

## **STANDARD TERMS AND CONDITIONS OF BUSINESS 2021**

### **1. Applicable Law and interpretation**

These standard terms and conditions of business are governed by, and should be construed in accordance with, English law. “T” means Toby Harris.

### **2. Client identification**

I am required to identify my clients for the purposes of the UK anti-money laundering legislation. I may request from you, and retain, such information and documentation as I require for these purposes and/or make searches of appropriate databases.

### **3. Client money**

I may hold money on your behalf. Such money will be held in trust in a client bank account, which is segregated from my personal funds.

### **4. Complaints**

I am committed to providing you with a high-quality service that is both efficient and effective. However, if there is any cause for complaint in relation to any aspect of the service please contact me. I agree to look into any complaint carefully and promptly and do everything reasonable to put it right. If you are still not satisfied you can refer your complaint to any professional body of which I am a member, for example, The Society of Trust and Estate Practitioners or the Chartered Institute of Taxation.

### **5. Confidentiality**

Communication between us is confidential. I shall take reasonable steps to keep confidential your information except where I am required to disclose it by law, by regulatory bodies, or by my insurers. Unless I am authorised by you to disclose the information on your behalf this undertaking will apply during and after this engagement.

### **6. Conflicts of interest**

I will inform you if I become aware of any conflict of interest in my relationship with you or in my relationship with you and another client. Where conflicts are identified which cannot be managed in a

way that protects your interests then I regret that I will be unable to provide further services.

## **7. Data Protection**

I will comply with the provisions of the relevant legislation when processing personal data about you. To carry out my work for you and for related purposes I may obtain, process, use and disclose personal data about you. To comply with current law I have set out, in the Privacy Notice at the end of these Terms, how I propose to comply with the new regulations.

## **8. Electronic and other communication**

Unless you instruct me otherwise, I may 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. Emailing carries risks: I use virus-scanning software to reduce the risk of viruses etc. but I accept no responsibility for damage or loss caused by viruses nor for communications which are corrupted or altered after despatch, nor for problems or accidental errors relating to this means of communication.

If you do not wish to accept these risks please tell me and I will communicate by paper mail, other than where electronic submission is mandatory. Any communication by me with you sent through the post system is deemed to arrive at your postal address two working days after posting.

## **9. Fees and payment terms**

My fees may depend not only upon the time spent on your affairs but also on the level of skill and responsibility and the importance and value of the advice that I provide, as well as the level of risk. My place of business is in Norwich. If you require me to work at any other location I may charge for travelling time. As a rule, I charge one-half only of such travelling time. Even if I provide you with an estimate of my fees for any specific work, that estimate will not be contractually binding unless I explicitly state that that will be the case. Where requested I may indicate a fixed fee or an indicative range. If it becomes apparent to me, due to unforeseen circumstances, that a fee quoted is inadequate, I reserve the right to notify you of a revised figure or range and to seek your agreement.

The normal hourly rate is £230, free of VAT, calculated in 6-minute units. These rates are reviewed on 31<sup>st</sup> December each year.

I may, at my discretion, bill monthly. My invoices are due for payment upon presentation. My fees are exclusive of VAT, which is not chargeable. Any disbursements I incur on your behalf and expenses incurred in the course of carrying out my work for you will be added to our invoices where appropriate. I may ask you for security before instructing Counsel or paying disbursements for you. My fees do not include the costs of any third party, counsel or other professional fees.

I reserve the right to charge interest on late paid invoices at the rate allowed by the Late Payment of Commercial Debts (Interest) Act 1998. I also reserve the right to suspend my services or to cease to act for you on giving written notice if payment of any fees is unduly delayed.

## **10. Interpretation**

If any provision of these Terms and Conditions is held to be void, then that provision will be deemed not to form part of this contract. In the event of any conflict between these Terms and any engagement letter, the relevant provision in the engagement letter will take precedence.

## **11. Investment advice (including insurance mediation services)**

I do not provide investment advice.

## **12. Lien**

Insofar as I am permitted to so by law or professional guidelines, I reserve the right to exercise a lien over all funds, documents and records in my possession relating to all engagements for you until all outstanding fees and disbursements are paid in full.

## **13. Limitation of liability**

I will provide my services with reasonable care and skill. My liability to you is limited to losses, damages, costs and expenses caused by my negligence or wilful default.

### Exclusion of liability for loss caused by others

I will not be liable if such losses, penalties, surcharges, interest or additional tax liabilities are due to the acts or omissions of any other person; or are due to the provision to me of incomplete, misleading or false information; or if they are due to a failure to act on my advice or a failure to provide me with relevant information.

### Exclusion of liability in relation to circumstances beyond my control

I will not be liable to you for any delay or failure to perform my obligations under these Terms if the delay or failure is caused by circumstances outside my reasonable control.

### Exclusion of liability relating to the discovery of fraud etc

I will not be responsible or liable for any loss, damage or expense incurred or sustained if information material to the service I am providing is withheld or concealed from me or misrepresented to me. This applies equally to fraudulent acts, misrepresentation or wilful default on the part of any party to the transaction and their directors, officers, employees, agents or advisers. This exclusion shall not apply where such misrepresentation, withholding or concealment is or should (in carrying out the procedures which I have agreed to perform with reasonable care and skill) have been evident to me without further enquiry.

### Indemnity for unauthorised disclosure

You agree to indemnify me and my agents in respect of any claim (including any claim for negligence)

arising out of any unauthorised disclosure by you, or by any person for whom you are responsible, of my advice and opinions, whether in writing or otherwise. This indemnity extends to the cost of defending any such claim, including payment at my usual rates for the time that I spend in defending it.

#### Limitation of aggregate liability

My aggregate liability to you shall not exceed two hundred and fifty thousand pounds. That sum shall be the maximum aggregate liability of me and of any agents and employees of mine to all persons to whom these Terms shall apply and also to any other person that I have agreed with you may rely on our work. By signing these Terms you agree that you have given proper consideration to this limit and accept that it is reasonable in all the circumstances. If you do not wish to accept it you should contact me to discuss it before accepting these Terms.

### **14. Limitation of Third Party Rights**

The advice and information I provide to you as part of my service is for your sole use and not for any third party to whom you may communicate it unless I have expressly agreed that a specified third party may rely on my work. I accept no responsibility to third parties, for any advice, information or material produced as part of my work for you which you make available to them. A party to this agreement is the only person who has the right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

### **15. Period of engagement and termination**

Unless otherwise agreed in any engagement covering letter, my work will begin when I receive your implicit or explicit acceptance of that letter. Acceptance may be by electronic means. Except as stated in any letter of engagement I will not be responsible for periods before that date.

Each of us may terminate this agreement by giving not less than 21 days' notice in writing to the other party except where you fail to cooperate with me or I have reason to believe that you have provided me or HMRC with misleading information, in which case I may terminate this agreement immediately. Termination will be without prejudice to any rights that may have accrued to either of us prior to termination.

In the event of termination of this contract, I will endeavour to agree with you the arrangements for the completion of work in progress at that time, unless I am required for legal or regulatory reasons to cease work immediately. In that event, I shall not be required to carry out further work and shall not be responsible or liable for any consequences arising from termination.

### **16. Professional rules and statutory obligations**

I will act in accordance with the bye-laws, regulations and ethical guidelines of The Society of Trust and Estate Practitioners and of any other professional body of which I am a member and accept

instructions to act for you only on this basis. In particular you give me the authority to correct errors made by HMRC where I become aware of them. I will not be liable for any loss, damage or cost arising from our compliance with statutory or regulatory obligations.

### **17. Reliance on advice**

I 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 I 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 me in writing. There will normally be an extra charge for this.

### **18. Retention of papers**

You have a legal responsibility to retain documents and records relevant to your tax affairs. During the course of our work I may collect information from you and others relevant to your tax affairs. I will return any original documents to you if requested. Whilst certain documents may legally belong to you I may destroy correspondence and other papers that I store, electronically or otherwise, which are more than 6 years old. You must tell me if you require the return or retention of any specific documents for a longer period.

### **19. Solicitors' Practice Rules 1988**

I do not practise as a solicitor.

## **TOBY HARRIS TAX CONSULTANTS – PRIVACY NOTICE**

### **Introduction**

This Privacy Notice is written to comply with the requirements of the EU's General Data Protection Regulations (GDPR).

Toby Harris Tax Consultants provides tax consultancy and trust management services to private clients, based almost exclusively in the United Kingdom. In order to meet these objects, to comply with legislation and to provide clients with an efficient administration the consultancy gets and keeps personal data relating to those individuals.

### **Information provided by you**

On instructing me to act for you and to comply with regulations you provide me with personal data. This can include: name, date of birth, profession/type of work, postal

address, telephone numbers, email address and a signature. Any updates to your personal contact details that you tell me about are also recorded on my systems, though these are mainly on paper and not on any computer.

### **How the information is used**

This information is mainly kept in hard copy but extracts from it may be kept on a database for the purpose of the administration of the consultancy. The original instructions and related correspondence are also retained. In line with good management practice, back-up copies of the database are securely maintained. Personal information will not be disclosed to a third party without your permission. In the event that you cease to be a client of the consultancy any personal data held on you will be deleted/destroyed when details are no longer needed.

Hard copies of files may be kept in physical form for six years and “will files” are kept longer, but any electronic copies are destroyed sooner than that. Although the accounts of the practice are “cloud-based”, most actual accounts for clients, such as for trusts and estates, are prepared on a computer that has no direct connection to the internet.

### **Who uses the information?**

The information is held by Toby Harris. For the purposes of GDPR, Toby Harris is the **Data Controller**. Whilst there is no formal requirement to nominate a Data Protection Officer, he has also been designated as the **Data Guardian** with a remit, in the event of any queries, to provide oversight of the use to which personal data is put.

### **The website**

Use of the consultancy’s website, [www.tobyharris.co.uk](http://www.tobyharris.co.uk) does not entail the capture of personal information unless you subscribe to or apply for services that require personal information to be entered. The system does not log your IP address. Cookie technology is not presently employed on this website. A cookie is a string of information that is sent by a website and stored on your hard drive or temporarily in your computer’s memory

### **Your rights**

You have the right to access the personal data that I hold about you, including the right to require that any omissions or errors be rectified. You also have the right to have any

personal data held by the consultancy erased/destroyed, after statutory “holding periods” have expired.

I do not carry out any automated processing which might lead to an automated decision based on your personal data.

**Questions, Requests and Complaints**

Please write to Toby Harris at 35 Constable Road Norwich NR4 6RW or email him at [tharris.t21@btinternet.com](mailto:tharris.t21@btinternet.com) if any of the following apply:

- You have any questions pertaining to this privacy notice;
- You would like to see a copy of your personal information held by the consultancy; or
- You would like to make a complaint with regard to the use of your personal data.

**ACCEPTANCE**

I/We have read and understand these Terms and Conditions. I/We accept them.

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Name(s).....

Dated.....2021