

### **1. Introduction**

SB Consulting Limited (hereinafter, "SBC" "we" or "us" as the context requires) is a company registered in England, with the registration number 4436583.

These terms will apply to all matters on which we are engaged by the client and will be incorporated by reference in the letter of engagement between SBC and the client (hereinafter, "you" as the context requires).

### **2. Our engagement**

We will send the client a letter of engagement confirming your instructions to us. An engagement will be only by the client(s) named in the letter, even if another party is responsible for paying, or has agreed to pay, our fees.

You acknowledge that SBC has not provided or agreed to provide to you any legal advice concerning these terms, nor the terms of any letter of engagement.

Our advice and services are provided by, and are the responsibility of, SBC rather than any individual officer, employee or agent of SBC, and any liability for any such advice or services is solely that of SBC.

### **3. Our fees**

The basis on which our fees are charged depends on the nature of the services to be undertaken for the client.

Where our work involves a particular task requiring a reasonably predictable amount of time and expertise, we will charge a fixed fee for the task concerned.

At the request of the client, we will consider, where permitted by law and our professional regulations, the undertaking of work for a contingency fee payable upon achieving a successful outcome.

In all other circumstances, our fees will be based on the amount of time necessarily spent by the directors and professional staff dealing in working for the client. Such time will include, but not be limited to: meetings; travelling time; research; considering and working on letters and reports; written or electronic correspondence; and telephone calls.

Our current standard hourly rates of charge are as follows:

	£
Director	250
Associate	150
Assistant	100

We will, where appropriate, provide an estimate of charges for a particular task or project. An estimate is not, however, a fixed fee and an estimate will not constitute a promise or agreement that we will render services within a specific timeframe or for a fixed amount of charge.

In certain circumstances, being, most typically, where we are asked to undertake work at short notice, we will charge a premium. The premium rate will be agreed in advance of the work being performed.

All quotes or estimates of fees are valid for two months unless agreed otherwise.

All fees are exclusive of VAT, which will be added to our invoices when appropriate. The SBC VAT registration number is GB 714 6326 47.

### **4. Commissions**

We are remunerated solely by the client and on the basis herein described.

Where our work on behalf of the client involves the payment by any third parties to us of a commission, introductory fee or similar monetary reward, the receipt will belong to the client and will be paid by us to the client, subject only to a retention in respect of any sums due to us.

### **5. Client monies**

From time to time, by agreement with the client, we may hold monies belonging to the client. All such monies will be held on a designated client account, with such monies being entirely separate to the funds of SBC.

Unless otherwise agreed, SBC will not be accountable to the client for any interest earned on monies held on the SBC client account.

### **6. Disbursements**

We do not charge for photocopying, couriers, postage, and similar items. We do, however, charge for such matters as travel and accommodation costs. Where such disbursements are relevant, we reserve the right to be put in funds before the disbursement is incurred.

### **7. Payments on account**

It is our normal practice to ask clients for payments on account of fees wherever this appears to us to be appropriate and our right to ask for such payments is a condition of our engagement. We, therefore, reserve the right to suspend work for you or to terminate our engagement in the event that any request for a payment on account is not met promptly.

### **8. Invoicing**

We will deliver invoices at regular intervals, normally on a quarterly basis, or upon completion of a particular project. Our invoices are payable within 14 days of presentation. We will, at our discretion, exercise our statutory right to charge interest in accordance with the Late Payment Commercial Debts (Interest) Act 1998 (as amended).

In the event of an invoice not being settled within our payment terms, we reserve the right to suspend work for you or to terminate our engagement and, in either case, we shall be entitled to payment in full of all sums in respect of work carried up to the date of suspension or termination.

### **9. Termination**

Except where otherwise agreed, you may terminate our engagement at any time, either generally or in respect of any particular matter. We reserve a corresponding right to terminate the engagement upon reasonable notice being given to you.

Termination by either party is to be in writing.

### **10. Electronic communications**

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. 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 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. If you do not wish to accept these risks please let us know and we will communicate by paper mail, other than where electronic submission is mandatory.

### **11. Files and other records**

We normally keep our papers for seven years after the completion of the matter to which they relate. Our files will contain papers and documents by law belonging to you and papers and documents by law belonging to us. Unless otherwise agreed, papers and documents by law belonging to you will be destroyed

when we destroy those belonging to us. We make no charge for the storage of records but reserve the right to charge for the retrieval of records from our archives.

### **12. Limitation of liability**

SBC maintains a policy of professional indemnity insurance providing cover in respect of each and every claim. Unless otherwise agreed in writing, it is a condition of the engagement that you agree to limit any claims to not more than £1M, whether arising in contract, tort or by any other means. A copy of our current policy, issued by Barbican Protect Ltd, is available upon request from either of the directors listed at paragraph 15 below.

Nothing in these terms shall exclude, restrict (or prevent a claim being brought in respect of) any liability arising from dishonesty, fraud or any other liability which cannot be excluded or limited under English law.

### **13. Third parties**

Unless otherwise agreed in writing, no rights or benefits arising from our engagement shall accrue to third parties, whether under the Contracts (Rights of Third Parties) Act 1999 or by other means.

### **14. Professional bodies**

Our directors and employees belong variously to: the Chartered Institute of Taxation; the Society of Trust and Estate Practitioners; the International Tax Planning Association; and other professional bodies. We are bound to act in accordance with the professional regulations and bye-laws issued, from time to time, by these bodies and are subject to the disciplinary procedures of such bodies.

Where our directors or employees are solicitors or barristers, they do not practise as such and neither SBC nor the individuals concerned provide reserved legal activities, as defined by the Legal Services Act 2007, e.g. the conduct of litigation, or representation in the High Court.

### **15. Complaints procedure**

We are committed to providing you with a high quality service that is both efficient and effective. However, should there be any cause for complaint in relation to any aspect of our service, your complaint should be made to either of the following SBC directors:

- Peter McDaid pmd@sbconsulting.co.uk
- Andrew Brooks ab@sbconsulting.co.uk

We will look into any complaint promptly and carefully and take all reasonable steps to put it right. If you remain unsatisfied you should refer your complaint to The Chartered Institute of Taxation; at Artillery House, 11-19 Artillery Row, London SW1P 1RT.

#### **16. Data protection**

In accordance with the Data Protection Act 1998 and the General Data Protection Regulation 2016/679, we are obliged to protect your personal data. We may use personal data provided to us for any purpose for which we are engaged or as otherwise stated at the point the data is obtained.

We process personal data for several purposes such as the provision of tax and legal advice, and the preparation of accounts and tax returns. The means of collection, lawful basis of processing, use, disclosure, and retention periods for each purpose may differ.

We will only share personal data with others when we are legally permitted to do so. When we share data with others, such as software suppliers, we put contractual arrangements and security mechanisms in place to protect your data.

Under the Data Protection Act and the General Data Protection Regulation, where we decide how and why personal data is processed, we are a data controller, you have certain rights over your personal data and we are responsible for fulfilling those rights. Our privacy statement is below.

Personal data received or processed by us is kept for as long as is considered necessary for the purpose for which it was collected (including as required by the law). In the absence of specific legal, regulatory, or contractual requirements, our retention periods for the records and other documents received or created by us in the provision of our services is seven years.

#### **17. Privacy statement**

We are obliged to protect your personal data in accordance with the Data Protection Act 2018 and the General Data Protection Regulation 2016/679.

We process personal data for several purposes and the means of collection, lawful basis of processing, use, disclosure, and retention periods for each purpose may differ.

Our policy is to collect only the personal data necessary for expressly or impliedly agreed purposes and we ask clients to only share personal data where it

is needed for those purposes. We collect personal data from our clients or from third parties acting on the instructions of the relevant client.

We process personal data to provide professional services such as tax and legal advice, and general or specific business advice, as part of the range of services we perform for clients. We also process personal data in the administration and management of our business.

Your personal or business contact details are used to provide you with information about the services and other information which we think will be of interest to you, unless you tell us not to do so.

We are subject to legal, regulatory, and professional obligations. We need to keep certain records to demonstrate that our services are provided in compliance with those obligations and those records may contain personal data.

Personal data processed by us is kept for as long as is considered necessary for the purpose for which it was collected (including as required by applicable law or regulations). In the absence of specific legal, regulatory, or contractual requirements, our retention policy period for records and other documentary evidence created in the provision of our services is seven years.

We take the security of your data we hold seriously. We have a policy including procedures and training in place covering data protection, confidentiality and security and regularly review the appropriateness of the measures we have in place to keep the data we hold secure.

We will only share personal data with others when we are legally permitted to do so. When we share data with others, such as software suppliers, we put contractual arrangements and security mechanisms in place to protect your data. As a result, personal data may be transferred outside the countries where we or our clients are located. This includes countries outside the European Union.

Under the Data Protection Act and the General Data Protection Regulation, individuals have certain rights over their personal data and data controllers are responsible for fulfilling these rights.

You have a right to access your personal data held by us and you can exercise that right by contacting one of directors. Our aim is to respond to such a request

promptly and within the legally required limit of 40 days.

If you wish to update personal data held by us, you can do so by contacting one of our directors. Once we are informed that any personal data held by us is no longer accurate we will make changes based on your updated information.

Where we hold data based on consent, individuals have a right to withdraw consent at any time. Consent can be withdrawn by contacting one of our directors. This statement is intended to provide information about what personal data we collect about you and how it is used. As well as rights of access and amendment, individuals may have other rights in relation to the personal data we hold, such as a right to erasure, to restrict or object to our processing of personal data and the right to data portability. For further information, you can contact one of our directors.

If you do want to complain about our use of your personal data, the complaint should be sent to one of our directors. You also have the right to register a complaint with the Information Commissioner's Office. For further information on your rights and how to complain to the Information Commissioner's Office please refer to their website.

If you have any questions about this privacy statement or how and why we process personal data, please address these questions to one of our directors.

#### **18. Money laundering legislation**

As a professional firm providing tax advice, accounting, company and trustee services, we are subject to the anti-money laundering legislation found in the Proceeds of Crime Act 2002, Terrorism Act 2006, and The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017.

This legislation requires that we obtain and hold identification for any person to whom we provide advice or other professional services.

Where the client is instructing us in their personal capacity we are required to obtain identification for that individual. Where the client is instructing us on behalf a company, a limited liability partnership, or a trust, we are obliged to obtain identification for not only the immediate client but for all other persons who are entitled to more than 25% beneficial

ownership of the company etc., in respect of which our services are being provided.

Where the client is instructing us in their capacity as a regulated intermediary, we will, at our discretion, rely on the identification and assessment procedures undertaken by the intermediary in respect of their own client.

Identification can be supplied to us either a) by providing us with sight of the originals or b) by providing us with photocopies (certified by another regulated person, such as a lawyer or accountant), of any two items from the following list:

- Passport
- Full UK driver's license
- Home utility bill (gas, electricity, rates) – not more than 6 months old
- EU national identity card
- Armed Forces Identity card
- Photo student identification
- NHS medical card (for persons under 20 years old)
- Birth certificate (for persons 20 years old and under)
- HM Revenue & Customs tax notification
- Firearms or shotgun certificate
- National Insurance card

For non-UK based clients, we will consider alternative forms of identification.

In all instances, it is entirely at the discretion of SBC to determine whether the forms of identification are satisfactory.

No work will be undertaken by SBC on behalf of the client until the anti-money laundering compliance procedures have been met.

#### **19. Law and jurisdiction**

All contracts between SBC and clients are governed by the laws of England. It is a term of our engagement that any claim made against SBC, or any director or employee of SBC, must be made in the courts of England which will have exclusive jurisdiction in the matter.

#### **20. General**

Our directors and employees will be entitled to enforce these terms and the terms in an engagement letter, but no other person shall be entitled to enforce the terms of our agreement with you under the Contracts (Rights of Third Parties) Act 1999, or otherwise. You and we may agree to vary or rescind

any terms of our agreement without the consent of any third party.

In the event of inconsistency between an engagement letter and these terms, the engagement letter shall prevail.

We may assign the benefit of or transfer our engagement to any business entity which carries on the business of SBC in succession to us. You will accept the performance by such assignee or transferee in substitution for performance by us. Reference in these terms (other than this paragraph) and in an engagement letter to SBC shall include any such assignee or transferee. Subject to the above provisions of this paragraph, neither you nor we shall have the right to assign or transfer the benefit, nor burden, of our engagement without the written consent of the other party.

From time to time, we may consider it necessary or appropriate to amend or supersede these terms by new terms, in which case we will notify you of any changes and, unless we hear from you to the contrary within 28 days of such notification, the amendments or new terms will take effect from the end of that period.

**21. Cancellation**

You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day you

engage us. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement in writing, sent by post, fax or email. You may use the model cancellation form below, but it is not obligatory. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

If you cancel this contract, we will reimburse to you all payments received from you. We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

If you requested us to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract.

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**Model cancellation form**

To: SB Consulting Limited  
Chartered tax advisers  
28 Eccleston Square  
London  
SW1V 1NZ

Email [info@sbconsulting.co.uk](mailto:info@sbconsulting.co.uk)

I/We hereby give notice that I/We cancel my/our contract for the supply of the following service(s):

Ordered by us on .....  
Name of client(s) .....  
Address of client(s) .....  
Signature(s) of client(s) .....  
Date: .....