



PBT Accountancy Limited – Terms & Conditions of Business

Effective 2026 – Applies to all clients of PBT Accountancy Limited

Welcome to PBT Accountancy Limited. These Terms & Conditions explain how we work with our clients and the standards you can expect from us. They apply alongside your Engagement Letter and any Schedule of Services. If there is a conflict, the Engagement Letter takes priority.

1. Governing Law

Our agreement with you is governed by **English law**, and any disputes will be handled exclusively by the **courts of England and Wales**.

2. Client Identification & Anti-Money Laundering (AML)

We are legally required to carry out identity checks in line with UK anti-money laundering laws, including:

- Money Laundering Regulations 2017
- Proceeds of Crime Act 2002
- Terrorism Act 2000

We may request identification documents, conduct electronic verification, and make enquiries through third-party providers. If we identify suspicious activity, we are required to submit a report to the **National Crime Agency** and we are not permitted to inform you.

AML documentation is retained for **five years** after our business relationship ends.

3. Complaints

We aim to provide an excellent and efficient service. If you have concerns, please contact:
Amelia Viner – Complaints Lead

We will acknowledge complaints within **five working days** and aim to provide a full response within **30 days**.

If you are not satisfied with our response, you may escalate your complaint to our professional body, the **Institute of Financial Accountants (IFA)**.

4. Confidentiality

We treat all information you provide as confidential. We will not share it unless:

- required by law or regulation
- needed for our insurance, regulatory inspections, or quality reviews
- required to fulfil our services
- you give consent

All subcontractors or outsourced professionals working on your behalf are bound by the same confidentiality requirements.

5. Conflicts of Interest

We monitor for conflicts of interest. If one arises, we will notify you and take appropriate steps. If it cannot be properly managed, we may need to stop acting for one or more parties.

6. Data Protection (UK GDPR)

PBT Accountancy Limited is a **Data Controller** under the **UK General Data Protection Regulation (UK GDPR)** and **Data Protection Act 2018**.

6.1 What personal data we collect

- Contact details
- Identity documents
- Financial, tax and accounting information
- Payroll, business or company records
- AML verification information

6.2 Lawful bases for processing

We process data based on:

- **Legal obligation** – AML checks, tax law compliance
- **Contract** – providing accountancy services
- **Legitimate interests** – practice administration, software use

- **Consent** – only where specifically required (e.g., marketing)

6.3 Data sharing

We may share information with:

- HMRC, Companies House, or other government bodies
- The IFA and relevant regulators
- Professional advisers
- Cloud software providers (e.g., Xero, Dext, GoCardless)
- Approved subcontractors working for us

6.4 Data retention

Client files and working papers are generally kept for **seven years** unless legislation requires a longer period.

6.5 Your rights

You have rights under UK GDPR, including access, correction, deletion, restriction, portability and objection.

A full privacy notice is available on request.

7. Electronic Communication

We often communicate by email or other electronic means. While we use secure systems, electronic communication carries risks such as interception or delay. By using our services, you accept these risks.

8. Fees and Payment

Our fees reflect the time, skill and responsibility involved. Unless stated otherwise:

- Invoices are issued **monthly**
- Payment is due **immediately upon receipt**
- VAT is charged where applicable
- Disbursements are added to your invoice
- Interest may be added to overdue balances at **3% above the Bank of England base rate**
- Work may be paused if invoices remain unpaid
- Disputed invoices must be raised within **21 days**

- Fees must be settled before we can submit filings to HMRC or Companies House
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9. Annual Price Reviews & Software Costs

Some services rely on software such as Xero, Dext or GoCardless.

- If the software provider increases its fees, the increase will be passed directly on to you.
 - Each year on **1 April**, our fees may be adjusted in line with the **Consumer Price Index (CPI)**.
 - You will receive **30 days' notice** of any fee change we control.
 - Software-related increases take effect automatically as they are outside our control.
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10. Use of Subcontractors

We may use subcontractors or outsourced specialists, such as payroll processors or tax consultants. We remain fully responsible for their work and ensure they meet professional and confidentiality standards.

11. Digital Records & Making Tax Digital (MTD)

Where your services involve digital accounting software or MTD compliance:

You are responsible for:

- maintaining accurate and complete digital records
- ensuring digital links remain intact
- providing information promptly

Unless specifically stated in your engagement letter, you are responsible for your own MTD submissions.

12. Lien

We may retain your records or documents until all outstanding fees have been paid.

13. Limitation of Liability

We will always act with reasonable care and skill.

Our liability is limited to losses directly caused by our negligence or wilful default.

We are not liable for losses caused by:

- incorrect or late information supplied by you
- third-party system issues
- circumstances outside our control

Nothing in these Terms excludes liability for fraud.

14. Ending Our Engagement

Either party may end the engagement by giving **21 days' written notice**.

We may terminate immediately if you fail to cooperate, breach these Terms, or provide misleading information.

Upon termination:

- All fees up to the termination date must be paid
 - Cancellation fees may apply for committed work or software costs
 - Paid fees are non-refundable unless agreed
 - Records will be transferred to your new accountant once all amounts due are settled
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15. Professional Standards & Insurance

We follow the ethical and regulatory standards of the **Institute of Financial Accountants (IFA)** and hold professional indemnity insurance with **Allianz**.

16. Reliance on Advice

Only written advice should be relied upon. Oral advice is not binding unless confirmed in writing.

17. Severability

If any part of these Terms is found to be invalid, the rest will continue to apply.