

Standard Terms and Conditions

The following terms of business apply to all engagements accepted by Suzanne Ferguson Business Services. All work is carried out under these terms except where changes are expressly agreed in writing.

1 Professional rules and practice guidelines

- 1.1 I shall observe the byelaws, regulations and ethical guidelines of the Association of Accounting Technicians (AAT) and accept instructions to provide services to you on the basis that I shall act in accordance with them.
- 1.2 I refer you to the AAT code of ethics www.aat.org.uk/about-aat/aat-standards/aat-ethics-and-conduct or I can supply a copy of these guidelines to you upon request.

2 Retention of and access to records

- 2.1 During the course of my work I shall collect information from you and others acting on your behalf and shall return any original documents to you. You should retain all records for 6 years from the 31 January following the end of the tax year in which your year-end falls.
- 2.2 Unless you request me not to, I intend to destroy correspondence and other working papers that I store which are more than seven years old, other than documents which I consider to be of continuing significance. If you require retention of any document, you must notify me of that fact in writing.

3 Confidentiality

- 3.1 I confirm that where you give me confidential information I shall at all times keep it confidential, except as required by law or as provided for in regulatory, ethical or other professional statements relevant to your engagement.

4 Conflicts of interest and independence

- 4.1 I reserve the right during my engagement with you to deliver services to other clients whose interests might compete with yours or are or may be adverse to yours, subject to Confidentiality above. I confirm that I shall notify you immediately should I become aware of any conflict of interest involving myself and affecting you or your business.
- 4.2 I shall where possible identify any potential conflicts of interest and how they impact in my service to you, either in the terms of engagement with you or in any other relevant correspondence. I refer you in particular to section 220 of AAT code of ethics.

5 General Data Protection Regulations

- 5.1 I may obtain, use, process and disclose personal data about you in order that I may discharge the services agreed under the engagement letter, and for other related purposes including updating and enhancing client records, analysis for management purposes and statutory returns, crime prevention and legal and regulatory compliance. You have a right of access, under data protection legislation, to the personal data that I hold about you. For the purposes of the General Data Protection Regulations, the Data Controller in relation to personal data supplied about you is Suzanne Ferguson.

6 The Proceeds of Crime Act and the Money Laundering Regulations

- 6.1 In common with all accountancy practices I am required by the above legislation to:
- (a) have identification procedures for all new clients;
 - (b) maintain records of identification evidence; and
 - (c) report in accordance with the relevant legislation and regulations.

7 Help me to give you the best service

- 7.1 I wish to provide a high quality of service at all times. If at any time you would like to discuss with me how my service to you could be improved, or if you are dissatisfied with the service you are receiving, please let me know.
- 7.2 I undertake to look into any complaint carefully and promptly and to do all I can to explain the position to you. If you feel that I have given you a less than satisfactory service, I undertake to do everything reasonable to address your concerns. If you are still not satisfied, you may of course take up matters with the Association of Accounting Technicians.

8 Professional indemnity insurance

- 8.1 In accordance with the disclosure requirements of the Provision of Services Regulations 2009, my professional indemnity insurer is Trafalgar Insurance Company Ltd of Normandie House; Rue a Chiens, St Sampson's, Guernsey. The territorial coverage is worldwide (excluding professional business carried out from an office in the United States of America and Canada) and excludes any action for a claim brought in any court out-with Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

9 Fees

- 9.1 Where I have agreed a fixed fee for work, details will be provided in a quote separate from these terms.
- 9.2 I reserve the right to charge interest at 8% over base rate in the case of amounts outstanding for 30 days or more. I also reserve the right to terminate our engagement and cease acting if the account is unduly delayed in payment. However, it is not my intention to use these rights in a way that is unfair or unreasonable.

10 Applicable law

- 10.1 This engagement letter is governed by, and construed in accordance with Scots law. The Courts of Scotland will have exclusive jurisdiction in relation to any claim, dispute or difference concerning this engagement letter and any matter arising from it. Each party irrevocably waives any right it may have 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.