

TERMS OF BUSINESS



TERMS OF BUSINESS – Practice name: Nordens Limited and Client

These Terms of Business (set out below), the Services and the Proposal together set out the basis on which we act for you as accountants and advisors and also serve to clarify your and our respective responsibilities.

We are bound by the Institute of Chartered Accountants in England and Wales (ICAEW) Code of Ethics and Professional Conduct in Relation to Taxation and accept instructions to act for you on the basis that we will act in accordance with these ethical guidelines.

1. Scope Of Services

- 1.1. Scope of Work Details of the work which you have instructed us to carry out and the services we will provide to you are set out in Services section, (“**Scope of Work**”). These state your and our responsibilities in relation to the work to be carried out. Only the matters which are set out in the Scope of Work which includes the corresponding Services description are included within the scope of our instructions. If there are other services that you wish us to carry out which are not listed in the Scope of Work, please let us know and we will discuss with you whether they can be included in the existing Scope of Work. If we agree to carry out additional services for you, we will provide you with a new or amended Scope of Work and we reserve the right to amend our fees to reflect such amended Scope of Work.
- 1.2. We reserve the right to amend the Scope of Work if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and we may notify you of such changes from time to time. Any amendments necessary under this clause shall be effective whether or not we notify you of such amendments.
- 1.3. We shall use reasonable endeavours to meet any performance dates specified in relation to the Services, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services. If you provide us with all information and explanations on a timely basis in accordance with our requirements, we will plan to undertake the work within a reasonable period of time to meet any regulatory deadlines. However, failure to complete our services before any such regulatory deadline would not, of itself, mean that we are liable for any penalty or additional costs arising.
- 1.4. Assumptions - In agreeing the Scope of Work and carrying out any work for you, we will act on the basis of the following assumptions:
 - 1.4.1. You have informed us of all material facts;
 - 1.4.2. Any documents and information you have provided us with are complete, true and accurate; and
 - 1.4.3. Any other assumptions as set out in the Services section.
- 1.5. You must notify us immediately if any of these assumptions are incorrect. Failure to do so may result in an increase in our fees, a change in estimated timeframes or may result in us not being able to act for you. Exclusions - **We** are not instructed to provide any services outside the Scope of Work. In addition, we will not carry out any work specifically excluded in the Services section.
- 1.6. None of the Services we provide constitute financial advice. We may discuss option and choices with you but this does not constitute financial advice and any decision made to proceed

or not proceed with any particular option is solely your decision, which you remain responsible for.

2. Fees and Payment

- 2.1. You are liable to pay our fees, charges, any expenses and disbursements we incur, and any tax. Details of our fees are set out in the Proposal, as amended in accordance with these Terms of Business or as notified to you from time to time.
- 2.2. Our fees may depend, not only upon the time spent on providing the Services, but also on the level of skill and responsibility and the importance and value of the advice we provide, as well as the level of risk.
- 2.3. Unless otherwise specified, we work on a fixed fee for the provision of specific services. It is not our practice to identify fixed fees for more than a year ahead as such fee quotes need to be reviewed in the light of events. If it becomes apparent to us, due to unforeseen circumstances, that a fee quote is inadequate, we reserve the right to notify you of a revised figure or range. If we explicitly agree not to work on a fixed fee basis provide you with an estimate of our fees, the estimate will not be contractually binding. Otherwise, our fees will be calculated on the basis of the hours worked by each member of staff necessarily engaged on your affairs, multiplied by their charge-out rate per hour.
- 2.4. In some cases, you may be entitled to assistance with your professional fees, particularly in relation to any investigation into your tax affairs by HMRC. Assistance may be provided through insurance policies you hold or via membership of a professional or trade body. Other than where such insurance was arranged through us, you will need to advise us of any such insurance cover you have. You will remain liable for our fees regardless of whether all or part are liable to be paid by your insurers.
- 2.5. It is our normal practice to ask clients to pay by monthly direct debit and periodically to adjust the monthly payment by reference to actual billings. We may bill on an interim basis or upon completion of our work (unless otherwise agreed) .
- 2.6. Our invoices are due for payment within 14 days of the date of the invoice.
- 2.7. Our fees are exclusive of VAT which will be added where it is chargeable. Any disbursements we incur on your behalf, and expenses incurred in the course of carrying out our work for you, will be added to our invoices where appropriate.
- 2.8. Unless otherwise agreed to the contrary, our fees do not include the costs of any third party, counsel or other professional fees. If these costs are incurred to fulfil our engagement, such necessary additional charges may be payable by you.
- 2.9. It is our normal practice to ask clients to pay by monthly direct debit and periodically to adjust the monthly payment by reference to actual billings.
- 2.10. We reserve the right to charge interest on late paid invoices at the rate of 8% above bank base rates under the Late Payment of Commercial Debts (Interest) Act 1998. We also reserve the right to suspend our services or to cease to act for you, having given written notice of non-payment, if payment of any fees is unduly delayed. We intend to exercise these rights only if it is fair and reasonable to do so.
- 2.11. If you do not accept that an invoiced fee is fair and reasonable, you must notify us within 7 days of the date of the invoice together with detailed reasons, failing which, you will be deemed to have accepted that the invoice is undisputed and validly issued and payment is due.

- 2.12. Unless expressly stated otherwise within our Proposal, if we agree to work with you on a fixed fee basis, and your instructions are terminated (either by you or because we have grounds to terminate our instructions under these Terms of Business), we reserve the right to charge you the full fixed fee. At our absolute discretion, we may alternatively agree to reduce our fee to a sum equivalent to what our charges would have been for the work actually undertaken, on a time spent basis, applying our standard hourly rates.
- 2.13. Should we become liable for further expenses incurred on your behalf, or notified to us after sending you our final invoice, we reserve the right to raise a further invoice for these costs.
- 2.14. If we are instructed by more than one person, then the obligation to pay our bills will be joint and several (otherwise the rights and obligations shall be several).

3. Communicating With You

- 3.1. You confirm that we may communicate with any of your shareholders and/or any of your directors in relation to your accounting, tax and other affairs. Where we are instructed or have been dealing with a specific director or other individual, we shall be entitled to continue to take instructions from any such individual on the basis that they represent you, without the need to seek confirmation on this, until and unless you inform us in writing otherwise or unless the Scope of Work necessitates an ordinary or special resolution to be passed by you.

4. Our Contract and Terms of Business

- 4.1. Our Proposal, together with these Terms of Business constitute the entire contract between us ("Contract") and you to the exclusion of any other terms and conditions..
- 4.2. These Terms of Business shall apply to any work done, whether before or after the date of the Proposal. If we are instructed to start work before receiving a signed copy of the Proposal, we will treat that as acceptance of all the terms of the Proposal and these Terms of Business
- 4.3. We may vary these Terms of Business from time to time and the current version of the Terms of Business will be [available here](#). Please ensure you check this link from time to time.
- 4.4. In the event of any discrepancy or inconsistency between the terms of the Onboarding Document, and our Terms of Business, the terms of the Onboarding Document shall prevail.

5. Data Protection

- 5.1. In this clause the following definitions shall apply:

'client personal data' means any personal data provided to us by you, or on your behalf, for the purpose of providing our services to you, pursuant to our engagement letter with you;

'data protection legislation' means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party;

'controller', 'data subject', 'personal data', and 'process' shall have the meanings given to them in the data protection legislation;

- 5.2. We are committed to ensuring the protection of the privacy and security of any personal data which we process. Your attention is drawn to the clauses below and our privacy policy available at <https://www.nordens.co.uk/privacy/> . You confirm that you have read and understood the clauses below and our privacy policy.
- 5.3. We shall each be considered an independent data controller in relation to the client personal data. Each of us will comply with all requirements and obligations applicable to us under the data protection legislation in respect of the client personal data.
- 5.4. You shall only disclose client personal data to us where:
 - 5.4.1. You have a lawful basis upon which to do so, which, in the absence of any other lawful basis, shall be with the relevant data subject's consent; and
 - 5.4.2. You have complied with the necessary requirements under the data protection legislation to enable you to do so.
- 5.5. Should you require any further details regarding our treatment of personal data, please contact our Client Co-ordination Team.
- 5.6. For the purpose of providing our Services to you, we may disclose the client personal data to members of our firm's network or our regulatory bodies. We will only disclose client personal data to a third party (including a third party outside of the EEA) provided that the transfer is undertaken in compliance with the data protection legislation.
- 5.7. We may disclose the client personal data to other third parties in the context of a possible sale, merger, restructuring or financing of or investment in our business. In this event we will take appropriate measures to ensure that the security of the client personal data continues to be ensured in accordance with data protection legislation. If a change happens to our business, then the new owners may use our client personal data in the same way as set out in these Terms of Business.
- 5.8. Upon the reasonable request of the other, we shall each co-operate with the other and take such reasonable commercial steps or provide such information as is necessary to enable each of us to comply with the data protection legislation in respect of the services provided to you..

6. Limitation of Liability

- 6.1. You agree to the limits on our liability set out in our Terms of Business and that these are reasonable in all the circumstances.
- 6.2. Nothing in these Terms of Business shall limit your payment obligations under the Contract or in respect of Services provided to you.
- 6.3. For the avoidance of doubt, nothing in our Terms of Business seeks to exclude or limit our liability in respect of our liabilities which cannot lawfully be excluded or limited, such as in respect of death, personal injury, fraud or fraudulent misrepresentation. The following clauses should therefore be read subject to this.
- 6.4. We will provide Services with reasonable care and skill, however all other warranties relating to the Services are excluded.
- 6.5. Subject to as set out in these Terms of Business, our liability to you is limited to direct losses, damages, costs and expenses caused by our gross negligence or wilful default as determined by a court of competent jurisdiction from which there is no right to appeal.

- 6.6. We will not be responsible for any losses, (including but not limited to : penalties, surcharges, interest or additional tax liabilities) if you or others supply incorrect or incomplete information, or fail to supply any appropriate information or if you fail to act on our advice or respond promptly to communications from us or the tax authorities.
- 6.7. You will not hold us responsible, to the fullest extent permitted by law, for any loss suffered by you arising from any misrepresentation (intentional or unintentional) supplied to us orally or in writing in connection with this agreement. You have agreed that you will not bring any claim in connection with services we provide to you against any of our partners or employees personally.
- 6.8. We will not be liable for any special, indirect or consequential loss or damage of any kind (whether foreseeable or known or not) including loss of profit, revenue, income, business, opportunity, goodwill or similar economic loss or damage.
- 6.9. We shall not be liable to you for any loss or damage arising as a result of 'force majeure' (that is, if we are unable to perform any of our services, because of a cause beyond our reasonable control).
- 6.10. We will not be liable for any loss or damage of any kind, arising as a result of complying with our legal and regulatory duties, such as delays or disclosures arising in the context of compliance with anti-money laundering legislation.
- 6.11. We will not be liable for any services or product provided by any third party, even if instructed by us on your behalf or utilised by us in the provision of our services to you.
- 6.12. We will not be liable in respect of any losses arising from the failure of any bank with whom client funds have been deposited.
- 6.13. We will only provide advice on matters within the Scope of Work. We appreciate that this places limits on how we can help, but it is important that we do not stray into areas beyond our expertise. This means that we will not provide you with any advice on any other matters outside of the Scope of Work. We will not take account of any goals sought in respect of matters outside the Scope of Work with you, even if a relevant issue arises during the course of our work together.

7. Termination

- 7.1. Unless otherwise agreed in writing, our engagement by you and work will begin when we receive implicit or explicit acceptance of the Proposal. Unless we are specifically engaged in respect of periods prior to our appointment, we will not be responsible for periods before your onboarding.
- 7.2. Each of us may terminate our agreement by giving not less than 21 days' notice in writing to the other party except if you fail to cooperate with us or we have reason to believe that you have provided us with misleading information, in which case we may terminate this agreement immediately. Termination will be without prejudice to any rights that may have accrued to us before termination.
- 7.3. We reserve the right to terminate the Contract and engagement between us with immediate effect in the event of: your insolvency, bankruptcy or other arrangement being reached with creditors; an independence issue or change in the law which means we can no longer act; failure to pay our fees by the due dates; or either party being in breach of

their obligations if this is not corrected within 30 days of being asked to do so, or where such breach is irremediable, on 7 days' notice.

- 7.4. In the event of termination of our Contract, we will, at our sole discretion, endeavour to agree with you the arrangements for the completion of work in progress at that time, unless we are required for legal or regulatory reasons to cease work immediately. In that event, we will not be required to carry out further work and shall not be responsible or liable for any consequences arising from termination.
- 7.5. On termination of our instructions we will normally issue a disengagement letter to ensure that our respective responsibilities are clear. If we have no contact with you for a period of 6 months or more or have no contact from you having attempted to make contact on at least two separate occasions, we may terminate the Contract and instructions immediately, we may issue to your last known address a disengagement letter and thereafter cease to act
- 7.6. When instructions are terminated, you will be liable for our fees and charges including fees for time spent, expenses, disbursements and tax incurred (or which it will be necessary to incur) up to the point of termination being notified. Where our fees are calculated on a fixed fee basis and you terminate our instruction, we reserve the right to charge the entire fixed fee. We also reserve the right to charge you for any costs incurred after notice of termination.

8. General

8.1. Applicable law

- 8.1.1. Our Contract, these terms of business and any Services provided by us are governed by and should be construed in accordance with English law. Each party irrevocably agrees that the courts of England will have exclusive jurisdiction in relation to settle any claim, dispute or difference concerning our Contract, these Terms of Business or any Services we provide and any matter arising from any of these 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.
- 8.1.2. We will not accept responsibility if you act on advice previously given by us without first confirming with us that the advice is still valid in light of any change in the law or in your circumstances. We will accept no liability for losses arising from changes in the law, or the interpretation thereof, that occur after the date on which the advice is given.

8.2. Client identification

- 8.2.1. As with other professional services firms, we are required to identify our clients for the purposes of the UK anti-money laundering legislation. We may request from you, and retain, such information and documentation as we require for these purposes and/or make searches of appropriate databases. If we are not able to obtain satisfactory evidence of your identity, we will not be able to provide any Services to you.

8.3. Client money

- 8.3.1. We may, from time to time, hold money on your behalf. The 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 ICAEW's Clients' Money Regulations.

- 8.3.2. All client monies will be held in an interest-bearing account. To avoid excessive administration, interest will only be paid to you if the amount earned on the balances held on your behalf in any calendar year exceeds £25.00. If the total sum of money held on your behalf is enough to give rise to a significant amount of interest or is likely to do so, we will put the money in a designated interest-bearing client bank account and pay the interest to you. Subject to any tax legislation, interest will be paid gross.
- 8.3.3. We will return monies held on your behalf promptly, as soon as there is no longer any reason to retain those funds. If any funds remain in our client account that are unclaimed, and the client to which they relate has remained untraced for five years, or we as a firm cease to practise, we may pay those monies to a registered charity.

8.4. Commissions or other benefits

- 8.4.1. In some circumstances we may receive commissions or other benefits for introductions to other professionals or in respect of transactions which we arrange for you. If this happens, we will notify you in writing of the amount and terms of payment and receipt of any such commissions or benefits. The same will apply if the payment is made to, or the transactions are arranged by, a person or business connected with ours. The fees you would otherwise pay will not be reduced by the amount of the commissions or benefits. You agree that we can retain the commission or other benefits without being liable to account to you for any such amounts.

8.5. Confidentiality

- 8.5.1. Unless we are authorised by you to disclose information on your behalf, we confirm that if you give us confidential information we will, at all times during and for a period of three years after this engagement, keep it confidential, except as required by law or as provided for in regulatory, ethical or other professional pronouncements applicable to us or our engagement.
- 8.5.2. You agree that, if we act for other clients who are or who become your competitors, to comply with our duty of confidentiality it will be sufficient for us to take such steps as we think appropriate to preserve the confidentiality of information given to us by you, both during and after this engagement. These may include taking the same or similar steps as we take in respect of the confidentiality of our own information.
- 8.5.3. In addition, if we act for other clients whose interests are or may be adverse to yours, we will manage the conflict by implementing additional safeguards to preserve confidentiality. Safeguards may include measures such as separate teams, physical separation of teams, and separate arrangements for storage of, and access to, information.
- 8.5.4. You agree that the effective implementation of such steps or safeguards as described above will provide adequate measures to avoid any real risk of confidentiality being impaired.
- 8.5.5. 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.

- 8.5.6. We reserve the right, for the purpose of promotional activity, training or for other business purposes, to mention that you are our client. As stated above, we will not disclose any confidential information.

8.6. Conflicts of interest

- 8.6.1. 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 the interests of different clients if a conflict arises. If conflicts are identified which cannot be managed in a way that protects your interests, we regret that we will be unable to provide further services.

- 8.6.2. If there is a conflict of interest that is capable of being addressed successfully by the adoption of suitable safeguards to protect your interests, we will adopt those safeguards. In resolving the conflict, we would be guided by ICAEW's Code of Ethics, which can be viewed at icaew.com/en/membership/regulations-standards-and-guidance/ethics. During and after our engagement, you agree that we reserve the right to act for other clients whose interests are or may compete with or be adverse to yours, subject to our obligations of confidentiality and the safeguards set out in the paragraphs on confidentiality above.

8.7. Electronic and other communication

- 8.7.1. Unless you instruct us otherwise, we may, if appropriate, communicate with you and with third parties by email or other electronic means. The recipient is responsible for virus checking emails and any attachments.
- 8.7.2. We will only communicate with you via our official communication platforms, being via e mail, post, and landline phone. We are not responsible or liable for any communication via or any instructions given to or by you outside of these communication platforms. In particular, we do not communicate via whatsapp, text message or personal (that is non-Nordens) e mail addresses.
- 8.7.3. With electronic communication, there is a risk of non-receipt, delayed receipt, inadvertent misdirection or interception by third parties. We use cyber security measures to reduce the risk of viruses and similar damaging items being transmitted in emails or by electronic storage devices. Nevertheless, electronic communication is not totally secure and we cannot be held responsible for damage or loss caused by viruses or for communications which are corrupted or altered after despatch. 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.
- 8.7.4. Any communication by us with you sent through the postal system is deemed to arrive at your postal address two working days after the day the document was sent.

8.8. Help us to give you the best service

- 8.8.1. We are committed to providing you with a high quality service that is both efficient and effective. If, at any point you would like to discuss with us how our service to you could be improved, or if you are dissatisfied with the service you are receiving,

please let us know by contacting the Practice Manager, Sharon Brooks on 0208 530 0720.

- 8.8.2. We undertake to look into any complaint carefully and promptly and to do all we can to explain the position to you. If we do not answer your complaint to your satisfaction, you may take up the matter with our professional body, ICAEW.

8.9. Intellectual property rights and use of our name

- 8.9.1. We will retain all intellectual property rights in any document prepared by us during the course of carrying out the engagement except where the law specifically states otherwise.
- 8.9.2. You are not permitted to use our name in any statement or document you may issue unless our prior written consent has been obtained. The only exception to this restriction would be statements or documents that, in accordance with applicable law, are to be made public.

8.10. Interpretation

- 8.10.1. If any provision of our Contract or Terms of Business is held to be void, that provision will be deemed not to form part of the Contract or Terms of Business but that shall not affect the validity and enforceability of the rest of the Contract or Terms of Business. If any provision or part provision of the Contract or Terms of Business is deleted under this clause, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision. In the event of any conflict between these Terms of Business and the Proposal, the relevant provision in the Proposal will take precedence.

8.11. Internal disputes within a client

- 8.11.1. If we become aware of a dispute between the parties who own the business or who are in some way involved in its ownership and management, it should be noted that our client is the business and we would not provide information or services to one party without the express knowledge and permission of all parties. Unless otherwise agreed by all parties, we will continue to supply information to the registered office for the attention of the directors. If conflicting advice, information or instructions are received from different directors in the business, we will refer the matter back to the board of directors and take no further action until the board has agreed the action to be taken.

8.12. Investment advice (including insurance mediation services)

- 8.12.1. Investment business is regulated by the Financial Services and Markets Act 2000. If, during the provision of professional services to you, you need advice on investments including insurances, we may have to refer you to someone who is authorised by the Financial Conduct Authority or licensed by a Designated Professional Body, as we are not.
- 8.12.2. We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling, and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by ICAEW. The register can be accessed from the Financial Conduct Authority's website at www.fca.org.uk/register.

8.13. Lien

- 8.13.1. Insofar as we are permitted to so by law or by professional guidelines, we reserve the right 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.

8.14. Limitation of third party rights

- 8.14.1. The advice and information we provide to you as 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 writing that a specified third party may rely on our work. We accept no responsibility to third parties, including any group company who is not our client for any advice, information or material produced as part of our work for you which you make available to them. A party to this Contract is the only person who has the right to enforce any of its terms, and no rights or benefits are conferred on any third party under the Contracts (Rights of Third Parties) Act 1999.
- 8.14.2. In connection with our engagement, we may, from time to time, introduce or refer you to third-party service providers or partners. Please be advised that any such introductions or referrals are provided solely as a courtesy and for your convenience. We do not endorse, recommend, or make any representations or warranties regarding the quality, suitability, or reliability of any third-party services or products. By accepting any introduction or referral, you acknowledge and agree that you are solely responsible for conducting your own due diligence and making your own independent assessment of any third-party service provider or partner. Furthermore, we shall not be liable for any acts, omissions, errors, or negligence of any third-party service provider or partner, nor for any loss, damage, or expense that you may incur as a result of your engagement with them. Any engagement or contractual relationship you enter into with a third-party service provider or partner is entirely at your own risk and discretion. This clause is intended to protect us from any liability arising from the performance, services, or any unforeseen complications associated with third-party service providers or partners.

8.15. Professional rules and statutory obligations

- 8.15.1. We will observe and act in accordance with the Bye-laws, regulations and Code of Ethics of ICAEW and will accept instructions to act for you on this basis. In particular you give us the authority to correct errors made by HMRC if we become aware of them. We will not be liable for any loss, damage or cost arising from our compliance with statutory or regulatory obligations. You can see copies of these requirements in our offices. The requirements are also available online at icaew.com/en/membership/regulations-standards-and-guidance.

8.16. Quality control

- 8.16.1. As part of our ongoing commitment to provide a quality service, our files are periodically reviewed by an independent regulatory or quality control body. These reviewers are highly experienced professionals and are bound by the same rules of confidentiality as our principals and staff.
- 8.16.2. When dealing with HMRC on your behalf we are required to be honest and to take reasonable care to ensure that your returns are correct. To enable us to do this, you are required to be honest with us and to provide us with all necessary information in a timely manner. For more information about 'Your Charter' for your dealings with HMRC, visit www.gov.uk/government/publications/your-charter. To

the best of our abilities, we will ensure that HMRC meet their side of the Charter in their dealings with you.

- 8.16.3. We may, from time to time, use systems and tools that incorporate Artificial Intelligence (“AI”) to assist us in providing services to you. Examples include document drafting, data analysis, and workflow support.

Where we use AI systems:

- All outputs generated by AI are reviewed by our qualified staff before being relied upon or shared with you. AI is used to support, not replace, professional judgement.
- We take appropriate steps to ensure that any information shared with AI systems is treated securely and in line with data protection laws. We will not disclose confidential information to AI systems unless we are satisfied that adequate safeguards are in place.
- AI systems may occasionally produce inaccurate or incomplete results. Our team remains responsible for checking and validating all work before it is finalised.
- We will not use your data to train external AI models. Where third-party AI tools are used, they will either operate on a confidential basis or with information that has been anonymised/pseudonymised.

8.17. Reliance on advice

- 8.17.1. We will endeavour to record 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.

8.18. Retention of papers

- 8.18.1. You have a 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:

8.18.1.1. Individuals, trustees and partnerships:

- a. with trading or rental income: five years and 10 months after the end of the tax year
- b. otherwise: 22 months after the end of the tax year.

- 8.18.2. Companies, Limited Liability Partnerships, and other corporate entities - six years from the end of the accounting period.

- 8.18.3. Although certain documents may legally belong to you, we may destroy correspondence and other papers that we store electronically or otherwise 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.

8.19. The Provision of Services Regulations 2009

- 8.19.1. Our professional indemnity insurer is Travellers Insurance Company Limited, of 61-63 London Road, Surrey, RH1 1NA. 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 or Canada.

N°RDENS
Not the ordinary
