

Terms & Conditions

These standard terms of business apply to all engagements accepted by DNS CLOUDCO LTD. The engagements comprise the attached agreement ("Agreement") entered into between DNS CLOUDCO LTD and you which incorporate these terms and conditions, together these form our contract with you. DNS CLOUDCO LTD, is a limited company registered in England and Wales under company number 14492303 with its registered office at Dns House, 382 Kenton Road, Harrow, Middlesex, HA3 8DP, United Kingdom. References to "DNS CLOUDCO LTD", "We" and "Us" are to DNS CLOUDCO LTD. References to "Client", "Company", "You" or "Your" is to our client under the Agreement. All work carried out is subject to these terms except where changes are expressly agreed in writing. If there is a conflict between the Agreement and these terms, the Agreement shall prevail.

"Services" shall mean the accountancy services set out in Appendix 1 of the Agreement.

1 Professional Obligations

1. In performing the Services, we will observe the byelaws, regulations and ethical guidelines of the Chartered Institute of Management Accountants and accept instructions to act for you on the basis that we will act in accordance with those guidelines. Copies of these requirements are available for inspection in our offices.
2. We are required to comply with The Money Laundering, Terrorist Financing and Transfer of Funds Regulations 2017, which require us to identify our clients for certain activities. We are entitled to refuse to act for you if you fail to supply appropriate proof of identity for yourself or for any principal whom you may represent.
3. When you first consult us, we will check whether there is any connection between us firm and another party which might give rise to a conflict of interest we will not be able to accept instructions from you. Should a conflict of interest arise after you have instructed us we will let you know. If this occurs, we may not be able to continue to represent you.
4. Where you give us confidential information, we shall at all times keep it confidential, except as required by law or as provided for under regulatory, ethical or other professional rules that apply to this engagement. The obligation is subject to an important statutory obligation: legislation on money laundering and terrorist financing has placed accountants under a legal duty in certain circumstances to disclose information to the National Crime Agency (NCA). Further details of these obligations re set out in paragraph 13 of these terms.
5. Our firm may be subject to audit or quality checks by external firms or organisations. We may also outsource work. This might be for example typing or photocopying or costings, or research and preparation to assist with your matter. Information from your file may therefore be made available in such circumstances. We will always aim to obtain a confidentiality agreement with the third

party and will comply with the provisions of clause 16(vi) relating to data protection.

- We reserve the right to act during this engagement for other clients whose interests may be adverse to yours. We will notify you immediately should we become aware of any conflict of interest to which we are subject in relation to you.

2 Ethical Conduct

- DNS CLOUDCO LTD are CIMA Members in Practice. All CIMA accountants work within the framework of the CIMA Code of Ethics (www.cimaglobal.com). The code requires accountants to comply with the principles of integrity, objectivity, professional competence and due care, confidentiality and professional behaviour.
- As CIMA accountants we have a duty to observe the highest standards of conduct and integrity, and to uphold the good standing and reputation of the profession.
- Duty of a professional accountant is not exclusively to satisfy the needs of an individual client or employer. In complying with the ethical requirements of the CIMA Code of Ethics the professional accountant is obliged to act primarily within the public interest.

3 Investment Services

- We are not authorised by the Financial Conduct Authority to conduct Investment Business. If you require investment business services, we will refer you to a firm authorised by the Financial Conduct Authority.

4 Commissions or Other Benefits

- Commissions or other benefits may sometimes become payable to us in respect of introductions to other professionals or transactions we arrange for you. We will comply at all times with the provisions of the Bribery Act 2010 in relation to any commissions payable.

5 Tax Planning and Advice

- DNS CLOUDCO LTD may provide generic tax advice and support in relation to your tax affairs from time to time. For advanced tax planning meetings, you may be introduced to our partners.
- DNS CLOUDCO LTD may on your request, introduce you to any advance tax planning products or Tax avoidance products of third-party providers. DNS CLOUDCO LTD purely act as introducers and do not carry any liability for any loss you may incur by entering into such transactions or products or by usage of such services.
- DNS CLOUDCO LTD conducts basic due diligence on any potential third-party providers you may be

introduced to the best of its ability. Such due diligence cannot be fully relied as we are not tax experts and advisors and we are merely acting as introducers towards your best interest.

4. All Advanced Tax planning and tax avoidance carry inherent risk which you should analyse and review with the provider direct. DNS CLOUDCO LTD are not liable for any losses, damages, costs and expenses caused by implementation of any tax planning products or services.
5. Further we cannot be held liable for any losses, penalties, surcharges, interests or additional tax liabilities that are caused by the acts or omissions of any third party introduced by us.
6. DNS CLOUDCO LTD cannot be held responsible for any misleading or false information provided by Advisors direct or indirect. It will be your responsibility to conduct your own due diligence.

6 Third Party Products Introduction including Pension and Insurance

1. DNS CLOUDCO LTD may introduce / refer you to third party products in relation to Mortgage, Insurance or various other services you may request or seek.
2. DNS CLOUDCO LTD gets introduction commissions on making such referrals. We will at all times comply with the relevant provisions of the Bribery Act 2010 in relation to any commissions payable.
3. Before referrals are made, DNS CLOUDCO LTD conducts its basic due diligence on the credibility and quality of provider.
4. DNS CLOUDCO LTD cannot be held liable for any damages or losses incurred to you by the usage of third-party providers and their services.

7 Client Monies

1. We may, from time to time, hold money on your behalf. Such money will be held in trust in a client bank account, which is segregated from the firm's funds. The account will be operated, and all funds dealt with, in accordance with the Clients Money Regulations of the CIMA.

8 Fees & Payment

1. DNS CLOUDCO LTD will never advise of a change in HMRC bank account details for payments without plenty of notice, please be aware of fraudulent emails and if asked to pay into a different bank account via an email you **MUST** call and speak to your account manager before making any payments.
2. For first time payments to new bank accounts of any amounts above £100 we highly recommend you do a smaller test payment first to confirm bank details are correct and to prevent any fraudulent payments being made.
3. Our fees are computed either on the basis of time spent on your affairs by the principals and our team, and on the levels of skill and responsibility involved, or a fixed fee that will be agreed in

advance based on the scope of work in a fixed fee agreement or quotation and set out in the Agreement.

4. If there is more than 10% deviation from transactions or turnover as advised in your quote and hence agreement this will result in a fee revision.
5. If it is necessary to carry out work outside the scope of work agreed in respect of a fixed fee agreement or quotation this will involve additional fees and we will agree this with you before undertaking the additional work. Accordingly, we would like to point out that it is in your interests to ensure that your records, etc. are completed to the agreed stage.
6. It is our normal practice to request that clients make arrangements to pay a proportion of their fee on a monthly direct debit or standing order. These direct debit / standing order will be applied to fees arising from work agreed in the Agreement for the current and ensuing years. Once we have been able to assess the amount of work and time involved we would be grateful if you would agree to pay an amount to us on a regular basis.
7. If you are not set up on monthly direct debit or standing order there will be admin charge of £50+VAT per month. Any bounced direct debit will be charged at an additional £25+VAT
8. Payments made by Cash or Cheque will incur a payment surcharge of £25+VAT each time to cover additional admin costs
9. Our terms relating to payment of amounts invoiced and not covered by standing orders, where appropriate, are strictly 7 days from receipt of invoice. Interest will be charged on all overdue debts at 4% over base rate or at the rate for the time being applicable under the Late Payment of Commercial Debts (Interest) Act 1998, whichever is the higher.
10. If you fail to make payment within our credit terms, we may refer the matter to our debt collection agency. If this is necessary, you will be charged a surcharge of 15% of the outstanding balance due to us plus VAT and you will be responsible for payment of all fees, costs and expenses incurred by us in recovery of the sum due.
11. Accounts unpaid thirty days after the date of invoice will be considered in default and may be put on hold. Clients with accounts in default agree to pay late payment fines, DNS CLOUDCO LTD reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by DNS CLOUDCO LTD in recruiting such third parties.
12. If your account is put on hold by us for any reason (such as non-payment of fees or failure to meet our client identification checks), a charge of £25+VAT will be incurred for each occurrence.
13. Price changes

Each year your Monthly Fees will be subject to an annual adjustment by the RPI Rate, (which could be an increase or a decrease) and be announced in the February preceding the RPI Change, and the adjusted amount will appear on your April bill. For Example:

- If Monthly Fees are £100 a month when you sign up, then: (RPI rates illustrative only)
- If RPI announced is 3.0%, you would see your Monthly Fees increase to £103 a month on your

first April bill (i.e. £100 x 1.030 = £103; and

- If the following year's RPI was announced as 2.7%, you would see your Monthly Fees increase to £105.78 a month (i.e. £103 x 1.027 = £105.78).

We will let you know at least 30 days before the Charges are due to go up.

If you do not accept the new Charges you may be able to terminate your Agreement by giving us notice within 30 days of being informed of the new Charges. If you don't give us notice you accept the new Charges and the Agreement will continue with the new Charges applied.

9 Retention of and Access to Records

1. During the course of our work we will collect information from you and others acting on your behalf in order to provide the Services to you and will return any original documents to you following the preparation of your financial statements and returns. You should retain these records for at least four years from the end of the accounting year to which they relate. Any personal data will be held in accordance with the provisions of clause 14 and our privacy policy, a copy of which is available upon request.
2. Whilst certain documents may legally belong to you, we intend to destroy correspondence and other papers that we store which are more than four years old, other than documents which we consider to be of continuing significance. If you require retention of any document, you must notify us of that fact in writing.

10 Failure to Provide Data / Account Submission Documents on Agreed Time Frame

1. Documents related to Account submission should be received by us 3 months before the year end submission date. However, the latest date for the documents we should receive is 20 working days before the year end submission date to avoid deadlines being missed. On any occasion where we have not been able to meet the deadline because of your failure to send us the documents on required/ agreed time frame, we will not take any liability for any penalties incurred.
2. It is important that we receive the data/ information on time as stipulated below to meet the appropriate deadlines. Failure to provide information/data at the agreed time will incur penalties as well as additional charges.

• Self-Assessment

DNS CLOUDCO LTD will not be liable to guarantee the completion of your self-assessment submission work on time as a result of your failure to provide full data required for self-assessment by the end of November following the end of tax year. Any penalties incurred will have to be borne by client.

Any Data received post December, DNS CLOUDCO LTD reserves the right to charge an additional fee of £100 towards the cost of the additional resource required to complete by deadline date.

- **VAT**

Failure to provide VAT Data by 20th day of the month following the end of Quarter will not guarantee submission of a VAT return on time. Any penalties incurred will be a sole responsibility of the client.

Any Data received post 29th day of the month following end of Quarter, DNS CLOUDCO LTD reserves the right to charge additional fee of £100 towards express service fees and loss of opportunity charges.

- **Payroll**

Any Amendments in monthly payroll will be accepted by 20th Day of the month of payroll. Any amendments made after the 20th day will be reflected in the following month.

- **Final Accounts**

Failure to provide data within 240 days of year end will not guarantee delivery of Final Accounts on time. DNS CLOUDCO LTD requires a minimum turnaround time of 30 days to meet Companies House deadlines.

Where data is provided in last 60 days of deadline, DNS CLOUDCO LTD reserves the right to charge £100 towards express service charges.

Where client does their own Bookkeeping

Where clients do their own bookkeeping and errors are encountered by the Final Accounts team we charge £25 + VAT per hour to rectify the bookkeeping in order to complete final accounts.

11 Quality Control

1. As part of our Ongoing/Recurring commitment to providing a quality service, our files are periodically subject to an independent quality review. Our reviewers are highly experienced and professional people and are, of course, bound by the same requirements of confidentiality and data protection as our principals and staff.

12 Help us to Give You the Right Service

1. If at any time you would like to discuss with us how our service to you could be improved, or if you

are dissatisfied with the service you are receiving, please let us know, by telephoning or writing to our Operations Director **Amit Agarwal**. His email is **amit@DNSCloudco.co.uk** or you can contact him by calling office on **0190 804 1755**

2. We undertake to look into any complaint carefully and promptly and to do all we can to explain the position to you. If you feel that we have given you a less than satisfactory service, we undertake to do everything reasonable to address your concerns, using our internal complaints system. If you are still not satisfied, you may of course take up matters with the CIMA.

13 Internet Communications

1. Internet communications are capable of data corruption and therefore we do not accept any responsibility for changes made to such communications after their despatch. It may therefore be inappropriate to rely on advice contained in an e-mail without obtaining written confirmation of it. We do 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. If you do not agree to accept this risk, you should notify us in writing that e-mail is not an acceptable means of communication.
2. It is the responsibility of the recipient to carry out a virus check on any attachments received.

14 Data Protection

1. For the purpose of this clause 14 "Data Protection Legislation" shall mean the Data Protection Act 1998 or 2018, or any successor legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation (EU 2016/679).
2. Both parties acknowledge that they will comply with all applicable requirements of the Data Protection Legislation. This clause 15 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
3. You acknowledge that for the purposes of the Data Protection Legislation, we are data controller and data processor (where Data Controller and Data Processor have the meanings given in the Data Protection Legislation).
4. We may obtain, use, process and disclose personal data about you in order that we may discharge the services agreed under this engagement letter, and for other related purposes including updating and enhancing client records, analysis for management purposes and statutory returns, crime prevention and legal and regulatory compliance. We will not process your personal data for any other reason without first obtaining your consent. We confirm that when processing data on your behalf we will comply with the provisions of the Data Protection Legislation and our Privacy Policy, a copy of which is available on our website <https://www.cloudcogroup.com/terms-conditions>.
5. You have a right of access, under Data Protection Legislation, to the personal data that we hold

about you. A subject access request may be made by contacting us our data protection officer at amit@DNSCloudco.co.uk

6. We reserve the right to outsource work as a condition of our engagement. Where your data is transferred to a third party for the purpose of providing an outsourced service, we will ensure that we have in place a written agreement with any such third party incorporating terms relating to data protection which are substantially similar to the provisions of this clause 14.

15 Contracts (Rights of Third Parties) Act 1999

1. Persons who are not party to this agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
2. The advice that we give to you is for your sole use and does not constitute advice to any third party to whom you may communicate it. We accept no responsibility to third parties for any aspect of our professional services or work that is made available to them.

16 Money Laundering

1. We have a duty under Criminal Finance Act 2017 and section 330 of the Proceeds of Crime Act 2002 to report to the NCA 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.
2. The offence of money laundering is defined by section 340(11) of the Proceeds of Crime Act and includes the acquisition, possession or involvement in arrangements for concealing the benefits of any activity that constitutes a criminal offence in the UK. This definition is very wide and would include:
 - Tax evasion through deliberate understatement of income or overstatement of expenses or stocks; or
 - Deliberate failure to inform the tax authorities of known underpayments.
1. We are obliged by law to report to the NCA without your knowledge and consent and in fact we would commit the criminal offence of "tipping off"™ under section 333 of the Proceeds of Crime Act were we to inform you of any suspicions or that a report had been made.
2. We are not required to undertake work for the sole purpose of identifying suspicions of money laundering. We shall fulfil our obligations under the Proceeds of Crime Act 2002 in accordance with the guidance published by the CIMA.

17 Continuity Arrangements

1. In the event that we become unable to provide the services agreed through incapacity or death, a Continuity Arrangement has been made with DNS Accountants Ltd DNS House, 382 Kenton Road, Harrow, Middlesex, HA3 8DP. The purpose of this agreement is to look after your interests by providing continuity of services.
2. You will be contacted in the event of such circumstances arising and you will have the option to decline to be covered by these arrangements.

18 Termination

1. You, as the customer, have the right to cancel the Agreement within 14 days without giving any reason. The cooling off period will expire after 14 days from the day on which you signed the Agreement.
2. You may terminate your instructions to us in writing at any time on not less than three months prior written notice, but we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. We may stop acting for you only if we have reasonable grounds to do so, for example if you do not pay an interim bill, comply with a request for a payment on account or if you fail to provide us with instructions or fail to do so on a prompt basis. If we decide to stop acting for you, we must provide you with not less than one month's prior written notice. If we decide to stop acting for you, we will tell you the reason and give you notice in writing.
3. Under the Consumer Protection (Distance) Regulations 2000, for some non-business instructions, you may have the right to withdraw, without charge, within seven working days of the date on which you asked us to act for you. However, if we start work with your consent within that period, you lose that right to withdraw. Your acceptance of these terms and conditions of business will amount to such consent. If you seek to withdraw instructions, you should give notice by telephone, e-mail or letter to the person named in these terms of business as being responsible for your work. The Regulations require us to inform you that the work involved is likely to take more than 30 days.
4. If you cancel our contract before any minimum term set out in the Agreement is up, fees paid up to date are not refunded. Termination of services must be requested in writing either by letter or email. It will be effective on receipt of such notice with at least 30 days of notice period. Please note if you are a monthly fee-paying client your payment of fees already made will not be refunded on termination of the contract as resources and systems have been put in place to work on the account.
5. If you cancel the Agreement within the first six months, a fee of £250+VAT will be payable in consideration of the initial set-up costs incurred by us.

6. On termination of the Agreement and these terms, you shall immediately pay all outstanding invoices and interest in respect of the services supplied.
7. Termination of the Agreement and these terms shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of contract which existed at or before the date of termination.

19 Limitation of Liability

1. We will provide our professional services with reasonable care and skill. However, we will not be held responsible for any losses 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 other relevant authorities.
2. We will not be liable to you for any consequential, special, indirect or exemplary damages, costs or losses, or any damages, costs or losses attributable to lost profits or opportunities.
3. We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence. Our maximum liability to you shall not exceed 2 times the annual fees as set out in the Agreement.
4. You agree to hold harmless and indemnify us against any misrepresentation, whether intentional or unintentional, supplied to us orally or in writing in connection with this agreement. You have agreed that you will not bring any claim in connection with services provided to you by the firm against any of our employees on a personal basis.
5. You agree the Company the designated members will give their personal guarantees that in the event the Company is unable to pay the outstanding fees to DNS CLOUDCO LTD; they will settle the outstanding personally.
6. The results provided by any accounting software do not constitute advice and are only intended to support and aid the protection needs discussion between a Financial Adviser and their client(s), or for independent use by Customers. From time to time updates to any software application may be issued.
7. Whilst considerable care has been taken to ensure the information/calculation contained within accounting software used is accurate and up to date, no warranty is given as to the accuracy or completeness of any information and no liability accepted for loss, damages or expenses which you may suffer or incur directly or indirectly through your access and use of this application.

20 Data Returning Policy

1. When work under the Agreement has been completed, we will inform you to collect your data within 7 days or agree postage where charges will apply.
2. Any postage above 10 pounds has to be borne by the recipient.

Applicable ONLY to Contractors:

21 When a Client is out of Contract

1. DNS CLOUDCO LTD shall continue to charge normal monthly fees for 2 months from the date a Client notifies us that they are out of contract and hence the company is dormant.
2. After 2 months if client is still out of work DNS CLOUDCO LTD charges standard dormant accounts fees at 50% of the agreement fee.
3. Once an account is dormant no payroll will be run for the client and we expect no activity in the bank statement during the period of dormancy otherwise the account will not be considered dormant and normal fixed fees will apply. (For Instance: The dormant account will have no payroll, no active trading and only bank charges will apply; no dividends, withdrawals etc and no advisory support is needed)
4. We continue to take care of accounts and all compliance for 50% of the agreement fee, until the client is back to actively trading.
5. Once client is back to work we start charging normal fixed monthly fees as agreed in our Agreement with you.
6. To provide services as per the signed contract, including submission of yearly accounts and self-assessment tax returns a minimum of 75% of total yearly fees must be paid. So, by way of example, if clients Total yearly fee is £1200 + VAT but had only paid £825 + VAT, due to 5 months being at dormant fee, they would need to pay a £75 + VAT balance to bring total amount to £900 + VAT (75% of £1200 + VAT).
7. Please note that client should be out of work for 2 full months. So, by way of example, if a client finished working part way in Month 3 the client should be out of work fully for month 4 and 5 and from Month 6 DNS CLOUDCO LTD will start charging the agreed dormancy fees.

Applicable ONLY to Contractors:

22 IR35 Review

1. DNS CLOUDCO LTD™'s turnaround time for IR35 review is 3-5 business days after receiving all the necessary paperwork.
2. For basic package clients 1 review per year is included, premium 2 per year and gold package unlimited reviews.
3. IR35 Reviews must be done on an assignment by assignment basis so for each new contract signed to ensure contractors remain IR35 compliant.
4. Our IR35 review only includes the review of your contract; consistency with working practices review is also available but an additional charge may apply if you are not on the gold package.

5. The nature of the IR35 legislation is such that it is based substantially upon subjective analysis of the facts and interpretation at the time. We are unable to guarantee a successful outcome if HMRC was to challenge you.

23 Applicable Law

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

24 General

1. **Force majeure.** Neither party shall be in breach of the Agreement or these terms nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement or these terms if such delay arises from event, circumstances or causes beyond its reasonable control.
2. **Assignment.** DNS CLOUDCO LTD may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Agreement and these terms. You shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of your rights and obligations under the Agreement or these terms.
3. **Entire Agreement.** The Agreement and these terms constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
4. **Variation.** Except as set out in the Agreement and these terms, no variation of the Agreement or these terms shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
5. **Waiver.** A waiver of any right or remedy under the Agreement or these terms or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Agreement or these terms or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or these terms or by law shall prevent or restrict the further exercise of that or any other right or remedy.
6. **Severance.** If any provision or part-provision of the Agreement and these terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to

make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement or these terms.

7. Notices. Any notice given to a party under or in connection with the Agreement or these terms shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by fax to its main fax number. Any notice shall be deemed to have been received:

- if delivered by hand, on signature of a delivery receipt; and
- if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
- if sent by fax, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause, business hours mean 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.