

McIntyre-Stuart – Terms & conditions

		6	Intellectual property rights
		6.1	We will retain all copyright in any document prepared by us during the course of carrying out the engagement save where by law specifically provide otherwise.
1	Applicable law	7	Lien
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 the 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.	7.1	Insofar as we are permitted to so by law or professional guidelines, we reserve the rights 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.
2	Confidentiality	8	Interpretation
2.1	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 own 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.	8.1	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.
2.2	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.	9	Limitation of third party rights
2.3	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 confidential information.	9.1	The advice and information we provide to you s 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 work. 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 which you make available to them. A party to this agreement is the only person who has the right to enforce any of the terms and no rights or benefits are conferred on any third party under the Contracts (Rights of Third Parties) Act 1999.
3	Conflicts of interest	10	Quality control
3.1	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 unless we are unable to do so because of our confidentiality obligations. We have safeguards that can be implemented to protect interests of different clients if a conflict arises. 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.	10.1	As part of our on-going commitment to providing a quality service, our files are periodically reviewed by an independent regulatory or quality control body. These reviewers are highly experienced and professional people and, of course, are bound by the same confidentiality as our directors and staff.
3.2	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. We reserve the right to provide services for other clients whose interests are not the same as yours or are adverse to yours subject of course to the obligations of confidentiality referred to above.	11	The Provision of Services Regulations 2009
4	Data protection	11.1	We are members of the Certified Public Accountants Association under number: The APB ethical standards can be accessed at www.frc.org.uk/apb .
4.1	We confirm that we comply with the provisions of the Data Protection Act 1998 when processing personal data about you. In order to carry out the services under the engagement letter and for related purposes such as updating and enhancing our client records, analysis to management purposes and statutory returns, legal and regulatory compliance and crime prevention we may obtain, process, use and disclose personal data about you.	11.2	Our professional indemnity insurer is Hiscox Underwriting Ltd of 1 Great St Helen's, London EC3A 6HX. 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 of America or Canada.
5	Electronic and other communications	12	Reliance on advice
5.1	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.#	12.1	We will endeavour to records 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.
5.2	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 dispatch. 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 when electronic submission is mandatory.	13	Retention of papers
5.3	Any communication by us with you sent through the post system is deemed to arrive at your postal address two working days after the day that the document was sent.	13.1	You have the 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 <ul style="list-style-type: none">• 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 <ul style="list-style-type: none">• 6 years from the end of the accounting period
		13.2	Whilst certain documents may legally belong to you, unless you tell is 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.