Terms of Business

Clean Accounts Ltd
Effective date: 3rd November 2025

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Definitions
"We/Us/Our" means Clean Accounts Ltd (Company No. 14124645). "You/Your" means the client named in the Letter of Engagement. "Engagement Letter" means the letter (and any Schedule of Services or proposal) we issue setting out the services, fees, and any special terms. "Services" means the professional services described in the Engagement Letter. All amounts stated are exclusive of VAT, if applicable.

Governing law and jurisdiction
These Terms, the Engagement Letter and any Schedule of Services are governed by the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction. Each party irrevocably waives any objection to that forum.

Professional body and ethical standards
We are regulated by the Association of Accounting Technicians (AAT) and will act in accordance with its byelaws, regulations, ethical guidelines and Professional Conduct in Relation to Taxation (PCRT). We will comply with the general anti-abuse rule and targeted anti-avoidance rules. We will not undertake tax planning that breaches PCRT.

Client due diligence (AML/KYC)
We must identify and verify clients under UK anti-money laundering legislation. We may use electronic verification services and request documents/information. We will not start work until satisfactory checks are completed. Failure to provide required identification and other requested records may result in our services being suspended. Additionally, a Suspicious Activity Report ('SAR') may be submitted where required by law, and we are under no obligation to inform you of this.

Client money
Where we hold client money, it will be held in trust in a client bank account, segregated from our funds, and operated in accordance with AAT requirements.

Confidentiality and data protection
We will keep your information confidential except as required by law or regulation, as permitted in our Privacy Notice, or where you authorise disclosure. This duty continues after termination.

We may use subcontractors and cloud providers; they will be bound by confidentiality and data-security obligations no less protective than ours.

We process personal data in accordance with UK GDPR and the Data Protection Act 2018. Please read our Privacy Notice for details of processing, legal bases, retention and data subject rights. When accessing HMRC systems, we will access only what is reasonably required to perform the Services.

Conflicts of interest
We will notify you of any actual or potential conflict and implement appropriate safeguards where possible. If a conflict cannot be managed, we may cease to act. We may act for other clients whose interests differ from yours, subject to confidentiality.

Communications and electronic working
We ordinarily communicate by email and other electronic means. You accept the inherent risks (including interception, corruption, delay and viruses). We use antivirus tools but cannot guarantee security; you remain responsible for virus-checking.

If you prefer hard-copy communications (save where electronic filing is mandatory), tell us in writing.

Postal items are deemed received two working days after posting to your last notified address. You must keep your contact details up to date.

Your Responsibilities
You are responsible for providing complete, accurate and timely information and for maintaining adequate accounting records and internal controls.

You must review returns, filings and deliverables and approve them for submission. Meeting statutory deadlines remains your responsibility unless our Engagement Letter expressly states otherwise and we have received all information by the dates we specify.

You must tell us promptly about any errors or omissions in submitted returns so we can assist with voluntary disclosure.

Scope of services
The scope is set out in the Engagement Letter/Schedule of Services.

Work outside scope requires your written approval and may be charged at our then-applicable rates or a quoted fixed fee.

Fees, billing and payment
Fees reflect time, skill, responsibility, value and risk. Estimates are not binding unless stated to be fixed. We do not usually fix fees more than 12 months ahead. If circumstances change, we hold the right to revise the fees chargeable.

We bill monthly (or as stated in the Engagement Letter). Invoices are due on presentation and payable within 7 days unless stated otherwise. Fees are exclusive of VAT and disbursements. Payment is by Direct Debit (DD). You must set up the DD mandate within 30 days of accepting the Engagement Letter. If you fail to do so, we may (a) suspend services, and/or (b) require an upfront payment equal to three months' fees to continue service.

Our DD provider is GoCardless. Upon signing & returning our Engagement Letter you will be provided with a link to set up the DD. Payments will be taken on the last calendar day of each month. Please refer to our termination clause for further information regarding our termination process and details of refunds.

If a DD fails, we may charge a reasonable administration fee and re-present the payment. This is currently £10.00.

Direct Debit Guarantee. You will be notified at least 10 working days before any change in amount/date/frequency. You are entitled to an immediate refund from your bank for any DD payment taken in error. You may cancel a DD at any time by contacting your bank (you should also notify us).

We may apply funds we hold for you to settle overdue fees.

We may charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 at 8% above the Bank of England base rate and reasonable recovery costs. We may suspend or cease work on notice if sums remain unpaid.

Fee disputes must be raised within 21 days of invoice; otherwise, the invoice is deemed accepted.

On termination or a change of accountant/tax advisor, we may charge a reasonable fee for handover. This is equivalent to the time spent on the handover. A minimum charge applies and starts at our standard hourly rate, subject to a minimum of five hours.

Advisory services and charge-out rates
Initial consultations up to one hour are free. Thereafter, advisory time is chargeable at £100+VAT per hour minimum (or as otherwise agreed in the Engagement Letter). Work outside scope is charged at our applicable hourly/fixed rates unless otherwise agreed in writing.

Intellectual property
We retain copyright and all intellectual property in documents, templates, software configurations and materials we create, except where the law provides otherwise. We grant you a non-exclusive, non-transferable licence to use our deliverables for your internal purposes and for the purpose for which they were supplied.

Records, deliverables and retention
You must retain records required by law:
Individuals/partnerships/trusts with trading/rental income: 5 years 10 months after the tax year end; otherwise 22 months.
Companies/LLPs/other corporates: 6 years after the accounting period end.

We will return originals on request. We may keep copies. We may destroy files (including your documents) 7 years after our engagement ends unless law/regulation requires longer. Tell us in writing if you need longer retention.

Complaints
We aim to deliver an efficient, high-quality service. If you are dissatisfied, please contact Jonathan King in the first instance. We will investigate promptly. If unresolved, you may refer the matter to the AAT.

AAT Professional Standards Team
Email: complaints@aat.org.uk
Website: www.aat.org.uk

Lien
Where permitted by law and professional rules, we may exercise a lien over funds, documents and records relating to all engagements with you until all outstanding sums are paid.

Limitation of liability
We will provide Services with reasonable skill and care. Our liability to you arises only for losses directly caused by our negligence, fraud or wilful default.

Cap on liability. Our aggregate liability for all claims arising from or in connection with the Services is limited to £250,000 for any one claim.

We are not liable for: loss of profit, revenue, goodwill, business opportunity, anticipated savings; indirect or consequential loss; penalties, interest or additional tax arising from failures beyond our control or from incomplete, inaccurate or late information supplied by you.

We are not liable for acts/omissions of third parties (including other professional advisers) to whom we refer you or whom you engage.

Force majeure. We are not liable for delay or failure caused by events beyond our reasonable control.

Proportionate liability. Our liability is limited to the share of loss fairly attributable to us.

Limitation period. No claim may be brought more than 2 years after you became aware (or ought reasonably to have become aware) of the facts giving rise to the claim and, in any event, no later than 6 years from the act/omission.

You agree not to bring any claim personally against our directors, employees or agents; you will look only to the company.

Third-party rights
Our advice is for your sole use and may not be relied on by any third party unless we expressly agree in writing. No term is enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999.

Third-party reliance letters
Any request to allow third parties (e.g., lenders) to rely on our work is subject to our prior written consent, specific wording, additional fees and our professional indemnity insurer's approval.

Period of engagement, termination & disengagement
Our work begins on your acceptance of the Engagement Letter unless stated otherwise.

Either party may terminate on no less than 45 days' written notice (or as specified in the Engagement Letter). We may terminate immediately if you fail to cooperate, provide misleading information, or materially breach these Terms.

On termination we will seek to agree arrangements for completing work in progress where appropriate; otherwise we will cease work and have no liability for resulting consequences.

For one-off engagements, our duties end on delivery of the agreed deliverable. For recurring services, duties end on the effective termination date.

We may charge remaining contracted fees where expressly agreed in the Engagement Letter for minimum-term packages.

Refer to Fees, Billing & Payment section of this document regarding termination fees that may be applied.

If we resign or are asked to resign, we will usually issue a disengagement letter. If we are unable to contact you for 18 months, we may issue a disengagement letter to your last known address and cease to act. On request we will provide reasonable handover information to your new adviser.

Upon termination of this engagement, any refund due will be processed and paid to the Client within 30 days of the termination date.

Where services have been provided under a fixed-fee package or monthly service plan, no refund will be due in respect of those package fees unless otherwise agreed in writing. This includes annual accounts packages. Although the preparation of annual accounts is completed at the end of the accounting period, the package fee also covers ongoing support, advice, administration and other services provided throughout the year. As these services are consumed as they are delivered, no refund will be payable for any unused portion of the package following termination.

Reliance on advice
We will endeavour to record important advice in writing. Oral advice is not intended to be relied upon unless confirmed in writing. Advice is valid only at the time given and may be affected by subsequent changes in law or your circumstances.

Anti-bribery, tax evasion facilitation, sanctions and modern slavery
You and we will comply with the Bribery Act 2010 and Criminal Finances Act 2017 (including prevention of facilitation of tax evasion), and with applicable sanctions, export controls and modern slavery laws. We may terminate immediately if we reasonably suspect a breach.

Notices
Notices must be in writing and sent by hand, recorded delivery or email to the addresses in the Engagement Letter (or any updated address you notify). Email notices are deemed received at the time of transmission if sent on a business day before 5pm, otherwise the next business day.

Assignment and subcontracting
You may not assign or transfer this agreement without our written consent. We may assign or novate to a successor firm on giving you notice. We may subcontract aspects of the Services, remaining responsible to you for deliverables.

Subscription software and third-party services
Where we provide or resell cloud accounting/receipt capture subscriptions, you agree to the third-party licence terms. Subscriptions are billed monthly and may be suspended for non-payment. On termination, you may need to contract directly with the provider for continued access.

We are not responsible for downtime, errors, or losses arising from third-party software providers

Company secretarial and statutory filings
We will file only documents you have approved. You remain responsible for statutory registers and filings unless our Schedule of Services states otherwise and you have supplied information within stated lead times.

Payroll and auto-enrolment
You must provide accurate employee data, approve payroll summaries prior to submission, and fund PAYE/NIC/pension contributions. Late or inaccurate information may incur additional charges and remains your responsibility.

Filing deadlines and lead times
You must provide all information no later than the lead times we specify. Late provision may attract additional fees and may jeopardise timely filing, for which we are not liable.

HMRC Investigations, Enquiries & Compliance Checks
If HMRC opens any enquiry, compliance check, or investigation into your tax affairs or submissions we have prepared, we will assist you as agreed in the Engagement Letter or as separately instructed by you in writing. Our standard engagement for tax compliance (such as preparation of accounts, VAT returns or tax returns) does not automatically include dealing with HMRC enquiries unless expressly stated.

All work carried out in connection with any HMRC enquiry, review or investigation (including correspondence, meetings, and representation) will be charged at our standard hourly rates in force at the time, unless covered by an existing tax investigation insurance policy arranged through us. You remain responsible for our fees, regardless of whether you have insurance cover or not.

You agree to provide all relevant documents, records and information promptly upon request and to co-operate fully with us and with HMRC. Failure to do so may prejudice your position and limit the assistance we can provide.

You authorise us to respond to HMRC on your behalf in respect of work we have undertaken for you. We will keep you informed of all material developments and will not disclose information beyond what is reasonably required to deal with the enquiry unless legally obliged to do so.

If you hold a tax investigation insurance policy (whether through us or independently), it is your responsibility to check the scope of that cover and to make any claim directly with the insurer. We do not guarantee that our fees will be recoverable under any policy.

We are not liable for penalties, interest or additional tax arising from your failure to provide complete, accurate or timely information, or from actions taken (or not taken) by HMRC. Our liability for services connected to HMRC enquiries remains subject to the overall limitation of liability set out in these Terms.

Aggregated/anonymised data and know-how
We may use anonymised/aggregated information for benchmarking, analytics and know-how, provided it does not identify you or disclose confidential information.

Variations, waiver and severability
Changes to these Terms or the Engagement Letter must be in writing and signed/acknowledged by both parties. Failure to enforce a right is not a waiver. If a provision is invalid or unenforceable, it is deemed modified to the minimum extent necessary; the remainder continues in force.

Entire agreement and precedence
These Terms, the Engagement Letter and any Schedule of Services form the entire agreement and supersede prior proposals or discussions. If there is a conflict, the Engagement Letter and Schedule take precedence over these Terms.

Contact information
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