

## Qdos Accounting Terms of Engagement



**Package:** Qdos Assured IR35  
**Minimum Term:** 3 fee paying months (see clause 7.2)

*We aim to be completely transparent in the way we handle your personal data.*

*When you sign up to our Services, we need to process your information for the purposes of fulfilling this agreement. Your personal information will be properly safeguarded and processed in accordance with our Privacy Policy. Please refer to our [Privacy Policy](#) for details of what we hold, how we use it and how long we retain it.*

### **1.0 Introduction:**

We are Powered by Integra Limited trading as Qdos Accounting ("QA", "us", "we" and "our"). Our business address is at Windsor House, Troon Way Business Centre, Thurmaston, Leicestershire, LE4 9HA. These terms of engagement ("Terms") apply to you, our client, ("Client" "you" and "your"), to whom we are providing accountancy services as detailed below. For the avoidance of doubt, although the Company is also bound by these Terms, you, the individual, are our client with whom we have contracted.

### **2.0 Our Responsibility to You:**

- 2.1 Perform the accounting services in accordance with these Terms of Engagement;
- 2.2 If you instruct us to do so, arrange the appropriate business insurance policy or policies as an authorised agent of Qdos Broker and Underwriting Services Limited. Insurance premiums will be collected monthly at the same time as your accounting fee unless agreed otherwise.
- 2.3 Contact your previous accountant to gain professional clearance if you have already been trading as a limited company, and obtain your historical data, which we are required to request immediately upon you joining Qdos Accounting (QA).
- 2.4 Start acting as your accountant for the financial year in which you start with QA. In the event your previous accountant has not completed or lodged accounts prior to joining QA, these can be completed by QA subject to arrangement, a subsidised fee of £500+VAT, and providing we have received the information required from your previous accountant. In the event your previous accountant has not completed or lodged a personal tax return prior to joining QA, these can be completed and submitted by QA subject to arrangement, a subsidised fee of £150+VAT, and providing we have received the information required from your previous accountant.
- 2.5 For newly incorporated companies, we will complete Corporation Tax, PAYE and VAT registrations, and an annual self-assessment tax return.
- 2.6 If an additional self-assessment tax return is required, then Qdos can provide this for an additional charge of £150+VAT either paid as a one off fee, or spread over a 12 month period at £12.50+VAT per month.
- 2.7 We are not regulated by the Financial Conduct Authority (FCA) to conduct investment business activities. If you require investment business services, we will refer you to a firm authorised by the FCA.

### **3.0 Accountancy & Tax Services:**

- 3.1 Prepare and submit your company annual accounts. QA will file with the Registrar of Companies and HMRC upon return of signed accounts.
- 3.2 Calculate, prepare and submit a Corporation Tax return based on the annual accounts.
- 3.3 Calculate, prepare and submit UK Personal Tax Returns for up to 1 director/shareholder. The legal responsibility for your Personal Tax Return and computations rests solely with you as the taxpayer; and you are responsible for the approval of the Return and the payment of all tax liabilities. A Personal Tax Return will be prepared in respect of the tax year you join us in onwards. If you require a Return to be completed for a previous tax year please advise us at your earliest convenience; Returns for previous years are charged at £150 + VAT. If an additional self-assessment tax return is required, then Qdos can provide this for an additional charge of £150+VAT either paid as a one off fee, or spread over a 12 month period at £12.50+VAT per month.
- 3.4 Provide invoicing services. We will prepare and send invoices on behalf of your limited company within 48 hours of receipt of timesheets, provided that timesheets are received by submission deadlines. We will provide a copy of invoices raised by e-mail.
- 3.5 Provide bookkeeping services to your business; complete a monthly account reconciliation of your business bank account & track account movements (subject to the required data feed by your bank account provider) and recording of allowable expenses.
- 3.6 Provide an initial tax planning example; detailing director's salary and dividend strategy.
- 3.7 Provide unlimited tax advice specific and pertaining to your current service contract.
- 3.8 Provide an annual tax planning review, covering your salary and dividend plan.
- 3.9 Unlimited IR35 contract assessments provided on written contracts.

### **4.0 VAT and Payroll Services:**

- 4.1 If beneficial QA will apply to register your limited company on the flat rate VAT scheme (FRVS), unless instructed NOT to do so by you.
  - 4.2 Prepare & submit your company's quarterly VAT returns. QA will register your company online with HMRC, send the login details to you and provide a quarterly breakdown of VAT liabilities to allow you to make direct payments to HMRC.
  - 4.3 Run a monthly payroll for your business in accordance with your chosen salary level and produce director payslips.
  - 4.4 Electronically submit monthly RTI payroll submissions to HMRC.
- Prepare and submit form P11D (expenses and benefits) where applicable, direct to HMRC by the due filing date of 6<sup>th</sup> of July following the end of a tax year (5<sup>th</sup> April).
- 4.5 Produce a P60 for all directors.

### **5.0 Business Admin Support Services:**

- 5.1 Provide a dedicated account manager as a point of contact and offer unlimited telephone and email support for business support service related queries.
- 5.2 Provide log-in access to our Client Portal where you can access your monthly generated payslips and other important documents pertaining to your company.
- 5.3 Email to you and upload to your client portal a monthly Business Snapshot (showing income, costs, tax liabilities and cash availability) on the 10<sup>th</sup> of each month, or the next business day if the 10<sup>th</sup> is not a business day.

- 5.4 Produce dividend vouchers for dividends drawn and upload to your client portal on the 20<sup>th</sup> of the following month, or the next business day if the 20<sup>th</sup> is not a business day.
- 5.5 Acknowledge and administer on your company's behalf routine HMRC correspondence received (routine does not include an HMRC enquiry, full or aspect).
- 5.6 Provide company secretarial services for your business including preparation and lodging of the Companies House Annual Return.
- 5.7 Include provision of a registered office address for your company, which will be Windsor House, Troon Way Business Centre, Thurmaston, Leicestershire, LE4 9HA, unless otherwise advised by you.
- 5.8 Provide the following business insurances to your company:
  - £50k Tax Enquiry Insurance to cover for representation in the event of any HMRC enquiry.

Policies are offered subject to application. All insurances are annual policies which will be renewed automatically. You must advise us immediately if there are any material changes in your business activities which may affect your insurance cover.

## 6.0 Your Responsibility to us:

- 6.1 Co-operate with us in all matters relating to the accounting services in such a manner as may be requested by us.
- 6.2 Keep us informed of your current and future contact details for when we need to contact you and respond promptly to our requests for information, authorisation or documentation.
- 6.3 Inform us of the name and VAT registration number of any limited company in which you have held the majority of shares at any time during the period of 24 months immediately prior to the date of these Terms of Engagement.
- 6.4 Ensure in regards to the flat rate VAT scheme that the flat rate sector accurately reflects the nature of the services you provide and adheres to HMRC notice 733, which gives full conditions of the scheme requirements.
- 6.5 Provide a copy of all service contracts your company signs plus any other associated documentation required for invoicing purposes.
- 6.6 Banking providers Metro Bank, APS, Cater Allen, HSBC and RBS provide automated electronic bank statements. We require statements from other banks to be emailed to us by the 5th of each month, otherwise the bank cannot be reconciled and the Business Snapshot will be inaccurate.
- 6.7 Email to us timesheets to be invoiced from your preferred email address
  - Weekly timesheets should be submitted by 10am Monday of the following week
  - Monthly timesheets should be submitted by the 6th of the following month

Late submission may result in timesheets and subsequent invoices not being processed until after the 10th of the month and an inaccurate business snapshot.

- 6.8 Email to us completed expense claims with copy receipts for each expense incurred each month, from your preferred email address, on a monthly basis. Expense claims should detail the VAT breakdown. Accuracy is required in order for the reimbursable invoice to be correctly submitted to the agency/end user client.
- 6.9 If you are on a self billing arrangement, please ensure that you email your invoices to us on a weekly or monthly basis depending on the cycle.
- 6.10 Retain all original bank statements, expense receipts and all business documentation for a minimum of six years to comply with HMRC requirements (unless requested by QA for us to prepare your annual accounts). Though certain documents may legally belong to you, we intend to destroy correspondence and other papers that we store which are more than six years old for current clients.
- 6.11 Provide us, when requested, with all the information required in order for us to complete your personal tax return. You will keep us informed of material changes in your circumstances that could affect your tax liability. If you are unsure whether the change is material or not please let us know so that we can assess the significance or otherwise. **You are responsible for the completeness, accuracy and timely submission of accounting information and the provision of proper explanations to us.**
- 6.12 To enable us to act as your appointed agent regarding HMRC we will require your consent (form 64-8). In the event that HMRC send any relevant correspondence directly to you please ensure this is forwarded to us.

## 7.0 Fees

- 7.1 Our service fees will be charged on a monthly basis and are £125 plus VAT per month.
- 7.2 There is a minimum period of service of 3 chargeable months from the date this agreement is signed, or an early termination fee of £350 + VAT should services be terminated within that period.
- 7.3 We reserve the right to charge an additional fee if you unreasonably fail to fulfil your obligations set out in section 5. If you require clarification of your obligations please contact QA. Additional Fees may also be payable for Additional Services which fall outside of the scope of the package Service and the amounts payable shall be available on your portal.
- 7.4 Payment of all fees due to us each month will be collected by us from your company's business bank account by direct debit on the 15<sup>th</sup> day of that month. It is a requirement that all Clients agree to have a direct debit set up for payment of monthly service fees.
- 7.5 Should your trading circumstances change and you find yourself non-trading (i.e. your contract comes to an end) we will charge an "inactive" status fee on a monthly basis of £55 + VAT until such times as you trade again. Inactive status means no invoices are being raised through the company but there has been activity within the accounting year, so it is still necessary to complete statutory accounts, returns etc. The inactive fee does not include any insurance premiums in respect of clause 5.8.
- 7.6 If an additional self-assessment tax return is required, then Qdos can provide this for an additional one-off charge of £150+VAT.
- 7.7 Should your company enter a "dormant" status, then a fee on a monthly basis of £55 + VAT will be charged when no trading activity has taken place within your company's accounting year.
- 7.8 We reserve the right to review and change our fees and method of payment of fees at any time and we will notify you of any such changes in advance.
- 7.9 Without prejudice to any other right or remedy that we may have, if payment of any sums due to us is not made on the due date for payment we may suspend all services until all payments due has been made in full.
- 7.10 Without prejudice to any other right or remedy that we may have, we will be entitled to set off any sums due to us under these Terms of Engagement against any sums due to you or the company from us under this Engagement.

## 8.0 Confidentiality

- 8.1 By agreeing these Terms of Engagement you hereby authorise Qdos Accounting to disclose to any third parties such personal data as appropriate but only in the proper performance of the services and other matters referred within these Terms of Engagement.
- 8.2 You will not make or issue any public announcement or press release relating to these Terms of Engagement or the provision of the services (or allow such a public announcement or press release to be made) without our prior written consent.
- 8.3 We will communicate with and send documents to you and others by e-mail or other forms of electronic communications. As internet and e-mail communications are liable to data corruption we cannot accept responsibility for changes made after they are sent. You accept that you will be

responsible for performing virus checks on your own systems.

## **9.0 Money Laundering & Proof of Identification**

- 9.1 Under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (MLR 2017), we are required to carry out identity verification checks before allowing use of our services. If we cannot adequately confirm your identification in accordance with this legislation we reserve the right to refuse your use of our services.
- 9.2 We also have a duty to report to the NCA (National Crime Agency) if we know, or have reasonable cause to suspect, that you or anyone connected with your business are or have been involved in money laundering. Failure on our part to make a report where we have knowledge, or reasonable grounds for suspicion, would constitute a criminal offence. We are obliged by law to report any instances of money laundering to NCA without your knowledge or consent.
- 9.3 Our acceptance of the engagement and provision of the services is conditional upon these checks being successfully completed. You accept that failure to provide us with all information that we need to complete these checks promptly may adversely impact upon our ability to proceed with the services and on any previously agreed timetable for the services.

## **10.0 Liability and Indemnities**

- 10.1 The advice given to you by us is given and the services are provided on the basis of information provided by you. We will not be liable for any losses, damages, claims, costs, charges, penalties, expenses or other liabilities sustained, incurred or paid by or on behalf of you or the company and which arise (directly or indirectly) as a result of misleading, incomplete or false information being provided by or on behalf of you or the company.
- 10.2 If our performance of our obligations under these Terms of Engagement is prevented or delayed by any act or omission of the client or the company or their agents, sub-contractors, consultants or employees, we will not be liable for any losses, damages, claims, costs, charges, penalties, expenses or other liabilities sustained, incurred or paid by or on behalf of the Client or the Company and which arise from such prevention or delay.
- 10.3 Whilst we will provide advice on your IR35 status, we are unable to guarantee the successful outcome of any IR35 enquiry.
- 10.4 You and the company jointly and severally agree to indemnify us and keep us indemnified, on demand from and against any and all losses, damages, claims, costs, charges, penalties, expenses or other liabilities which arise out of, or are otherwise attributable to your, or your Company's (or any employee or agent of your Company's) fraud, negligence, failure to perform or delay in performance any of its obligations under these Terms of Engagement.
- 10.5 Our aggregate liability arising from or in connection with the provision of the services, however caused including, without limitation, by our negligence (but not by our fraud or fraudulent misrepresentation) shall be limited to the sum of one million pounds sterling (£1,000,000). This clause 10.5 will not operate to exclude any liability which may not be excluded by law.

## **11.0 Service Delivery**

We are committed to providing a high standard of customer service. If you have any ideas as to how our service to you could be improved, or if you are dissatisfied with the service you are receiving, please let us know. We deeply regret any times where there is cause for complaint, if you are unhappy with the Services please contact your Client Manager in the first instance. In the event that you have a complaint, we will look into this carefully and promptly and do all we can to explain the position to you or address your concerns

## **12.0 Termination**

- 12.1 These Terms of Engagement can be terminated by you upon seven (7) days prior notice in writing.
- 12.2 We will have the right to terminate these Terms of Engagement with immediate effect on giving you notice in writing if any direct debit mandate request for payment of fees or any other sums due to us from the company's bank account fails or there is insufficient funds in the company's bank account to pay such fees and sums at any time.
- 12.3 On request by you to close your company, we will apply to strike the company off the register of companies pursuant to section 652A of the Companies Act 1985 or section 1003 of the Companies Act 2006 (or any successor provision in force from time to time). A fee, where reasonable, may apply.
- 12.4 In the event that you choose to engage the services of an alternative accountant, we will arrange the transfer of the administration of your Company accounts and release all relevant documentation once prepared and finalised. A fee, where reasonable, may apply.
- 12.5 Any termination of these Terms of Engagement shall be without prejudice to any rights or remedies which either party may be entitled to under these Terms of Engagement or at law and shall not affect any accrued rights or liabilities of either party arising prior to the termination or expiry of these Terms of Engagement.

## **13.0 Force Majeure**

- 13.1 If performance of our obligations under these Terms of Engagement is delayed or prevented by any circumstances or cause beyond our reasonable control including (but without prejudice to the generality of the foregoing) any war, strike, lockout or industrial dispute, act of terrorism, riot, malicious damage, fire, explosion, storm, flood, act of God, accident, epidemic, any statute, rule, byelaw, order, regulation or requisition made or issued by any government department, local or other duly constituted authority, then we will have the right, at our discretion, to defer performance of our obligations under these Terms of Engagement until the cause of the delay is no longer present.
- 13.2 If performance of our obligations under these Terms of Engagement is delayed or prevented by any circumstances or cause beyond our control for a period of three (3) months or more, then we will have the right to, at our discretion: (i) terminate this Engagement with immediate effect and be discharged from further performance of and liability under these Terms of Engagement; or (ii) vary the services provided without any liability.

## **14.0 Assignment**

- 14.1 We may, at any time, assign, transfer, delegate, subcontract, charge or otherwise deal with any of our rights or obligations under these Terms of Engagement.

## **15.0 General**

- 15.1 Nothing in these Terms of Engagement is intended to or will operate to create a partnership or joint venture of any kind between the parties, or to authorise either party to act as agent for the other. Neither party has authority to act in the name or on behalf of or otherwise to bind the other party in any way.
- 15.2 The rights and remedies provided under these Terms of Engagement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 15.3 These Terms of Engagement supersede any previous Terms of Engagement which we have issued to you. You will be considered to have accepted these Terms of Engagement and to be bound by them if you instruct us or receive advice from us after receiving them.
- 15.4 These Terms of Engagement will be governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the courts of England as regards any claim, dispute or matter arising out of or in connection with this Engagement or its implementation or effect.

