

Buttons' Terms & Conditions for Incorporated Clients

1 Introduction

1.1 These terms and conditions set out the general terms under which we undertake our business with incorporated clients.

2 Parties to the Contract

2.1 Buttons Accounting Ltd ("Buttons") contracts with the limited company or other incorporated body named in a contract or the addressee of a letter of engagement.

2.2 As a specific requirement of the Money Laundering Regulations we may require you to produce evidence of identity of the company and its owners and managers. This will include for the business proof of registration and address and for the individuals proof of identity and address.

2.3 In the event of disputes between shareholders and/or others who own or are in some way involved in the ownership and management of the client company, Buttons will not provide information or services to persons other than authorised representatives of the company or individuals specifically named as the beneficiaries of work to be undertaken by Buttons under your letter of engagement or contract without the express knowledge and direction of your board of directors.

2.4 Only you and persons named as the beneficiaries of work to be undertaken by Buttons in your letter of engagement or contract shall have any right to enforce an agreement.

2.5 Subject to paragraph 2.4 above, no third party shall gain a right to enforce a contract with Buttons deriving from the Contracts (Rights of Third Parties) Act 1999.

3 Ethical guidelines, Client Monies & Commissions

3.1 We are bound by the ethical guidelines of the Association of Chartered Certified Accountants ("ACCA") and accept instructions to act for you on the basis that we will act in accordance with those ethical guidelines. A copy of these guidelines can be viewed at our offices on request or can be seen at www.accaglobal.com.

3.2 We may, from time to time, hold money on your behalf. Such 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' Monies Rules of the ACCA. These rules can be found on the ACCA website at www.accaglobal.com.

3.3 In some circumstances, commissions or other benefits may become payable to us or to one of our associates in respect of transactions which we or such associates arrange for you, in which case you will be notified in writing of the amount and terms of payment. The fees that would otherwise be payable by you as described will not take into account the benefit to us of such amounts. As far as allowed by legislation, you consent to such commission or other benefits being retained by us or, as the case may be, by our associates, without our or their being liable to account to you for any such amounts.

4 Fees

4.1 The fees Buttons will charge you are set out in our letter of engagement and/or contract. Our fees are computed on the basis of time spent on your affairs by the principals and our staff, and on the levels of skill and responsibility involved. Rate cards and fuller breakdowns of time spent are usually available on request.

4.2 If it is necessary to carry out work outside the responsibilities outlined in a letter of engagement or contract, additional fees will become payable. It is in your interest to ensure that your records are completed to the agreed stage and meet the deadlines set out in paragraph 8.

4.3 In the case of a dispute over the level of fees charged we reserve the right to require that the matter be dealt with through arbitration. Arbitration will be undertaken by the fee arbitration service provided by ACCA for members. The fee arbitrator will be appointed by the ACCA president; the fee will be as negotiated with the ACCA arbitrator

4.4 All fees are subject to VAT where applicable.

4.5 Unless stated to the contrary in a letter of engagement or contract, invoices will be issued as work is complete.

4.6 All invoices will include details of any disbursements which have been recharged in accordance with our agreement.

4.7 Interest will be charged on all overdue debts at the National Westminster Bank base rate + 2%.

5 Confidentiality & Data Protection

5.1 Subject to paragraphs 5.2 to 5.8 below Buttons confirm that where you give us confidential information Buttons shall undertake reasonable endeavours to keep it confidential and only use it for the purposes described by this contract.

5.2 Buttons acts as a data controller for the purposes of the data protection legislation when processing your transactional information and may be required by a data subject access request to disclose some personal data held by it relating to your unincorporated suppliers and customers. In relation to payroll services, Buttons acts as data processor, and where Buttons will be managing your payroll, you are responsible for

5.2.1 complying, as a data controller, with Data Protection legislation and, in particular, registering if necessary with the Information Commissioner's Office and observing the principle of data minimisation when providing information to Buttons;

5.2.2 in relation to your employees, keeping certain records and original documentation of a sensitive personal nature securely; and

5.2.3 responding to employee Data Subject Access requests

Clients who have contracted Buttons' to provide payroll services benefit from the rights set out in Buttons' Data Protection Charter, copies of which are available from Buttons on request

5.3 The contact details of directors, managers and administrators within the Client may be used by Buttons to advise of training events, articles of trade or professional interest and informative purposes of a similar nature, provided always that those individuals may withdraw consent to the use of their contact details for such additional purposes.

5.4 You permit Buttons' to use all information provided by you necessary for completion of work for persons named in your contract as entitled to the benefit of a service from Buttons and will respect the right of the named persons to privacy in their own personal tax affairs and HMRC submissions.

5.5 In accordance with the Proceeds of Crime Act and Money Laundering Regulations 2003 you agree to waive your right to confidentiality to the extent of any report made, document provided or information disclosed to the National Criminal Intelligence Service (NCIS) and also acknowledges that Buttons is required to report directly to NCIS without prior reference to you if during the course of undertaking any assignment the person within Buttons undertaking the role of Money Laundering Reporting Officer becomes suspicious of money laundering.

5.6 As part of our on-going commitment to providing a quality service, some of our files may be subject to an independent review. Our reviewers are highly experienced and professional people and, of course, are bound by the same requirements for confidentiality as Buttons' directors and staff.

5.7 Buttons may also be required to disclose files and documents to regulatory bodies in the exercise of their powers.

5.8 Buttons' duty of confidentiality does not extend to information published by Companies House under the Companies Acts.

6 Retention of records

6.1 To facilitate Buttons in the performance of the contract, you may need to provide us original documents (e.g. receipts, purchase notes etc). If originals need to be removed from your premises, they will be returned

following preparation of your return or accounts. But, retention of copies of these documents by Buttons is not automatic and so originals returned should be retained by you for a minimum of 7 years in case of investigation by tax and pension authorities. Whilst Buttons remains engaged by you, Buttons will let you know if in its opinion you should or are required to retain these originals for a longer period.

6.2 You will own the first copy of all on-line tax submissions and reports made by Buttons on your behalf as part of Buttons' instructions. Internal working documents and correspondence with third parties created to complete accounts and submissions remain the property of Buttons. This also applies where you request Buttons to respond to HMRC Compliance Checks & Investigations: the first copy of HMRC's notification and responses to HMRC are your property but correspondence received by Buttons' from you and third parties as a contribution towards a response submitted on your behalf by Buttons will be owned by Buttons. Notwithstanding that an official document may be owned by you, you permit Buttons to copy and retain on file copies for its records. Any named beneficiary of work to be undertaken by Buttons in your letter of engagement or contract will own the first copy of tax submissions formulated by Buttons on their behalf, but Buttons will retain ownership of internal working documents.

6.3 Files are reviewed for continued retention by Buttons before the expiry of 7 years from their opening. HMRC minimum retention periods require limited company records to be retained for a longer period when a company holds assets likely to last longer than 6 years. Should we decide that retention of a file beyond 7 years is not necessary, we may contact you to give you the opportunity to collect it or documents on it. Buttons will always try to do this if its file contains original documents belonging to you, but in other cases reserves the right to destroy the file without notice. Buttons will also contact current clients where it decides that its file needs to be retained for more than 7 years. Contact will be made to your registered office address. Buttons' may proceed to destroy or archive a file as it sees fit if no reply is received within 3 months of contact.

6.4 If you cease to be a client and no sums remain to be paid to Buttons in respect of services rendered, Buttons will return to you or, at your direction, transfer all documents owned by you to your newly appointed accountant. This may include electronic records in accounting software formats used by Buttons. But nothing in this paragraph, prevents Buttons retaining its own working papers and records and copies of tax submissions for the 7 year retention period mentioned at 6.1 above.

6.5 Unless otherwise stated in a letter of engagement or contract, Buttons does not act as company secretary, permit its premises to be used as your registered office or retain your limited company registers required by the Companies Acts.

7 Advice And Notifications

7.1 Buttons is not authorised to provide Legal or Investment advice. If during the provision of professional services to you, you need such advice, Buttons may refer you to someone who is authorised or appropriately regulated.

7.2 Significant tax and procedural advice offered by Buttons' staff should not be relied upon unless it has been confirmed by a Qualified Accountant within Buttons' Practice.

7.3 Buttons shall not be treated as having notice, for the purposes of our accounts/tax responsibilities, of information provided to employees of the firm other than those engaged on the specific assignment to which the information relates (for example, information provided in connection with Payroll, VAT & Year End Accounts).

7.4 Any advice Buttons gives you is for your sole use and does not constitute advice to any third party to whom you may communicate it. Buttons will not accept responsibility to any third party for any aspect of our professional services or work that is made available by you to them.

8 Client Responsibilities

8.1 It is your responsibility to ensure that complete source material evidencing transactions and/or complete & actionable instructions are available to our bookkeepers reasonably in advance of submission dates or required deadlines and certainly no shorter than the following:

- Payroll – 3 working days before date of intended payroll
- VAT – 10 working days before HMRC submission date
- Year End Accounts – 2 months before HMRC submission date

8.2 In the event of these deadlines not being met by you, instructions by you to Buttons to meet submission dates or intended payroll dates shall be constructed as instructions to do work outside the responsibilities set in your letter of engagement or contract, and Buttons shall be entitled to recover from you its fees for hours worked, additional disbursements paid on your behalf and costs associated with redeploying staff from their scheduled duties.

8.3 Buttons accepts no liability (e.g. in respect of HMRC fines levied or additional costs attributable to responding to HMRC Compliance Checks or Inspections or employees suffering losses arising as a result of reliance on anticipated but not achieved payroll dates) attributable to your failure to meet the deadlines set out in 8.1.

9 Termination

9.1 Unless stated to the contrary in your letter of engagement or contract, both parties to an agreement may terminate it on providing the other 1 months' notice in writing.

9.2 Buttons may terminate an agreement without notice if compelled by the ACCA or legal authority or regulator to do so.

10 Quality of service

10.1 We aim to provide a high quality service at all times. If you would like to discuss how our service could be improved or if you are dissatisfied with the service you are receiving, you should let us know by contacting Buttons' Managing Director - Emma Gilbert.

10.2 We undertake to look into any complaint carefully and promptly and to do all we can to explain the position. If we do not answer your complaint to your satisfaction you may take up the matter with the ACCA.

11 Applicable law & Jurisdiction

11.1 The contract will be governed by, and construed in accordance with English Law. The Courts of England will have exclusive jurisdiction in relation to any claim, dispute or difference concerning the letter of engagement or contract and any matter arising from it.