

# Terms & Conditions

These Terms & Conditions support the Client Agreement and apply to all services provided by Ark South West Ltd (“we”, “us”, “our”) to the Client (“you”, “your”). They should be read together with the Client Agreement. Schedule 1 (Misc Charges) and Schedule 2 (Client Information Deadlines) form part of these Terms.

## 1. Regulation and Professional Obligations

We are regulated by the Chartered Institute of Management Accountants (CIMA) and must comply with CIMA regulations, its Code of Ethics and Professional Conduct in Relation to Taxation (PCRT). We also has legal and regulatory obligations under UK law, including anti-money laundering and data protection laws. If our duties to regulators or under professional rules conflict with your instructions, our professional obligations, our regulatory duties take priority.

## 2. Scope of Services and Exclusions

Our services are strictly limited to those listed in the Client Agreement and any attached schedules. We does not provide statutory audit services unless explicitly agreed in writing, and we do not provide FCA-regulated investment advice, legal advice, immigration advice or insolvency practitioner services.

## 3. Use of Group Companies and Subcontractors

We may use group companies, affiliates or subcontractors to deliver services, including outsourced teams. We remains responsible for overall service delivery under the Client Agreement.

## 4. Client Responsibilities

The Client must provide complete, accurate and timely information, records and explanations necessary for us to carry out the agreed services. The Client is responsible for maintaining proper accounting records, internal controls and compliance with all legal obligations. We may rely on information supplied by the Client.

## 5. Tax Planning and Advice

We may provide generic tax advice and support in relation to your tax affairs from time to time. However, for comprehensive or advanced tax planning, you may be introduced to specialist advisers, and any engagement with them will be on a separate basis between you and them.

Tax planning has inherent risks, including the risk of changes in tax laws, HMRC practice or the way rules are interpreted and applied. We can only advise on the position at the time the advice is given. You should assess the risks of following any proposed structures with a long-term view in mind and understand that the position may change over time.

We will endeavour to record advice on important matters in writing. Any advice given orally (including in meetings or by telephone or video call) is not intended to be relied upon unless confirmed in writing. If you wish to be able to rely on oral advice, you must ask us to confirm that advice in writing.

## 6. Information Deadlines, Dormant or Inactive Businesses

Clients must provide information in line with Schedule 2. Failure to provide information in sufficient time may mean we cannot complete work before deadlines, or must work under significant time pressure and with limited review. Our pricing for fixed-term packages assumes onboarding, systems, compliance processes and readiness to act.

## **7. Fees Where No Work Is Completed**

The fact that no accounting, tax or compliance work has been carried out (for example because the Client did not trade, remained dormant or failed to supply information) does not entitle the Client to a refund, discount or non-payment of fees. Fixed-term subscription fees remain payable even where no returns or accounts are ultimately filed.

## **8. Billing Errors and Corrections**

We may correct under-billing or missed billing for services properly provided under the Client Agreement. As a general rule, corrections will be limited to the preceding 12 months, unless under-billing arises from late, incomplete or incorrect information from the Client, in which case a longer period may apply. Any overcharge will be corrected promptly.

## **9. Fees, Non-Payment and Debt Recovery**

Fees and payment terms are defined in the Client Agreement. Failure to pay may result in suspension of services, additional administration charges, interest and transfer to a debt recovery agency. If a third-party debt collector is used, the Client may be liable for reasonable recovery costs as permitted by law.

Fees will be adjusted annually based on the RPI rate in England, with 30 days notice.

## **10. Limitation of Liability**

We will provide services with reasonable care and skill. Nothing in these Terms limits or excludes any liability that cannot be limited or excluded by law. Subject to that, we will not be liable for penalties, interest, surcharges, additional tax, compliance checks, enquiries or other adverse consequences arising from (a) late, incomplete or changing information provided by the Client; or (b) accounts, returns or other filings prepared or submitted under time pressure because information, explanations or approvals were provided close to deadlines, provided that we acted with reasonable care and skill in the circumstances. Our combined liability under this Agreement, regardless of cause, will not exceed the Fees paid by you in the previous 12 months.

## **11. Third-Party Reliance**

Our work is prepared solely for the Client. No third party may rely on our reports, accounts or letters without our prior written consent. We accept no responsibility or liability to third parties who rely on our work without consent.

## **12. Intellectual Property and Use of Our Work**

We retain all intellectual property rights in its working papers, templates, methodologies, software tools and know-how. The Client is granted a non-exclusive licence to use the reports, accounts, tax returns and other deliverables provided by us for its own internal purposes and to meet its legal and regulatory obligations. The Client must not resell, publish or permit third parties to rely on our work without our prior written consent, except where this is clearly required for the agreed purpose (for example filing with HMRC or Companies House).

## **13. Confidentiality and Data Protection**

We will treat Client information as confidential, subject to legal and regulatory obligations and normal use of outsourced and cloud services. Data protection practices are set out in our Privacy Policy, available on our website

<https://www.arksw.co.uk/cookie-privacy-policy/> .

## **14. Communications**

We may communicate with the Client by email, phone, online portal or other electronic means. The Client accepts that electronic communications may carry inherent risks and absolute security cannot be guaranteed.

## **15. Anti-Money Laundering (AML) and Client Identification**

We must complete AML and Know Your Customer (KYC) checks before starting work and may be required to report suspicious activities without notifying the Client. We will not be liable for delays caused by AML requirements. We do not normally hold client money. If we agree to hold money on your behalf, it will be kept in a separate client bank account in accordance with applicable professional rules (including CIMA Clients' Money Regulations where relevant).

Company and LLP clients must notify us in writing within 7 days of any change in directors, members, partners, persons with significant control or beneficial owners and provide any reasonable KYC information we requests in respect of new or existing individuals.

If you do not provide such information when requested, or if we considers that continuing to act would create an unacceptable risk, we may suspend some or all services or terminate the Agreement on written notice. Suspension or termination under this clause does not remove the Client's obligation to pay agreed fees, including for any fixed term packages.

## **16. Non-Solicitation of Staff**

The Client must not solicit or employ our staff or contractors involved in providing services for a period of 24 months after they cease working for us without our prior consent. Breach of this clause may result in a compensation payment of £20,000, without prejudice to further remedies.

## **17. Events Outside Our Control**

We will not be liable for any delay or failure to perform its obligations under the Client Agreement to the extent that the delay or failure is caused by events beyond our reasonable control. These may include (for example) failures of HMRC or Companies House systems, widespread internet or IT outages, power cuts, strikes, industrial action, pandemics, government restrictions, natural disasters, war or terrorism. We will take reasonable steps to minimise the impact and resume normal service as soon as reasonably practicable.

## **18. Termination by us**

We may terminate the Agreement by giving one (1) month's written notice. We may terminate immediately where fees remain unpaid, information is withheld, relationships have irretrievably broken down, or where professional or regulatory obligations require cessation, or trust has broken down.

## **19. Consumer Clients (Cooling-Off Period)**

If the Client is an individual acting outside their business (a consumer) and the Agreement is concluded at a distance or off-premises, a 14-day cooling-off period may apply. If the Client asks us to start work within the cooling-off period and then cancels, fees for work performed up to cancellation remain payable.

## **20. Changes to These Terms**

We may update these Terms from time to time, for example to reflect changes in law, regulation, professional rules or our business processes. For business clients, we may do this by publishing the updated Terms on its website and notifying the Client by email or via the client portal. If a business client continues to use the services after receiving such notice, the business client will be deemed to have accepted the updated Terms. For consumer clients, we will only make changes that are required by law, clearly beneficial or reasonably necessary and proportionate, and will give reasonable notice of any such changes.

## **21. Complaints Handling**

Complaints should be raised with our usual contact. If unresolved, they may be escalated by emailing [feedback@dnsaccountants.co.uk](mailto:feedback@dnsaccountants.co.uk) where the feedback team, which includes senior managers responsible for complaints and compliance, will investigate. If unresolved, the matter may be referred to CIMA.

## **22. Companies and LLPs – personal responsibility and changes**

Where the Client is a Limited Company or LLP, any individual who signs the Client Agreement on behalf of the Client also signs in their personal capacity and personally guarantees the Client's obligations to us, as stated in the Client Agreement.

This personal responsibility is continuing and is not affected by any change in the Client's directors, members, partners, shareholders, ownership or control, or by the Client's insolvency, administration, liquidation, striking-off or dissolution. For the avoidance of doubt, if you signed the Client Agreement in your capacity as a director, member or partner of the Client, ceasing to be a director, member or partner at a later date does not, by itself, release you from personal responsibility for sums arising under the Agreement, unless and until we expressly confirms in writing that your personal responsibility is discharged.

### **23. General**

We may assign or transfer its rights under the Client Agreement (including the right to receive payment of fees) to another group company or to a third party such as a debt collection agency. The Client may not assign or transfer its rights or obligations under the Client Agreement without our prior written consent. No person other than us and the Client has any rights to enforce any term of the Client Agreement under the Contracts (Rights of Third Parties) Act 1999. If any provision of these Terms or the Client Agreement is found to be invalid, unlawful or unenforceable, that provision will be treated as modified to the minimum extent necessary to make it valid and enforceable, and the remaining provisions will remain in full force and effect. Formal notices under the Client Agreement may be given by hand, by post or by email to the last contact details notified by each party. Notices sent by email will be treated as received 24 hours after sending (provided no bounce-back is received). Notices sent by post will be treated as received two business days after posting within the UK, or five business days after posting internationally.

## **Schedule 1 – Misc Charges**

**The following charges apply where triggered. All amounts are exclusive of VAT.**

- Non-Direct Debit payments: There will be fixed additional premium of 20% of the fees
- Cheque / cash / standing order payments: £25 per payment
- Failed Direct Debit: £50 per failure
- Transfer to debt collection: £100 per transfer
- Missed meetings: £50 per meeting
- Debt collector visits: from £50 per 15 minutes
- Onboarding fee covering onboarding and set-up on software, systems and processes: £250
- Urgent work due to late data: £200 per return or accounts

These charges are designed to cover the additional admin time and are unavoidable if such situation arises or happens.

## **Schedule 2 – Client Information Deadlines**

**Unless agreed otherwise in writing, clients must provide information by the following timelines:**

- Annual accounts, corporation tax, self-assessment: at least 3 months before deadline
- Complex or group cases: up to 6 months before deadline
- VAT returns: at least 2 weeks before deadline
- Monthly payroll: at least 7 days before payroll run
- Weekly payroll: at least 2 working days before payroll run

Late submission may result in urgent work charges or our declining to submit returns or filings where there is insufficient time to do so safely and properly. The Client remains responsible for all penalties, interest, surcharges, additional tax and any compliance checks, enquiries or other adverse consequences arising from late, incomplete or changing information, even where we has used reasonable endeavours to submit work on time.