

Terms and Conditions

These Terms and Conditions ('T&Cs') should be read alongside the specific Services Agreement ('SA') and taken together they form the entire agreement between us. ('Terms')

1. Wolpack

1. Unless you are notified in writing all services are provided by Wolpack Accounting Limited which is a limited company, registered in England and Wales under registered number 15507099 and registered at 150 The Grange, Romsey Road, Michelmarsh, Romsey SO51 OAE ('Wolpack'), ('We'), ('Our') or ('Us').
2. Wolpack Accounting Limited trades as 'Wolpack Accounting', 'Wolpack' or any other trading name that may be adopted by Us from time to time and notified to you in writing (Wolpack Accounting Limited and these trading styles are jointly referred to as 'Wolpack')
3. Your relationship is with Wolpack and Wolpack has sole legal liability for the work done for you unless you are otherwise notified in writing. No director, consultant or employee of Wolpack will have any personal legal liability for the work whether in contract, tort or negligence. In particular, the fact that an individual director, consultant or employee signs in his or her name any email, letter or document in the course of carrying out that work does not mean he or she is assuming any personal legal liability for that email, letter or document.
4. Wolpack, at its sole discretion, reserves the right to delegate or assign the benefit, together with the related obligations, of any Terms, in whole or in part, to another party and may do so by giving you written notice.

2. Our Responsibilities

1. Our responsibilities are to provide the professional services specified within the SA ('Services') between Us and to continue to do so until completed, cancelled, suspended or terminated by either of Us in accordance with the Terms.
2. We will observe the ethical guidelines and professional standards of the Institute of Chartered Accountants in England and Wales ('ICAEW') and the guidelines of the Freelancer and Contractor Services Association ('FCSA'); and accept instructions to act for you on the basis that We will act in accordance with those guidelines. We will provide the Contracted Services with reasonable care and skill.
3. We do not audit any accounting information or explanations provided by you and We do not provide any service to authorise or approve any expense claimed by any Client Company or its employee's or director's.
4. Whilst We anticipate We may identify material errors or omissions We do not undertake to do so nor should you rely upon Us to do so.

3. Your Responsibilities

1. Client Company Officers have legal, fiduciary and moral responsibilities to the Client Company for which they are appointed, its shareholders, employees and other stakeholders. To assist you in understanding these responsibilities please refer to:

www.wolpack-accounting.com/directors-responsibilities.

1. Under these Terms you also accept responsibilities to Us as follows:

1. You are responsible for the completeness, accuracy and timely submission of accounting information and the provision of proper explanations to Us. Accounting information and explanations relating to a calendar month must be submitted to Freeagent / Xero within 14 days of the end of the month.
2. You remain solely responsible that transactions are valid, acceptable and properly evidenced. You will advise Us of any expense incurred by the business that is not wholly and exclusively for its purpose and / or any expense or asset that provides a benefit to any employee, director or shareholder. You are responsible for monitoring the entitlement to claim travel and subsistence expenses for journeys to temporary workplaces and / or entitlement to claim HMRC approved Benchmark Scale Rates for subsistence or other non-receipted expense claims.
3. You are responsible for submitting information in an orderly and secure way. We are not responsible for information provided otherwise than in an orderly and secure manner or for information lost in transit. We shall retain your information in accordance with these T&C's.
4. You acknowledge that the information provided to Us will form the basis of all computations, returns, financial statements and subsequent online submissions and financial advice, including calculations of your liability to VAT, PAYE, NIC and business, personal or corporate taxation.

1. When requested you will check and confirm the accuracy of any return or submission prepared by Us that We send for your approval and advise Us immediately of any inaccuracies. You are also required to approve, and where requested to sign, all

financial statements, corporation tax returns, VAT returns, PAYE and NI Real Time Information FPS and EPS submissions, and submission to Companies House and annual returns, and any other document prepared with Our assistance prior to being filed manually or online.

2. Ultimately the legal responsibility for any statement, submission or return rests solely with the Client Company and you are responsible for the approval of all returns and statements, the submission to the relevant authorities and at all times the payment of all taxation liabilities, penalties, interest or surcharges that may arise following their submission.
 3. You are responsible for providing Us with details of all changes that affect the Client Company and anyone connected with it, including, its employees, officers and shareholders. You are responsible for providing changes in personal information (concerning every director and employee) and all relevant payroll information no less than 7 days before the processing date.
 4. You are responsible for providing Us with all correspondence from HMRC and Companies House within 7 days of the receipt by you. Although We may be appointed your HMRC agent you may receive correspondence, statements or notices that either have not been sent to Us or We have not received and should not rely on Us as having received an agent's copy.
 5. We shall from time to time request further information or more detailed explanations concerning the information provided and it is your responsibility to respond to those requests within 14 days of Our requests. You acknowledge that We are under no specific obligation to identify incomplete or inaccurate information or explanations.
 6. You agree to indemnify Us in full against any misrepresentation supplied to Us orally or in writing in connection with these Terms and you agree not to bring any claim in connection with services provided to you by the firm against any of Our employees on a personal basis.
1. You also acknowledge and confirm the following:
1. The accounts production process may require you to confirm that you understand the application and implications of the intermediaries legislation, commonly referred to as IR35. Should that be the case then you confirm that you have given due regard to the status of all contracts when deciding the basis upon which you have requested Us to assist in the preparation of accounts, payroll submissions and tax returns.
 2. The directors accept their responsibility for considering the accounting policy and tax treatment of all contracts that involve the provision of personal services by the Client Company, where those services are provided to "Small Companies" as defined by Companies House, and for the decision on the accounting and tax treatment adopted by it.
 3. Unless you have specifically advised Us to the contrary the draft accounts will be presented to you for approval on the basis that all contracts in any financial period fall outside the provision of IR35 and no deemed salary payment is required. You accept full responsibility for the outcome of your status being reviewed or successfully challenged by HMRC where the actual working relationship with your end client differs from your declared status.
 4. You acknowledge that if the accounting treatment adopted by you is considered by Us to be inappropriate We may require that you obtain a separate independent opinion; and if We fail to reach an agreement on the final treatment adopted by you, We will be unable to report that the accounts are properly prepared and will consider terminating Our appointment.
 5. You have decided and have instructed Us that the Client Company's payroll processing date is the last day of each calendar month and that the net wages are to be paid on that date (by a credit, of the relevant net pay, to the individuals directors wages control account with the company). You confirm that no earlier entitlement to receive payment of earnings during any month arises prior to the processing date for which We are responsible under these Terms.
 6. You have instructed Us to process the monthly payroll transaction on your behalf according to the payroll information you have provided and Our calculations thereon.
 7. You confirm your instructions to claim the Employer's Allowance where appropriate.
 8. You shall always retain legal responsibility and accountability for the management, conduct and operation of the Client Company and / or your affairs.
 9. You are responsible for compliance with any business expense dispensation submitted by Us on your behalf.
 10. You remain responsible for monitoring the turnover of your business and to establish whether it is liable to register for VAT and, in good time, to enable a registration form to be submitted within one month following the month in which VAT thresholds in force at the time are exceeded and the penalties arising from not doing so.
 11. You are solely responsible for determining any requirement for submitting MOSS Returns or EC Sales Lists and in the absence of a specific SA are solely responsible for filing such returns.

1. You are solely responsible for determining your responsibilities for reporting to HMRC payments made to subcontractors and third parties for personal services provided to your company for which no PAYE deduction has been made and commonly referred to as reporting under the Intermediaries' legislation.
2. Your company is a relevant body for the purposes of the Criminal Finances Act 2017 and you acknowledge that you are responsible for ensuring that your company has adequate procedures to prevent the facilitation of tax evasion under the Act by persons associated with your company.

1. If a limited company client ("Client Company") is unwilling or unable to settle Our Fees in accordance with these Terms, We reserve the right to seek payment from any individual (or parent, or group, or associated company), who has been providing Wolfpack with instructions to act on behalf of the Client Company. This right extends to and includes all directors of the Client Company in default.
2. In accepting these Terms you agree that We are entitled to enforce payment of any unpaid sums from individuals referred to above. It is your sole responsibility to ensure all such persons are made aware of this potential liability.

1. Our Mutual Responsibilities

1. Fees

1. Fees are set out according to the specific Contracted Services Agreement between Us and will be addressed and payable by the party accepting them.
2. We provide fixed Fees for a number of standard Services Agreements including:
 1. One Services Agreement ("OSA")
 2. Plus Services Agreement ("PSA")
 3. Trades Services Agreement ("TSA")
 4. Personal Self-Assessment Tax Return Services Agreement ("PTSA")
 5. Business Closure (via Striking-Off procedure) Services Agreements ("BCSA")
 6. Pre Liquidation Services Agreements ("PLSA")

2. **Other Agreed Services Agreements**

1. From time to time it may be necessary for Us to agree additional ad hoc or special services. We refer to these services as being covered by an Other Agreed Service Agreements ('OASA')
2. Our fees for OASA will be agreed in advance of commencing work. The scope of services will be set out in each specific OASA for each assignment undertaken and fees are calculated on the basis of time spent by staff according to the levels of skill and responsibility involved at the charge out rates prevailing at the time.
3. Our Fees and disbursements will normally be invoiced at the end of each calendar month and are due for payment within 14 (fourteen) days by direct debit for a Client Company or PayPal by any individual.
4. You are responsible for understanding the nature of the Services within the relevant SA's to which you have agreed.

3. **Registered and Service Office Address**

1. The provision of a Registered Office address for a Client Company and a Service Address for any director of a Client Company is included free of charge only for the duration of any PSA or TSA.
2. On termination of the MSA or TSA you agree that We are entitled to raise a subsequent charge of £240 plus VAT per annum or part thereof, if you wish to continue using the provided Registered Office or Service Address.

4. **Value Added Tax ('VAT')**

1. VAT will be applied at the relevant rate on the invoice date for all SA's.

5. **Revision of Fees and Other Terms**

1. Terms of any SA may be periodically amended either in writing or electronically.

6. **Payment Terms**

1. Other than specified in the SA Our invoices must be paid in full within 30 days of delivery to you. If payment is not made within the 30 day credit period, We will be entitled to charge you interest on the outstanding sum on a daily basis at 5% (five per cent) above HSBC plc's base rate from time to time in force from the date payment was due. Wolfpack may in the alternative, at its sole discretion, claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
2. If payment is not made within the agreed credit period We reserve the right to suspend work or to decline to act further and the full amount of the work done to that date will be charged to you. Any notices forwarded in connection with late payment or interest will be provided to you in writing. In the event of Us ceasing to act for you pursuant to late or non-payment you agree

that any obligations in connection with the SA immediately cease and in the event of receiving a request to provide details of your file to a third party, you hereby agree to meet Our reasonable costs.

1. Insofar as We are permitted to do so by law or 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.

1. **Cancellation, Suspension and Termination**

1. SA's, other than those specifically terminating on completion of the Contracted Services, are provided on the basis of a continuous supply commencing from the start of the calendar month in which Our appointment commences. These services are continually renewed on the basis set out in these T&C's unless cancelled by you, suspended by Us or terminated by either party.

2. **Cancellation**

1. In the event We receive a cancellation notice from you within 48 (forty eight) hours of the agreement date, (or within 14 (fourteen) days for services provided to individuals) We will immediately suspend all work on your account in accordance with your instructions. No further fees will be incurred without your approval and no fees shall arise on the cancellation of Our service unless they are specifically referred to in the relevant SA.

3. **Termination**

1. If you wish to terminate a SA with Us you must issue a Notice of Termination ('Notice'). Notice must be given to Us in writing and sent to Us at Our registered office.
2. If We wish to terminate a SA, Notice will be given by Us in writing and sent to the limited company at its registered office or a person at their last known residential address.
3. Other than cancellation We require a notice period from you ending no earlier than the end of the calendar month in which Notice is received (the 'Termination Period').
4. We may terminate any SA with immediate effect:
 1. where you are in breach of these T&Cs or the SA, or;
 2. where to continue acting for you would be in breach of any ethical standards or regulations of Our professional body, or;
 3. where no contact has been received from you for a period of 6 months or;
 4. as otherwise determined at Our sole discretion.

4. **Effects of Termination**

1. We shall suspend all work immediately on receipt or issue of any Notice and Our obligation to provide any services, whether or not those obligations are past, present or future, shall end immediately. Other than fees relating to the Termination Period, which remain payable, no further fees will be incurred without your approval. For the avoidance of doubt, following receipt or issue of a Notice, there shall be no refund of any fees relating to any period prior to the end of the Termination Period.
2. Termination or suspension shall be without prejudice to any rights that may have accrued prior to termination or suspension and all sums due to Us shall become payable in full when termination or suspension takes effect.

5. **Associated Agreements**

1. Unless specifically agreed in writing between the parties, upon either party issuing a Notice, We reserve the right to treat all other SA's between Us ('Associated SA's') as subject to the same Notice and also terminated in accordance with these Terms.
2. We also reserve the right, on giving Notice, to treat as Associated SA's any:
 1. SA's between Us and other entities under common control or ownership
 2. SA's between Us and individuals involved in the ownership or management of any entity

6. **Disengagement**

1. In the event that services are terminated We will issue a disengagement letter that sets out the relevant position regarding the services that were provided and the respective responsibilities of each party to the SA. If We have no contact with you for a period of 6 (six) months and have terminated the agreement with you We will issue a disengagement letter to your last known address terminating Our SA.
7. **Transfer between different Services Agreements**
 1. You may wish to terminate a SA and replace it with another version representing a different scope of service, in which case, We require written notice. In such circumstances Our disengagement process shall specify the nature of the services that terminate and, for each service, whether, or not, that service or any part of it shall continue under the new SA.
8. **Suspension**
 1. We reserve the right to temporarily suspend the provision of all services under any SA where
 1. any amounts are due and remain unpaid after the due date, or;
 2. you fail to meet your obligations under this agreement for a continuous period of 3 months or;
 3. We become aware of unresolved circumstances that suggest We may be in breach of any ethical standards or regulations of Our professional body if We were to continue to provide services
 1. Temporary suspension of any SA may affect all services offered to you, including obligations covered by Associated SA's even if they have been fully paid.
 2. Where provision of Our services is suspended no liability is accepted for consequential losses, late filing penalties, interest or other charges for any part of the service delayed by the suspension.
 3. You will be advised of any suspension of services in writing. Where services are suspended you will be notified of all outstanding matters at the time of the suspension.
 4. During the period of suspension you remain liable for the fees accruing during the suspension period unless the SA is subsequently terminated.
 5. Normal service will only resume after We have confirmed the cessation of the suspension to you in writing.
 6. We intend to exercise these rights only where it is fair and reasonable to do so.
1. **Refunds Policy**
 1. Refunds will only be made on cancellation of the SA in accordance with these T&C's or, in the event of termination, where We have received a further payment after the end of the Termination Period, or in the event that We are made aware of any payment:
 1. received by Us in error; or
 2. a duplication of a payment has occurred or
 3. payment has been made outside of the agreed terms and conditions;
 2. We reserve the right to offset any refund due against amounts receivable by Us
2. **Excluded Services**

Client Company or individual planning to identify opportunities that may mitigate tax liabilities, providing business advice that has not been specifically requested, advising on or referring to marketed tax avoidance schemes or similar activities.

1. **Quality Control**
 1. As part of Our commitment to provide a high quality service at all times, Our files are periodically subject to an independent regulatory control review either by ICAEW or other body regulating Our services. Our reviewers are highly experienced and professional and are bound by the same requirements for confidentiality as Our staff. In agreeing the T&C's you accept that from time to time, information subject to the Data Protection Act 2018 ("DPA") and the General Data Protection Regulation ("GDPR") (see 17 below) may be made available to the reviewers referred to above.
 2. **Help Us to Give You the Best Service**
 1. If at any time you would like to discuss with Us how Our service could be improved, or if you are dissatisfied with the service you are receiving, We hope that you will bring your concern to Our attention.
 2. We undertake to investigate any complaint carefully, to promptly take the appropriate action to resolve the matter and to fully discuss the position with you. If you are unhappy with the initial response received you may refer the matter to a director of Wolpack by emailing: directors@wolpack-accounting.com.
 3. If, in exceptional circumstances, We still do not answer the complaint to your satisfaction, you may refer the matter to the ICAEW whose contact details can be found at www.icaew.com.
 3. **Ownership of Copyright and Intellectual Property Rights**
 1. We shall retain ownership of the copyright and all other intellectual property rights in the product of the professional services, whether oral or tangible, and ownership of Our working papers. You shall acquire ownership of any product of the professional services in its tangible form on payment of Our fees for any such product.
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1. For the purposes of delivering services to you or other clients, We shall be entitled to use, develop or share knowledge, experience and skills of general application gained through performing Our professional services.
 2. We retain ownership of all copyright and other intellectual property rights in any document, process, electronic system (including Our web site, software applications, files, and spreadsheets) which may be made available for your use, for the duration of Our agreement. This includes any know how, passwords, logins and other material of whatever nature, that enables you to access and use the Wolpack system. For the duration of Our agreement you will be granted a non-exclusive, non-transferable license to be used only for the purposes of Our agreement. We reserve the right to remove access to Our system where you are in breach of any of the SA. On termination of the agreement your license expires immediately and you agree not to use the intellectual property from that date.
 3. We draw your attention to specific usage terms for the web site that you will be required to accept and observe in using the intellectual property provided by Wolpack. Links can be found in Section 15.

1. **Confidentiality**

1. During the course of Our agreement, Intouch may acquire information concerning your business or affairs in the course of delivering the professional services ('**Confidential Information**'), We shall comply with the confidentiality standards of the ICAEW and FCSA and We shall adhere to the confidentiality restrictions imposed on Us by law.
2. Confidential Information does not include any information that:
 1. is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its representatives in breach of this condition); or was available to the receiving party on a non-confidential basis prior to disclosure by the disclosing party; or
 2. We subsequently agree in writing is not confidential or may be disclosed.
3. Each party hereby agrees to keep the other party's Confidential Information confidential and shall not:
 1. use such Confidential Information except for the purpose of exercising or performing its obligations under these T&C's; or
 2. disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause.
4. A party may disclose Confidential Information to the extent required by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible.
5. These T&C's shall not prohibit Our disclosure of Confidential Information where We wish to disclose it to Our professional indemnity insurers or advisers, in which event We may do so in confidence only.

2. **Conflicts of Interest and Independence**

1. We reserve the right during Our agreement with you to deliver services to other clients whose interests might compete with yours or are or may be adverse to yours. We confirm that We will notify you immediately should We become aware of any conflict of interest involving Us and affecting you. If the conflict is capable of remedy by the adoption of suitable processes to protect your interests, then We will adopt or amend those processes.

3. **Investment Business and Insurance Services**

1. We are not regulated by the Financial Conduct Authority or authorised by ICAEW to provide investment advice nor to conduct investment business.
2. It is Our policy to recommend that clients separately contact an independent, authorised and regulated third party for all investment business and requests for insurance advice. We may, on request provide the contact details of such providers. Any work resulting from such a referral is the subject of a separate engagement letter from the relevant firm.

4. **Client Monies**

1. We do not hold monies on behalf of Our clients.

5. **Electronic Communications**

1. Internet communications are capable of data corruption and there is also a risk of non-delivery or non-receipt, delayed delivery or delayed receipt, or interception by third parties. Consequently We do not accept any responsibility for changes or delays made to such communications after their despatch.
2. Wolfpack does not accept responsibility for any errors or problems that may arise through the use of internet communication and all risks connected with sending commercially sensitive information relating to your business are borne by you.

6. **Virus Scanning**

1. Wolfpack uses virus-scanning software to reduce the risk of viruses and other infections being transmitted via email or other 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 that are corrupted or altered after despatch. It is the responsibility of the recipient to carry out a virus check on any attachments received.

7. **Accidental Errors**

1. Whilst every reasonable effort is made to prevent or detect accidental errors when using this method of communication, Wolfpack shall not be liable for IT-related errors that may occur and go undetected, even where this relates to personal or commercially sensitive information.
2. If you do not wish to accept these risks then you should advise Us immediately and We may arrange to terminate the agreement.

1. **Web Site and Client Portal**

1. In addition to these T&C's, We refer you to the following terms and conditions of use relating to electronic communication and access to Our web site and Customer Portal, all of which may be found on the following web pages:

- a. website terms of use: www.intouchaccounting.com/terms-of-use;
- b. website privacy policy: www.intouchaccounting.com/privacy-policy;
- c. data protection policy: www.intouchaccounting.com/GDPR; and
- d. customer portal terms of use: www.intouchaccounting.com/portal-terms-of-use.

6. **Privacy and Data Protection**

1. In certain client areas of the Customer Portal and other password-protected areas of the website, We may request certain data about you to be entered or confirmed. Any data collected is managed in accordance with the terms of the DPA and other relevant legislation.

7. **Data Protection**

1. In this clause 1-7, the following definitions shall apply:

'Customer Personal Data' means any personal data provided to Us by you, or on your behalf, for the purpose of providing the agreed Services to you, pursuant to the SA with you;

'Data Protection Legislation' means all applicable privacy and data protection legislation and regulations including PECR, the GDPR and any applicable national laws, regulations and secondary legislation in the UK relating to the processing of personal data and the privacy of electronic communications, as amended, replaced or updated from time to time;

'Controller', 'Data Subject', 'Personal Data', and 'Process' shall have the meanings given to them in the Data Protection Legislation; 'GDPR' means the General Data Protection Regulation ((EU) 2016/679); and

'PECR' means the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003).

1. We shall each be considered an independent Data Controller in relation to the Customer 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.
2. You shall only disclose Customer Personal Data to Us where:
 1. You have provided the necessary information to the relevant Data Subjects regarding its use (and you may use or refer to Our Privacy Policy available at www.intouchaccounting.com/privacy-policy;
 2. 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
 3. You have complied with the necessary requirements under the Data Protection Legislation to enable you to do so.
3. Should you require any further details regarding Our treatment of Personal Data, please contact Us by emailing dpo@wolfpack-accounting.com
4. We shall only process the Client Personal Data:
 1. In order to provide the Services to you and perform any other obligations in accordance with the SA with you;
 2. In order to comply with Our legal or regulatory obligations; and
 3. Where it is necessary for the purposes of Our legitimate interests and those interests are not overridden by the Data Subjects' own privacy rights. Our Privacy Policy contains further details as to how We may process Customer Personal Data.
5. We may disclose the Customer 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 Customer 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 Customer Personal Data in the same way as set out in these T&Cs.

1. We shall maintain commercially reasonable and appropriate security measures, including administrative, physical and technical safeguards, to protect against unauthorised or unlawful processing of the Customer Personal Data and against accidental loss or destruction of, or damage to, the Customer Personal Data.
2. In respect of the Customer Personal Data, provided that We are legally permitted to do so, We shall promptly notify you in the event that:
 1. We receive a request, complaint or any adverse correspondence from or on behalf of a relevant Data Subject, to exercise their Data Subject rights under the Data Protection Legislation or in respect of Our processing of their Personal Data;
 2. We are served with an information, enforcement or assessment notice (or any similar notices), or receive any other material communication in respect of Our processing of the Customer Personal Data from a supervisory authority as defined in the Data Protection Legislation (for example in the UK, the Information Commissioner's Officer); or
 3. We reasonably believe that there has been any incident which resulted in the accidental or unauthorised access to, or destruction, loss, unauthorised disclosure or alteration of, the Customer Personal Data.
3. 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 in accordance with Our SA with you in relation to those services.

1. Security

1. We observe strict security standards and procedures in order to reduce the risk of unauthorised access to your data. Our security procedures include data encryption, use of firewalls, passwords, and server authentication designed to protect the security of your data at all times.
2. Our security procedures and processes are reviewed regularly to ensure they comply with the Payment Card Industry ('PCI') Security Standards Council's recommendations, including PCI data security standards and requirements of PCI validation.

2. Credit Card Information & Bank Account Transactions

1. We do not store any credit card information you provide to make payments on your account.
2. As a user of Our on-line facilities and services you will upload electronic bank statements. We remain aware of the sensitive nature of this information and have established processes to ensure its safety and integrity.

3. Retention of Records and File Destruction

1. During the course of the agreement We will collect information from you and others acting on your behalf. Whilst certain documents may legally belong to you, unless these are collected beforehand, We intend to destroy correspondence and other papers that We store that are more than seven years old, other than documents which it is believed may be of continuing significance.
2. We may choose to hold documents in electronic format and consequently may destroy original papers at an earlier date. You are responsible for informing Us should you wish original documents that have been stored electronically to be returned to you rather than be destroyed. We reserve the right, following termination of Our service, to charge for document retrieval held by Us in Our, or a third party archive service provider.
3. You have a legal responsibility to retain documents and records used in the production of your accounts and relevant to your tax affairs for the following periods:
 1. individuals, trustees and partnerships with trading or rental income: 5 (five) years and 10 (ten) months after the end of the tax year to which they relate;
 2. limited companies: 6 (six) years after the end of the accounting period to which they relate; and
 3. in all other cases for 22 (twenty two) months after the end of the tax year to which they relate.

4. Client Identification and Prevention of Money Laundering

1. Our services fall within the UK's anti-money laundering legislation and We, Our directors and staff are obliged to comply with its requirements throughout all Our agreements with you.
2. We are likely to request information and documentation from you and may also make independent searches of appropriate databases to meet those obligations. If We are not able to obtain satisfactory evidence of your identity or the transactions that you are associated with there may be circumstances when We must suspend or stop providing services to you.

3. The law may require Us to make a disclosure to the National Crime Agency in relation to your identity, involvement in transactions or any other information We obtain as part of Our normal work. It is not Our practice to inform you when such a disclosure is made or the reasons for it because of the restrictions imposed by the 'tipping off' provisions of the legislation.
5. **Force Majeure**
1. Wolpack shall not be in breach of these Terms nor liable for any failure or delay in performance of any obligations under these Terms (and the time for performance of the obligations shall be extended accordingly) arising from or attributable to acts, events, omissions or accidents beyond its reasonable control ('Force Majeure Event'), including but not limited to any of the following:
 1. Acts of God, flood, earthquake, windstorm or other natural disaster;
 2. epidemic or pandemic;
 3. war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;
 4. terrorist attack, civil war, civil commotion or riots;
 5. nuclear, chemical or biological contamination or sonic boom;
 6. any law or government order, rule, regulation or direction, or any action taken by a government or public authority, including but not limited to imposing an embargo, export or import restriction, quota or other restriction or prohibition, or failing to grant a necessary licence or consent;
 7. fire, explosion (other than in each case one caused by a breach of contract by, or assistance of, the party seeking to rely on this clause or companies in the same group as such party) or accidental damage;
 8. loss at sea;
 9. extreme adverse weather conditions;
 10. interruption or failure of utility service, including but not limited to electric power, gas or water;
 11. any labour dispute, including but not limited to strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as such party);
 12. non-performance by subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and
 13. collapse of building structures, failure of plant machinery, machinery, computers or vehicles.
 2. Should Wolpack be subject to a Force Majeure Event We shall not be in breach of these Terms provided that:
 1. We notify you in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance; and
 2. We have used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out Our obligations under these Terms in any way that is reasonably practicable and to resume the performance of Our obligations as soon as reasonably possible.
 3. If the Force Majeure Event prevails for a continuous period of more than three months, either party may terminate this agreement by giving 30 (thirty) days' written notice to the other party. Such termination shall be without prejudice to the rights of Intouch occurring prior to such termination.
1. **Changes in Legislation**
1. Any advice We provide is based upon Our understanding and interpretation of the existing law at the time the advice is provided. Laws and best practice are subject to change or modification and We can accept no responsibility for reliance placed on advice provided by Us on earlier occasions (before changes in legislation are published), without you first confirming that the original advice remains Our advice.
2. **Contact (Rights of Third Parties) Act 1999**
1. You hereby agree that all advice received by you during the course of any agreement is provided to you by Wolpack and you agree that in the event of any default arising, your sole recourse is against Wolpack and not any third party, including but not limited to any other firm, LLP, partner, member, company, director, shareholder or employee or an individual who may have advised you during the course of a SA.
 2. A person who is not a party to these Terms shall not have any rights under the Contracts (Rights of third parties) Act 1999 to enforce any term of these Terms.
 3. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under these Terms is not subject to the consent of any person that is not a party to these Terms.
3. **Limitation of Liability**
1. Wolpack shall provide its professional services outlined in these Terms with reasonable care and skill. We carry professional indemnity insurance to provide cover for any negligence on Our part and the part of Our directors and staff. We do not seek to avoid the consequences of any errors on the part of Wolpack, but We do wish to limit Our liability to the sum of £100,000. We consider this to be an appropriate and reasonable level of limitation for this engagement and by accepting these Terms you hereby signify that you understand and accept this limitation on Our liability to you.
 2. The maximum total liability referred to above includes all and any claims in respect of breaches of contract, negligence or other legal liability in the supply of the professional services, save that it is agreed that, any liability for loss in excess of that directly and naturally resulting from such a breach is excluded; the maximum total liability referred to above shall also include all and any claims for interest and costs.
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1. Notwithstanding the above, Wolpack shall not be responsible for any losses, penalties, surcharges, interest or additional tax liabilities arising from the supply by you or others of incorrect or incomplete information, or your or others' failure to supply any appropriate information or your failure to act on Our advice or respond promptly to communications from Us or the tax authorities.
 2. We will not be liable to you for losses, interest, fines, surcharges, additional taxation or penalties which may be sought or otherwise assessed on you, in any of the following circumstances:
 1. in relation to the discovery of fraud, where information material to the SA with Us and information provided to Us, is deliberately or negligently withheld, misrepresented, or concealed. This exclusion applies equally to officers, employees and advisors to the party concerned. To the extent that in the performance of Our agreed work under the SA, and using reasonable skill and care, the omissions or misrepresentations did or should have, come to Our attention without making further enquiry, then this exclusion of liability will not apply;

2. loss caused by others. We will not be liable to you due to acts or failure to act of any other person, or where incomplete, misleading or false information is provided to Us, or where advice We provide is not acted upon.
3. You agree to hold harmless and indemnify Us, Our directors and employees:
 1. against any misrepresentation (intentional or unintentional) supplied to Us orally or in writing in connection with these Terms;
 2. arising from any unauthorised disclosure by you, or your employees, agents or associates of Our advice or opinions.
4. We will from time to time be asked for Our assessment of the degree of risk that the intermediaries' legislation being imposed or applied to your circumstances poses. Our view may not be the same as that formed by HMRC and you must regard it as only Our interpretation. You accept that the ultimate responsibility for any tax liabilities (plus any interest and penalties) remain solely with you at all times.
5. Wolfpack currently hold professional indemnity insurance with Hiscox Insurance, whose details are below. The territorial coverage of our policy is worldwide (excluding USA and Canada, but including the whole of the United Kingdom and Ireland) and Hiscox's contact details are as follows:

Hiscox Limited

Hiscox Customer Services Hiscox House

Sheepen Place Colchester Essex

CO3 3XL

1. **Waiver and Assignment**
 1. Failure by any one of Us to exercise or enforce any rights available to Us shall not amount to a waiver of any rights available to either of Us.
 2. You shall not have the right to assign the benefit (or transfer the burden) of the SA to another party without Our written consent.
2. **Third Parties**
 1. If any payment is made by you to a third party, under these Terms you shall not seek recovery of that payment from Us at any time.
 2. If you breach any of your obligations under these Terms and there is any claim made or threatened against Us by a third party, you shall compensate Us and reimburse Us for and protect Us against any loss, damage, expense or liability incurred by Us which results from or arises from or is connected with any such breach and any such claim.
3. **Notices**
 1. Any notice to you or Us delivered under these Terms shall be in writing and delivered by pre-paid first class post or pre-paid overseas equivalent to, or left at, Our respective addresses appearing in these Terms or such other address as may be notified in writing.
 2. Notices delivered by post shall be deemed to have arrived where posted from and to addresses in the UK, on the second working day and where posted from or to addresses overseas, on the tenth working day following the date of posting.
 3. Notwithstanding the above, notices may also be delivered electronically, including by email, to directors@wolfpack-accounting.com; however, before they are deemed to have arrived, such notices require formal acknowledgement by electronic reply from Wolfpack.
4. **Commission, Introducer Fees and Other Services**
 1. In some circumstances, commissions or other benefits may become payable to Us or to one of Our associates in respect of introductions or transactions that have been arranged. You hereby consent to such commissions or other benefits being retained by Us or, as the case may be, by Our associates, without Our, or their, being liable to account to you for any such amounts.

Banking Institutions

1. It is Our policy to assist clients and to act as an introducer in the provision of suitable bank account facilities upon request. Banking institutions provide bank account facilities directly and through introducers. We can assist you in understanding your needs but in deciding which account to access, the responsibility remains solely with you for the choice of provider and the type of account.
2. Banking institutions offer introducers a fixed fee for all new accounts opened. You hereby consent to Us retaining any amounts received from this or similar arrangements.

Kingsbridge

1. Wolfpack receive commission on introductions made by Intouch to Kingsbridge and receive an introducers commission of £85 per policy/renewal. You also consent to these amounts being retained by Us.

Other Commissions

1. Wolfpack may receive commissions and other financial payments from third party providers of financial services, legal or other professional advice that is generally in proportion to the levels of income derived by them from introductions made by Us. Providers regulated by the Financial Conduct Authority ('FCA') are separately obliged to disclose to you all earnings and commissions due to them from work performed on your behalf. We will disclose full details of the commissions received from time to time and You hereby consent to Us retaining any amounts received from these or similar arrangements.

1. **Severance**

1. If any term in or part of these Terms shall, in whole or in part be held to any extent to be unenforceable for any reason, then that term (or part of it) shall to that extent be deemed not to form part of the Terms.
2. The enforceability of the remainder of the Terms shall not be affected by the unenforceability of that term or part.

2. **Governing Law and Jurisdiction**

1. These Terms shall be governed by and construed in accordance with English Law.
2. The Courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning these Terms and any matter arising from them.
3. Each party irrevocably waives any right it may have to object to an action being brought in those Courts, to claim that the action has been brought in an inconvenient forum, or to claim that those Courts do not have jurisdiction.

3. **Parties' Confirmation of Agreement of Terms**

1. Once accepted, by acknowledging your agreement to the SA, the Terms shall remain in effect until Services are completed or the Terms are cancelled or terminated or superseded in writing.
2. Where it proves necessary to amend these T&C's, or any SA or together the Terms for any reason We shall advise you by email, or they will be presented for agreement via the Client Portal, or We may send or email a revised copy incorporating such changes and such revised T&C's, CSA or together the Terms, shall be as effective until Contracted Services are completed or the Terms are cancelled, terminated or further amended.