

# TERMS OF BUSINESS

## SB Business Consulting Limited

Updated: May 2026 | Website: <https://www.sbbusinessconsulting.co.uk/about/terms-of-business/>

These terms of business apply to all engagements accepted by SB Business Consulting Limited ("we", "us", "our" or "the firm"). They should be read together with the relevant engagement letter and any schedule of services. If there is any inconsistency, the engagement letter and service schedule take precedence over these terms.

No change to these terms is effective unless agreed in writing by a director of the firm. By instructing us, continuing to instruct us, accepting our engagement letter, paying our fees, or allowing us to begin work, you agree to these terms.

Important: these terms are intended as a robust professional-practice document for accountancy and tax services. They should be reviewed alongside your engagement letter templates, privacy policy, professional body requirements and professional indemnity insurance terms before publication.

### 1. Applicable law and jurisdiction

Our engagement letter, any service schedules and these terms are governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction in relation to any claim, dispute or difference arising from or connected with our engagement, our advice, our work or these terms.

We will not accept responsibility if you act on advice previously given by us without first asking us to confirm whether the advice remains valid in light of changes in law, guidance, practice, HMRC interpretation, facts or your circumstances. Advice is valid only at the date it is given.

### 2. Scope of our work

The scope of our work is limited to the services expressly set out in our engagement letter and any schedules of services. Anything not expressly included is outside scope unless we agree otherwise in writing.

Unless specifically agreed in writing, our work does not include audit, independent examination, insolvency advice, regulated investment advice, legal advice, insurance advice, pension transfer advice, payroll HR advice, employment law advice, company secretarial services, tax investigation work, tax planning implementation, forensic accounting, valuation work, grant claim advice, customs advice, specialist VAT advice, inheritance tax planning, R&D claims, CIS compliance, Making Tax Digital quarterly submissions, bookkeeping, management accounts or regular review of your accounting software.

Where you ask us to undertake additional work, or where additional work becomes necessary because records are incomplete, late, inaccurate, disorganised, inconsistent, or outside the agreed scope, we may charge additional fees and/or issue a revised fee quote.

We are entitled to assume that information provided to us is complete, accurate and not misleading unless it is obviously inconsistent or we agree a specific verification engagement.

### 3. Your responsibilities

You are responsible for your own accounting records, tax affairs, internal controls, business decisions, filing obligations and payment obligations. You are also responsible for ensuring that all returns, accounts, payroll submissions, VAT returns, Companies House filings, pensions submissions and other documents are complete and accurate before they are approved or submitted.

- provide full, accurate and timely information and explanations;
- tell us about all income, gains, expenses, assets, liabilities, transactions, cash takings, private use, benefits, loans, related party transactions and any unusual or non-routine matters;
- keep proper books and records and retain supporting evidence required by law;
- review documents, returns and accounts we send to you and raise any queries before approval;
- authorise submissions only where you are satisfied they are complete and correct;
- pay tax, VAT, PAYE, NIC, Companies House fees, pension contributions, penalties and interest by the relevant due dates;
- keep us informed of changes in your circumstances, business activities, ownership, directors, shareholders, employees, VAT status, payroll status, residence status, benefits, loans or contact details;
- ensure that any accounting software, bank feeds and connected apps are used correctly and that access permissions are appropriate;
- not ask us to submit or support any position that is false, misleading, incomplete, artificial, abusive, or not credible in law.

You must not rely on us to remind you of all deadlines unless the relevant service and period are included in our engagement letter and you have provided all information requested in sufficient time.

#### **4. Deadlines, late information and penalties**

We will use reasonable endeavours to complete work within a reasonable period and before relevant statutory deadlines where the work is within scope and you provide all information and explanations requested by us in good time.

We are not responsible for penalties, interest, surcharges, loss of reliefs, loss of registrations, delayed repayments, cash-flow consequences or other losses arising from late, incomplete, inaccurate or unclear information, delays in your approval, delays caused by third parties, HMRC system issues, Companies House system issues, software outages, bank-feed failures or matters outside our reasonable control.

Where information is provided close to a deadline, we may not be able to complete the work before the deadline. We may charge urgency fees where work is required at short notice or outside normal planning timescales.

#### **5. Professional standards, tax conduct and HMRC**

We will observe and act in accordance with the ICAEW Bye-laws, regulations, Code of Ethics and, where relevant, Professional Conduct in Relation to Taxation (PCRT). We accept instructions to act for you on this basis.

When dealing with HMRC on your behalf, we are required to be honest and to take reasonable care. You agree to provide full and honest information and to respond promptly to our queries. We will not knowingly submit information to HMRC, Companies House or any other authority that we believe is false, misleading or incomplete.

If we identify an error, omission, irregularity, suspected non-compliance, potential tax evasion, fraud, money laundering concern or other matter requiring correction or disclosure, we will advise you of the appropriate action. You agree to authorise us to correct errors made by HMRC where we become aware of them. If you refuse to make an appropriate correction or disclosure, we may have to cease acting and may have legal or regulatory reporting obligations.

Tax advice will be based on our understanding of the facts you give us, the law and guidance at the time, and the assumptions we state. We will not advise on, recommend or implement a tax arrangement unless we consider there is a credible basis in law for it.

#### **6. Client identification and anti-money laundering**

We are required to comply with UK anti-money laundering, counter-terrorist financing, sanctions and related legislation. We may request identity documents, proof of address, ownership and control information, source of funds information,

source of wealth information, business activity details and other information we reasonably require for client due diligence and ongoing monitoring.

We may use electronic identity verification, sanctions screening, politically exposed person checks and searches of public or commercial databases. We may retain records of checks in accordance with legal and regulatory requirements.

If we cannot obtain satisfactory evidence of identity, ownership, control, source of funds or other required information, or if we are not satisfied that we can comply with our obligations, we may decline to act, suspend work or terminate the engagement immediately.

You must tell us if you or your business is supervised under anti-money laundering regulations or if you accept or make high value cash payments of EUR10,000 or more, or equivalent in any currency, in exchange for goods.

Nothing in these terms requires us to disclose to you any matter where doing so would breach law or regulation, including rules on tipping off.

## **7. Confidentiality**

We will keep confidential information obtained from you confidential during and after the engagement, except where disclosure is authorised by you, required by law, required by regulation, required by our professional obligations, necessary to perform the engagement, or permitted by these terms.

We may disclose information to HMRC, Companies House, The Pensions Regulator, pension providers, banks, payment providers, software providers, professional advisers, insurers, subcontractors, cloud service providers, regulators, quality reviewers, prospective purchasers or investors in our business, or other third parties where reasonably necessary for the services or for our legitimate business, legal or regulatory purposes.

We may act for other clients whose interests compete with, or may be adverse to, yours. We will manage confidentiality through appropriate safeguards. You agree that appropriate safeguards are adequate to protect your confidential information unless we identify a conflict that cannot be managed.

We may refer to the fact that you are or have been a client in internal records, conflict checks, regulatory reviews or professional discussions, provided confidential information is protected.

## **8. Conflicts of interest**

We will inform you if we become aware of a conflict of interest that affects our engagement, unless we are prevented from doing so by confidentiality, law or regulation. If a conflict can be managed with appropriate safeguards, we may continue to act. If it cannot be managed, we may have to decline or cease acting for one or more parties.

Where we act for a company, partnership, LLP, charity, trust or other entity, our client is the entity unless expressly agreed otherwise. We do not act for individual directors, shareholders, partners, members, trustees, employees or beneficiaries unless separately engaged.

## **9. Data protection**

We will process personal data in accordance with data protection legislation and our privacy notice. Our privacy notice is available at: <https://www.sbbusinessconsulting.co.uk/about/privacy-policy/>.

In relation to personal data processed for the purposes of providing professional services, we and you will normally each act as independent data controllers. Each party is responsible for complying with its own obligations under data protection legislation.

You must ensure that you have a lawful basis for providing personal data to us, including data relating to employees, directors, shareholders, suppliers, customers, tenants, subcontractors, family members and other individuals. You should provide those individuals with appropriate privacy information.

We may process personal data for providing services, client administration, legal and regulatory compliance, AML checks, professional standards, quality control, risk management, insurance, complaints, debt recovery, marketing to existing or prospective clients where lawful, and legitimate business purposes.

We may transfer or allow access to personal data outside the UK where necessary for cloud systems, support services or other service providers, provided appropriate safeguards are used where required by law.

For data protection queries, contact: Samuel Brogden, Director, by email at [sam@sbbusinessconsulting.co.uk](mailto:sam@sbbusinessconsulting.co.uk) or telephone on 0124 235 0490. Please check these contact details before publishing.

## **10. Electronic communication, portals and cyber risk**

Unless you instruct us otherwise, we may communicate with you and third parties by email, client portal, e-signature platform, cloud storage, accounting software, messaging platforms or other electronic means.

Electronic communication carries risks including interception, misdirection, delay, corrupted files, malware, phishing, unauthorised access and accidental disclosure. We use reasonable safeguards, but electronic communication is not entirely secure. You are responsible for checking emails and attachments for viruses and for ensuring that your email account, devices and systems are secure.

We will not be responsible for loss caused by you acting on fraudulent communications, changes to payment instructions, phishing emails or cyber incidents unless directly caused by our negligence. You should verify bank details and payment instructions by a trusted method before making payment.

If you do not wish to accept these risks, please tell us in writing. We may need to agree alternative arrangements, which may involve additional cost or delay.

## **11. Cloud software, bank feeds and client systems**

Where we use or access cloud accounting, payroll, document capture, practice management, email, e-signature, payment collection, AML, tax or other software, those systems are provided subject to the relevant provider terms and availability. We are not responsible for third-party software failures, bank-feed errors, system outages, data corruption, import errors, integration failures, changes to provider functionality or errors arising from client use of the systems.

Unless bookkeeping or software review is expressly included in our engagement, we are not responsible for checking the accuracy of transactions posted by you, your staff, third-party apps, bank rules, automation, OCR tools, Hubdoc/Dext-type systems, payroll imports or bank feeds.

You are responsible for maintaining appropriate access controls, user permissions, two-factor authentication, backups where available, and prompt removal of access for users who no longer require access.

## **12. Use of artificial intelligence and automation**

We may use automation, document processing tools, accounting software features, secure cloud systems and artificial intelligence tools to support our internal processes and service delivery. Where we do so, we remain responsible for professional judgement and appropriate review within the agreed scope of our work.

We will not intentionally input confidential client information into public AI tools in a way that allows the provider to train public models on that information, unless you have consented or the information is anonymised or otherwise protected. You should not assume that AI-generated or software-generated outputs are correct without review.

### **13. Fees, payment and suspension of work**

Our fees are based on the engagement letter, the scope of work, time spent, skill and responsibility involved, complexity, value, urgency, risk and any changes in circumstances. Fees are exclusive of VAT unless stated otherwise. VAT will be added where applicable.

Any estimate is not contractually binding unless expressly stated to be a fixed fee. Fixed fees apply only to the stated scope, period and assumptions. We may revise fees if the scope changes, information is late or poor quality, records are incomplete, additional work is required, or your circumstances change.

Our invoices are due within 14 days of issue unless otherwise agreed. We may require payment on account, monthly direct debit, staged payments or settlement before submission of work. You remain liable for our fees whether or not a third party, insurer or associated entity has agreed to contribute.

We may charge interest and compensation on late paid invoices under the Late Payment of Commercial Debts (Interest) Act 1998 where applicable. We may also charge reasonable debt recovery costs.

If fees remain unpaid, or payment arrangements are not maintained, we may suspend work, withhold non-statutory work products, decline to submit filings, cease acting, or exercise a lien over documents and records where permitted by law and professional rules. We will normally give notice before suspending or ceasing work unless immediate action is justified.

If you dispute an invoice, you must notify us in writing within 21 days of receipt and identify the amount disputed and the reasons. The undisputed element remains payable.

### **14. Payment by entities, directors and individuals giving instructions**

Where our client is a company, LLP, partnership, trust, charity or other entity, the entity is responsible for our fees. However, where an individual director, shareholder, partner, trustee, member, officer, beneficial owner or other person instructs us, controls the engagement, benefits from the work or asks us to act for an entity, we may require that person to guarantee payment or accept personal responsibility for our fees.

If an entity is unable or unwilling to pay, we reserve the right, where agreed in the engagement letter or otherwise in writing, to seek payment from the individual or related party who instructed us or confirmed responsibility for payment.

### **15. Limitation of liability**

Nothing in these terms excludes or limits liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, or any liability that cannot lawfully be excluded or limited.

Our total aggregate liability to you, whether in contract, tort, negligence, breach of statutory duty or otherwise, shall not exceed the higher of three times the fees paid or payable for the relevant engagement in the 12 months preceding the claim, or £5,000. This limitation applies to all claims connected with the same or substantially the same facts, circumstances, work, advice, omission or engagement, whether brought as one claim or multiple claims.

You agree that the liability cap is fair and reasonable having regard to the nature and scope of our work, the fees charged, the availability and cost of professional indemnity insurance, your ability to seek specialist advice, and the fact that you remain responsible for your business decisions and statutory obligations.

We will not be liable for indirect, special or consequential loss, loss of profits, loss of opportunity, loss of goodwill, business interruption, loss caused by tax authority delay, loss caused by third-party software, or loss arising from incomplete, inaccurate or misleading information provided to us.

Where any loss is caused partly by you, your staff, your other advisers, third-party software, HMRC, Companies House, a bank, a payroll or pension provider, or any other third party, our liability will be limited to the proportion of loss that is just and equitable having regard to our responsibility for it.

## 16. Claims and notification

You must notify us in writing as soon as reasonably practicable if you become aware of any matter that may give rise to a complaint or claim against us. You must provide reasonable details and take reasonable steps to mitigate any loss.

Any claim must be brought within the applicable statutory limitation period. To the extent permitted by law, any claim connected with an engagement must be brought within six years of the date of the act or omission giving rise to the claim, and not later than three years after you first became aware, or ought reasonably to have become aware, of the facts giving rise to the claim.

## 17. Reliance on advice and third parties

Our advice and work are provided solely for the use of the client named in the engagement letter and for the specific purpose for which they are provided. No third party may rely on our work unless we expressly agree in writing.

We accept no responsibility to any third party, including group companies, directors, shareholders, partners, lenders, investors, purchasers, employees, family members, HMRC or other authorities, unless we expressly agree in writing.

Oral advice, informal comments, messages and preliminary views are not intended to be relied upon unless confirmed by us in writing. Draft documents are for discussion only and should not be relied upon or circulated unless finalised by us.

## 18. Intellectual property and use of our name

We retain copyright and intellectual property rights in working papers, templates, methodologies, know-how, checklists, spreadsheets, reports, letters, advice notes and other materials created by us, except where the law provides otherwise.

You may use final deliverables for the purpose for which they were provided. You may not copy, adapt, publish, sell, provide to third parties, or use our name in connection with any document or statement without our prior written consent, unless required by law.

## 19. Subcontractors, outsourcing and quality reviews

We may use employees, contractors, subcontractors, consultants, external reviewers, software providers and other support providers to deliver services. We remain responsible for work performed by subcontractors within the agreed scope of our engagement.

Subcontractors and support providers will be subject to confidentiality obligations. We may notify you of subcontracting arrangements where appropriate, but we are not required to notify you where the subcontractor acts within our systems and under obligations equivalent to staff confidentiality.

Our files may be reviewed by professional bodies, regulators, quality control reviewers, insurers, legal advisers or other authorised persons. These reviewers are bound by confidentiality or professional obligations.

## 20. Record keeping, document retention and lien

You have legal responsibility for retaining records relevant to your financial, tax, employment, payroll, VAT and company affairs. You should keep records for at least the statutory minimum periods and longer where needed for enquiries, investigations, disputes, grants, loans, property, capital gains, employment matters or other reasons.

Client / record type	General statutory retention guidance
Individuals, trustees and partnerships with trading or rental income	Generally five years and ten months after the end of the relevant tax year.
Individuals not carrying on a trade, profession, business or property business	Generally 22 months after the end of the relevant tax year.

Companies, LLPs and other corporate entities	Generally six years from the end of the accounting period.
Payroll, VAT, company and accounting records	Keep for the relevant statutory period and longer where enquiries, disputes, loans, grants, property or other issues may arise.

We may return original documents to you where requested and where it is practical to do so. We may store copies electronically. Unless we agree otherwise, we may destroy paper and electronic records more than seven years old, except documents we consider of continuing significance.

Where permitted by law and professional rules, we may exercise a lien over documents, records and work in our possession until all outstanding fees and disbursements are paid.

## 21. Disengagement, termination and ceasing to act

Either party may terminate the engagement by giving not less than 21 days' written notice unless the engagement letter states otherwise.

We may terminate immediately, suspend work or decline to act where: you fail to pay fees; you fail to cooperate; information is withheld or misleading; we suspect fraud, tax evasion, money laundering or other wrongdoing; you ask us to act unlawfully or unprofessionally; there is a conflict or independence issue; we cannot comply with AML or sanctions obligations; you become insolvent; there is abusive or unreasonable behaviour; or continuing to act would breach law, regulation, professional rules or our risk policies.

On termination, we will normally issue a disengagement letter setting out the position, outstanding work, deadlines and responsibilities. If we have had no substantive contact with you for 12 months or more, we may issue a disengagement letter to your last known contact details and cease to act.

Termination does not affect accrued rights, including our right to payment for work done and expenses incurred.

## 22. Internal disputes within a client

If we become aware of a dispute between directors, shareholders, partners, members, trustees, beneficiaries, employees, family members or others involved in a client, we will normally treat our client as the entity or person named in the engagement letter.

Unless otherwise agreed by all relevant parties, we may continue to send information to the registered office or last agreed contact point. If we receive conflicting instructions, we may take no further action until authorised instructions are agreed or the dispute is resolved. We may cease acting if the dispute creates a conflict or risk we cannot manage.

## 23. Complaints

We are committed to providing a high-quality service. If you are dissatisfied, please contact Samuel Brogden at [sam@sbbusinessconsulting.co.uk](mailto:sam@sbbusinessconsulting.co.uk)

We will acknowledge a complaint within five business days and aim to respond within eight weeks. We may ask for further information to investigate the complaint properly.

If we do not resolve your complaint to your satisfaction, you may be able to refer the matter to ICAEW. Where consumer rules or alternative dispute resolution processes apply, we will provide relevant details where required.

## **24. Force majeure and matters outside our control**

We will not be liable for delay or failure to perform caused by matters outside our reasonable control, including illness, bereavement, fire, flood, extreme weather, strike, power failure, internet failure, cyber incident, software outage, government action, HMRC or Companies House system failure, bank-feed failure, postal delay, pandemic, war, terrorism or other events beyond our reasonable control.

## **25. Severability and interpretation**

If any provision of the engagement letter, service schedule or these terms is held to be invalid, unlawful or unenforceable, that provision will be treated as deleted or modified to the minimum extent necessary, and the remaining provisions will continue in force.

Headings are for convenience only and do not affect interpretation. References to legislation include amendments, replacements and re-enactments.

## **26. Acceptance**

These terms apply from the start of our engagement and continue until replaced or terminated. Your continued instruction of us, approval of an engagement letter, payment of our fees, provision of information, or allowing us to continue work will be treated as acceptance of these terms.

We may update these terms from time to time. The latest version will be available on our website or provided on request. Updated terms will apply to new engagements and, where reasonable notice is given, to ongoing engagements. <https://www.sbbusinessconsulting.co.uk/about/terms-of-business/>