the urgent needs of the client, or should work be requested that is not part of the scope set out earlier in this document, Jaccountancy reserves the right to charge an additional fee.
6. You agree to pay our fees, costs, disbursements and expenses in full without offset, whether or not the works have successfully concluded, or a transaction has successfully completed.
7. Whilst we will give unlimited rounded advice, there are certain areas which we do not give advice or guidance and for which we will not volunteer that such advice is warranted.
8. We reserve the right to charge statutory interest of 10% on overdue invoices and pass on any debt collection or court charges incurred in the recovery of the debt.
9. For each invoice that is paid late, we reserve the right to apply a £30+VAT late payment charge
10. We intend to exercise these rights, only where it is fair and reasonable for us to do so.
11. Where we have been asked to close a Limited Company, we reserve the right to ask for our fee's to be paid upfront

## **DIRECTORS PERSONAL GUARANTEE**

1. Where <CLIENTNAME> is a Private Limited Company, then the Director/s of the company jointly and severally give, as a continuing obligation, a personal guarantee.
2. The Director/s agree to be personally liable to pay our invoices, if <CLIENTNAME> is unable to make payment for any reason.

## **FAIR USAGE POLICY AND ADDITIONAL FEES**

1. To ensure the provision of high-quality services to all our clients, and to ensure that the behaviour of some does not disadvantage the majority, you agree to abide by our fair usage policy.
2. The policy applies to the services provided by us under this agreement in respect to the number of meeting requests, and the nature of calls, texts and emails to our team.
3. Whilst we endeavor to attend an unlimited number of meetings and respond to an unlimited amount of phone calls, text messages and emails on behalf of our clients, in the event that we receive an unreasonably large number of calls texts meeting requests or emails, from an individual client relative to the monthly package that the client represents, or the nature of those communications in our sole opinion places unreasonable demands on our client service infrastructure, then this fair usage policy will apply and we reserve the right to notify you of a revised subscription figure and to seek your agreement thereto.
4. While we endeavor to undertake an unlimited amount of bookkeeping as part of this agreement, we will monitor the nature and number of transactions in play and the time taken to perform the required tasks against those transactions in order to determine if this is reasonable, fair and in line with the current monthly subscription. If it becomes apparent to us that a fee quote is inadequate, we reserve the right to notify you of a revised subscription figure or range and to seek your agreement thereto.
5. Unlimited bookkeeping does not include dropping off boxes of receipts and paperwork, you agree that additional charges will apply.
6. We want to point out that it is in your interest to ensure that your records are completed to the agreed standard and that you respond to our requests for information promptly, we assume that you will fulfil your responsibilities as if you do not, this may incur extra effort on our behalf, for which we have the right to raise an additional charge.

## **TERMINATION AND DISENGAGEMENT**

1. **This agreement is for a minimum length which stated on the front page of this agreement ("the Minimum Term").**
2. Either of us can terminate this agreement by giving the other at least 7 days notice to expire on the last day of the Minimum Term (**Which is <DATE>**)
3. If you want to terminate early, you can only do so if you pay an amount equal to 100% of the fee's payable for the remainder of the Minimum Term.
4. This agreement renews automatically, with each 'Renewal Period' being equal to the duration of the initial Minimum Term
5. Either of us can terminate this agreement at any time by giving to the other not less than 7 days written notice to expire at the end of any Renewal Period.
6. If you want to terminate early, you can only do so if you pay an amount equal to 100% of the fee's payable for the remainder of the relevant Renewal Period.
7. Jaccountancy reserves the right to make an immediate disengagement where:
  1. We discover your Insolvency
  2. You refuse to give us the information that is needed for us to complete the work that you have asked us to do
  3. Your failure to pay us any amount due when asked and the amount is 30 days overdue
  4. We are prevented from acting by the National Crime Agency
  5. You're requesting us to break to law
  6. The relationship of trust and confidence necessary between Accountant and Client ceasing to exist between us
  7. You verbally abuse or threaten our staff
  8. You fail to cooperate with us, or we have reason to believe that you have provided us or HMRC with misleading information
8. Fees remain payable under any Minimum Term or Renewal Period where Jaccountancy have made an immediate disengagement under point 7 above.
9. Jaccountancy (UK) Ltd will issue a Disengagement Letter in all instances making our collective responsibilities clear.
10. Termination will be without prejudice to any rights that may have accrued to either of us prior to termination.

## **ASSIGNMENT AND AMENDMENT**

1. You agree that any or all of our obligations under the Contract may be transferred to one or more replacement provider(s) by giving you notice via written or electronic communication. If you're unhappy with the transfer, you can end the Contract between us within 5 business days of us telling you about the transfer.
2. The benefit of any or all of our rights under or relating to the Contract may be assigned to any of our affiliates, funders, investors, or any other third party, without prior notice to you.
3. We may from time to time make changes to the Services, the Contract, our privacy policy or these terms of engagement of which we are required to reflect changes in relevant laws and regulatory requirements. Where we wish to make changes which are not required by relevant laws or regulatory requirements, then we shall notify you of these changes.



## Service Terms and Conditions

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### **Ongoing SA100's | Self-Assessment Personal Tax Return Preparation and Submission Service to HMRC**

We will prepare your self-assessment tax returns together with any supplementary pages required from the information and explanations that you provide to us. After obtaining your approval, we will submit your returns to HMRC.

We will calculate your income tax, high-income child benefit charge, national insurance contributions (NIC) and any capital gains tax liabilities and tell you how much you should pay and when. Where instructed by you, we will advise on the interest and penalty implications if tax or NIC is paid late. We will also check HMRC's calculation of your tax and NIC liabilities, and initiate repayment claims if tax or NIC has been overpaid.

Other than tax credits and universal credit (see below), we will advise you as to possible tax return-related claims and elections arising from information supplied by you. Where instructed by you, we will make such claims and elections in the form and manner required by HMRC.

We will review PAYE notices of coding provided to us by you and advise accordingly. Note that HMRC no longer sends copies of notices of coding to agents.

#### **Ad hoc and advisory work**

Where you have instructed us to do so we will provide such other taxation ad hoc and advisory services as may be agreed between us from time to time. These services will be subject to the terms of this engagement letter and standard terms and conditions of business unless we decide to issue a separate engagement letter. An additional fee may be charged for these services. Examples of such work include:

1. advising on ad hoc transactions and queries (including telephone conversations), preparing and submitting information in the relevant format to HMRC and calculating any related tax liabilities
1. dealing with any enquiry opened into your tax return or tax affairs by HMRC
1. preparing any amended returns that may be required and corresponding with HMRC as necessary

Where specialist advice is required, on occasions we may need to seek this from or refer you to appropriate specialists. We will only do this when instructed by you.

#### **Tax credits and universal credit**

If we agree to advise you on tax credits and universal credit we will issue a separate letter or schedule to cover this area. Tax credits and universal credit are, in effect, a social security benefit. Your entitlement or otherwise will depend not only on your own circumstances but also those of your household, and we would require all relevant information to advise in this regard.

#### **Changes in the law or practice or in public policy**

We will not accept responsibility if you act on advice given by us on an earlier occasion without first confirming with us that the advice is still valid in the light of any change in the law or practice or in public policy or your circumstances.

We will accept no liability for losses arising from changes in the law (or the interpretation thereof) or practice or in public policy that are first published after the date on which the advice is given.

## Your responsibilities

You are required to prepare accounts (financial statements) for each financial year, which give a true and fair view of the state of affairs of the business and of its profit or loss for that period. In preparing those accounts you should:

- a. select suitable accounting policies and then apply them consistently
- b. make judgements and estimates that are reasonable and prudent.

It is your responsibility to keep proper accounting records that disclose with reasonable accuracy at any particular time the financial position of the business. It is also your responsibility to safeguard the assets and to take reasonable steps for the prevention of and detection of fraud and other irregularities with an appropriate system of internal controls.

You are also responsible for making available to us, as and when required, all accounting records and all other relevant records and related information.

You will also be responsible for:

- a. maintaining records of all receipts and payments of cash
- b. maintaining records of invoices issued and received
- c. reconciling balances [monthly/annually] with the bank statements
- d. preparing a record of business mileage undertaken in the year
- e. preparing a record of hours per month worked at home if you wish to claim for business use of your home
- f. preparing details of any loan interest paid
- g. preparing a record of capital introduced
- h. preparing details of the following at the year-end: stocks and work in progress, fixed assets, amounts owing to creditors, amounts owing by customers, and accruals and prepayments.[\[ACCA 3\]](#)

You are aware that you are legally responsible for:

1. ensuring that your self-assessment tax returns are correct and complete
2. filing any returns by the due date
3. paying tax on time.

Failure to do this may lead to penalties and/or interest.

Taxpayers who approve their returns cannot delegate this legal responsibility to others. You agree to check that the returns we have prepared for you are complete before you approve them.

To enable us to carry out our work you agree:

1. that all returns are to be made on the basis of full disclosure of all sources of income, charges, allowances and capital transactions
2. to provide all information necessary for dealing with your affairs, including the accounts information outlined above: we will rely on the information and documents being true, correct and complete, and will not audit the information or those documents
3. to authorise us to approach such third parties as may be appropriate for information that we consider necessary to deal with your affairs
4. to provide us with information in sufficient time for your tax return to be completed and submitted by the deadline.

You will keep us informed of material changes in your circumstances that could affect your tax liability. If you are unsure whether the change is material or not please let us know so that we can assess its significance.

**Where a Self Assessment Tax Return is submitted less than 30 days before the deadline, additional charges apply. (i.e where a self assessment is submitted in January)**

## Agreement Summary

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Sender	<b>Jaccountancy</b>
Sent Date	<DATE>
Recipient	<b>&lt;CLIENTNAME&gt;</b>
Effective Start Date	<DATE>
Payment Authority	
Payment Method	<b>Direct Debit</b>
Document ID	
Status	
Accepted At	<DATE>
Minimum Price	<b>£455.00 +VAT</b>

Signatory	<input type="text"/>
Signed	<input type="text"/>
Time	<input type="text"/>
IP Address	<input type="text"/>