

**LETTER OF ENGAGEMENT**  
**Accounting and Tax Compliance Services to be provided by 123 Contracting part of C M J**  
**Accountancy Limited**

This letter (including the Appendix) and the attached Standard Terms and Conditions of Business set out the basis on which we are to act as accountants, advisers and tax agents.

**1. Accounting and Tax Compliance Services**

You have asked us to provide to the company the tax and accountancy services as set out in the Appendix (**the services**). The services will be provided to the company in accordance with the terms of this letter (including the Appendix) and the attached Standard Terms and Conditions of Business.

The work carried out within this engagement will be in respect of the company's tax affairs. Any work to be carried out for the directors on a personal basis will be set out in a separate letter of engagement.

**2. Accounting services**

**2.1 Our responsibilities**

We have agreed to carry out accounting services on your behalf as laid out in the Appendix.

We have a professional duty to ensure that all information we are aware of is recorded appropriately in the company's records. Should we need more information to enable us to carry out our responsibilities we will contact you for information or your further instruction.

**Year-end accounts**

You have asked us to assist you in the preparation of financial statements in accordance with the requirements of the Companies Act 2006. We will compile the annual financial statements for your approval based on the accounting records maintained by you and from the information and explanations that you give us.

We have a professional duty to compile financial information that conforms to generally accepted accounting principles. In carrying out our work, we will make enquiries of you and undertake any procedures that we judge appropriate. We may ask you to confirm in writing any information or explanations given to us orally during the year.

You have not appointed us to carry out an audit. Since we have not carried out an audit, nor confirmed in any way the accuracy or reasonableness of the accounting records, we cannot assure you that any accounts we prepare from those records, present a true and fair view.

We have a professional responsibility not to allow our name to be associated with financial statements we believe may be misleading. Therefore, although we are not required to search for such matters, should we become aware, for any reason, that the financial statements may be misleading, we will discuss the matter with you with a view to agreeing appropriate adjustments and/or disclosures in the financial statements. In circumstances where adjustments and/or disclosures that we consider appropriate are not made or where we are not provided with appropriate information, and as a result we consider that the financial statements are misleading, we will withdraw from the engagement. In these circumstances you agree that we have a right to invoice you for our

time spent preparing and discussing the accounts with you and for time spent on any other work that is not completed as a result of our resignation.

To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the Company and the Company's Board of Directors, as a body for our work or this report. If you wish, or are asked, to provide a copy of the financial statements to a third party you must seek our consent before you do this. You are not entitled to disclose our work to a third party without our express permission. We may grant consent subject to certain conditions, however in every situation where we grant consent then the report must remain attached to the financial statements shown to the third party.

## **2.2. Your responsibilities as directors**

As directors of the company, you are required to prepare financial statements which give a true and fair view and which have been prepared in accordance with the Companies Act 2006 (the Act). As directors you must not approve the financial statements unless you are satisfied that they give a true and fair view of the assets, liabilities, financial position and profit or loss of the company.

In preparing the financial statements, you are required to:

- (a) select suitable accounting policies and then apply them consistently;
- (b) make judgements and estimates that are reasonable and prudent; and
- (c) prepare the financial statements on the going concern basis unless it is inappropriate to presume that the company will continue in business.

You are responsible for keeping adequate accounting records that disclose with reasonable accuracy at any time the financial position of the company and for ensuring that the financial statements comply with United Kingdom Generally Accepted Accounting Practice (UK GAAP) and the Companies Act 2006.

You are responsible for safeguarding the assets of the company and hence for taking reasonable steps to ensure the company's activities are conducted honestly for the prevention and detection of fraud and other irregularities.

You are responsible for ensuring that the company complies with laws and regulations applicable to its activities, and for establishing arrangements designed to prevent any non-compliance with laws and regulations and to detect any that occur.

You are responsible for determining whether, in respect of the year, the exemption is not available for any of the reasons set out in section 478 and 479 of the Act; namely that at no time during the year was the company:

- (a) a public company;
- (b) an authorised insurance company, a banking company, an e-money issuer, a MiFID investment firm or a UCITS management company;
- (c) carrying on an insurance market activity;
- (d) a special register body as defined in section 117(1) of the Trade Union and Labour Relations (Consolidation) Act 1992 or an employers' association as defined in section 122 of that Act;
- (e) a member of a group that exceeded the small group exemption limits; or

(f) a member of an ineligible group.

The exemption is available only if you, as directors, sign a declaration as required by section 475(3) of the Act on the balance sheet to stating that:

- (a) for the year in question, the company is eligible to take advantage of the audit exemptions;
- (b) the members have not required the company to obtain an audit of its financial statements for the year in accordance with section 476 of the Companies Act 2006; and
- (c) you acknowledge your obligations for complying with the requirements of the Act with respect to accounting records and preparation of accounts.

You have agreed to make available to us, as and when required, all the company's accounting records and related financial information, including minutes of management and shareholders', directors' and members' meetings, necessary to carry out our work. You will make full disclosure to us of all relevant information.

If financial information is published, which includes a report by us or is otherwise connected to us, on the company's website or by other electronic means, you must inform us of the electronic publication and get our consent before it occurs and ensure that it presents the financial information and accountants report properly. We have the right to withhold consent to the electronic publication of our report or the financial statements if they are to be published in an inappropriate manner.

You must set up controls to prevent or detect quickly any changes to electronically published information. We are not responsible for reviewing these controls nor for keeping the information under review after it is first published. You are responsible for the maintenance and integrity of electronically published information, and we accept no responsibility for changes made to any information after it is first posted.

### **3. Tax Compliance Services**

#### **3.1 Our responsibilities as tax agents and advisers**

We will provide the tax compliance services as detailed in the Appendix.

We will inform you of possible claims and elections arising from tax returns and from information you have supplied. If instructed by you, we will make such claims and elections in the form and manner required by HM Revenue & Customs.

We will deal with all communications relating to the company's returns which HM Revenue & Customs sends us or which the company passes to us.

You give us authority to correct HM Revenue & Customs errors.

#### **3.2 Your responsibilities for the provision of information for tax purposes**

The company is legally responsible for making correct returns by the due date and for payment of tax on time. Failure to meet the deadlines may result in automatic penalties, surcharges and/or interest.

The Company is responsible for ensuring correct returns by the due date and for payments for tax on time for prior years not prepared by 123 Contracting part of C M J Accountancy Limited. Failure to meet the deadline may result in automatic penalties, surcharges and/or interest, and will not be refunded by 123 Contracting part of C M J Accountancy Limited.

To enable us to carry out the services you agree:

- (a) that all returns are to be made on the basis of full disclosure of all sources of income, charges, allowances and capital transactions;
- (b) to provide full information necessary for dealing with the company's affairs: we will rely on the information and documents being true, correct and complete and will not audit the information or those documents;
- (c) to provide us with information in enough time for the company's tax return to be completed and submitted by the due date;
- (d) that we can approach appropriate third parties for information that we consider necessary to deal with your affairs;
- (e) to forward to us on receipt copies of all HM Revenue & Customs statements of account, PAYE coding notices, notices of assessment, letters and other communications so that we can deal with them as may be necessary within the statutory time limits; and
- (f) to keep us informed about significant transactions or changes in your circumstances if they are likely to affect your tax position.
- (g) to provide us with information on advances or loans made to directors, shareholders or their associates during an accounting period and any repayments made or write offs authorised at least within three months of the end of the relevant accounting period.

### **3.3 Tax Agent – '64-8'**

On submission of form 64-8 to the HM Revenue & Customs which authorises HM Revenue & Customs to send us copies of formal notices.

In practice HM Revenue & Customs will treat this as authority to correspond with us, in which case they will not correspond with the company except to the extent that they are formally required to do so.

However, this authority does not apply to all HM Revenue & Customs correspondence. It is essential you should therefore always send us the originals or copies of all communications you receive from HM Revenue & Customs to avoid any breakdown in communication.

## **4. General Tax Advice and other Taxation Services**

We will be pleased to assist the company generally in any other tax matters if you wish. To enable us to do this you will need to instruct us in good time.

Because tax rules often change, you must ask us to look again at the tax advice we have already given you if a transaction is delayed, or if you are to make an apparently similar transaction.

We will confirm in writing advice upon which the company may wish to rely.

**5. Excluded services**

We have only agreed to provide the services listed in the Appendix.

We will be pleased to advise you on other matters if so requested.

**6. Limitation of Liability**

Your attention is drawn to the limitation on our liability contained in our attached Standard Terms and Conditions of Business.

**7. Communicating with You**

We will communicate with you in relation to the company's, accounting and tax affairs having agreed with you that you will represent the company.

We may communicate with you by email. As with other means of delivery this carries with it the risk of inadvertent misdirection or non-delivery. The recipient is responsible for carrying out a virus check on attachments.

Internet communications may be corrupted, and, we accept no responsibility for changes to such communications after their despatch. It may therefore be advisable to get written confirmation of advice in an email. We do not accept responsibility for any errors or problems that may arise through the use of the internet and you must accept all risks connected with sending commercially sensitive information relating to you or your business. If you do not accept this risk, you should notify us in writing that email is not acceptable to you.

**8. Agreement of Terms**

**8.1 Period of engagement**

This engagement will start on your acceptance of these terms. You or we may agree to vary or terminate our authority to act on behalf of the company at any time without penalty. One month's notice of variation or termination must be given in writing.

**8.2 Confirmation of your agreement**

The terms set out in this statement of engagement and our attached Standard Terms of Business shall take effect immediately upon your submission of this online form.

## **APPENDIX TO LETTER OF ENGAGEMENT**

### **Tax and Accountancy Services**

The following services are included:

#### **1. Year-end accounts**

At the company year-end, we will help the company prepare the financial statements in accordance with the requirements of the Companies Act 2006 (as amended or varied from time to time) to enable profits to be calculated to meet the requirements of section 42 of the Finance Act 1998, as amended by the Finance Act 2002 and to provide sufficient and relevant information to complete a tax return.

We will compile the financial statements for the approval of the directors in a timely manner based on the accounting records and the information and explanations given to us.

Preparation of year-end accounts for any periods prior to the commencement of 123 Contracting part of C M J Accountancy Limited services will be invoiced separately detailing the services to be completed. The responsibilities for 123 Contracting part of C M J Accountancy Limited and you remain the same as detailed in the Letter of Engagement.

Where information is provided by your former accountants in the form of a trial balance we will use this information as the basis for the year-end accounts and ongoing bookkeeping. We will not carry out any detailed checks of underlying information such as invoices or expense claim forms unless you specifically request this.

#### **2. Bookkeeping**

You will maintain the ledgers for the company. You will post transactions to the ledgers as you become aware of them and balance them monthly.

We will contact the directors to highlight any significant issues or queries which arise out of the preparation of these accounts. We advise that the directors should review these accounts and inform us if they do not reflect their understanding of the company's position.

It is the director's responsibility to ensure that these accounts take into account all the activities of the company.

#### **3. Bank reconciliations**

You will reconcile the company records to the bank account information on a regular basis, and at least monthly.

#### **4. Invoices**

It is the company's responsibility to raise invoices for any services it provides. You must record all invoices in the company's ledgers.

#### **5. Company secretarial services**

We will update your company details with Companies House when you inform us of a change. We will provide you with dividend tax voucher and dividend board minute templates so you can prepare these documents each time you issue a dividend.

#### **6. Payroll services**

We will maintain the company's payroll records, prepare HM Revenue & Customs returns for the PAYE and national insurance contributions; send the company details of amounts to pay to the Collector of Taxes and complete the year end return forms P35, P14 and P60.

The end of year payroll returns must be received by HM Revenue & Customs by 19 May following the end of the tax year otherwise penalties will be levied. There may also be interest payable if the final tax and National Insurance payment, due by 19 April following the end of the tax year, is late. The company is responsible for providing us with any additional information we may need to complete these forms accurately and for ensuring the payment arrives at HM Revenue & Customs on time.

#### **7. Payroll auto-enrolment**

##### **Recurring compliance work**

1. As part of the preparation of your UK payroll, we will:
  - (a) calculate the deductions to be made from each worker's pay;
  - (b) calculate the contribution you as an employer are obliged to make to the scheme; and
  - (c) process through the payroll any refunds from the scheme.
2. We will include the pension payments on the following documents:
  - (a) the payroll summary report showing the reconciliation from gross to net for each employee and all relevant payroll totals;
  - (b) the payslips for each employee (unless payslips are not required);
  - (c) a report showing your total pension contributions (employees and employers) and due date for payment.

We can provide advice to you regarding your choice of a pension scheme but we are not authorised to provide specific advice to your employees. You are responsible for choosing a pension scheme that meets the automatic enrolment qualifying criteria and we recommend that you take appropriate independent advice.

We can assist you by:

- providing factual information about pension schemes;
- helping you to compare schemes;
- referring you to a specialist adviser; and
- referring you to guidance issued by The Pensions Regulator on pension scheme selection.

We will help you to establish which category each worker falls into, whether entitled worker, eligible jobholder or non-eligible jobholder.

3. We will not accept responsibility if you act on advice given by us on an earlier occasion without first confirming with us that the advice is still valid in the light of any change in the law or public policy and practice or your circumstances.
4. We will accept no liability for losses arising from changes in the law or public policy and practice that are first published after the date on which the advice is given.

### **Your responsibilities**

5. You are legally responsible for:
  - (a) ensuring that your payroll and pensions records are correct and complete; and
  - (b) making payment of pensions contributions on time.
6. You will keep and retain the records required by law. These include:
  - (a) records about jobholders and workers, eg name, date of birth, national insurance number, gross earnings, contributions, gender, address, status within the pension scheme, opt-in notice, opt-out notice and joining notice; and
  - (b) records about the pension scheme, eg employer pension scheme reference, scheme name and address, and other information in respect of specific pension schemes.

You must retain these records for six years except for requests to leave the pension scheme, which must be kept for four years.

7. You are responsible for choosing an eligible scheme and for regularly reviewing that it meets the automatic enrolment qualifying criteria, and we recommend that you take appropriate independent advice.
8. You are responsible for providing all relevant information to the trustees or managers of the pension scheme within the statutory period.
9. You are responsible for the monitoring of workers' age and earnings, and agree to advise us on any change in categorisation or status of your workers.
10. You are responsible for monitoring opt-in and opt-out requests and where workers with the right to opt in or opt out exercise that right. If required and requested by you, we will assist you in providing appropriate information for you to provide to the jobholder.
11. You are responsible for providing the required statutory information to your workers. This includes writing to new starters and those becoming eligible to be enrolled by age or earnings within six weeks of them meeting the age or earnings criteria.
12. You will enrol all eligible jobholders into an eligible pension scheme on the appropriate date.
13. You are legally responsible for:
  - (a) choosing your re-enrolment date from within a six-month window, which starts three months before the third anniversary of your automatic enrolment staging date and ends three months after it; and
  - (b) assessing your job holders, including those enrolled into the scheme and those you will put back into the scheme.

14. You are required within five calendar months [from the start of your legal duties and thereafter] when re-enrolling eligible jobholders to make a declaration of compliance with The Pensions Regulator.
15. To enable us to carry out our work, you agree:
- (a) to provide full information necessary for dealing with your workers' pensions; we will rely on this information and documents being true, correct and complete, and will not audit the information or documents;
  - (b) to agree with us the name(s) of the person(s) authorised by you to notify us of changes in employees and in rates of pay. We will process the changes only if notified by that (those) individual(s);
  - (c) to advise us in writing of changes of payroll pay dates;
  - (d) to notify us at least 14 working days prior to the payroll date of all transactions or events that may need to be considered in relation to auto-enrolment obligations for the period, including details of:
    - all new workers and details of their remuneration packages
    - all leavers and details of termination arrangements for all workers
    - changes in categorisation or status of your workers
    - all opt-in and opt-out requests from your workers
    - all remuneration changes for all workers
    - all pension scheme changes.
16. You will keep us informed of material changes in circumstances that could affect the pension scheme, workers and deductions. If you are unsure whether the change is material or not, please let us know so that we can assess its significance or otherwise and to seek your authority to approach such third parties as may be appropriate for information that we consider necessary to deal with your affairs.
17. Where you wish us to deal with them you will forward to us all communications received from The Pension Regulator. These must be provided in time to enable us to deal with them as may be necessary within the statutory time limits. It is essential that you let us have copies of any correspondence received because The Pension Regulator is not obliged to send us copies of all communications issued to you.
18. If the information required to complete the services set out above is received less than 14 days before the payroll date, we will endeavour to process the payroll to meet the agreed payroll date but we will not be liable for any costs or other losses arising if the payroll is late in these circumstances. We may charge an additional fee for work carried out in a shorter time period.

## **8. VAT**

If you provide digital services to consumers in the European Union you are responsible for either registering for VAT in that member state or registering for VAT Mini One Stop Shop (MOSS) in the UK.

You are responsible for monitoring your monthly turnover to establish whether you are liable to register for VAT. If you do not understand what you need to do, please ask us. If your turnover exceeds the VAT registration threshold, and you wish us to assist you in notifying HMRC of your obligation to be VAT registered, we will be pleased to assist you in the VAT registration process. You should notify us of your instructions to assist in your VAT registration in good time to enable a VAT registration form to be submitted within the time limit of one month following the month in which you exceeded the VAT registration threshold in force at that time. We will not be responsible if you fail to notify us in time and incur a late registration penalty as a result.

We will deal with quarterly VAT computations and returns. We will prepare return form VAT 100 from the records of the company. We will not audit or otherwise check the underlying records for this purpose.

We will file the return on line at the appropriate time. We will notify the company of the amount to pay which should be submitted to HM Revenue & Customs by the due date. If it is considered that the return is incorrect please contact us for advice.

The company is legally responsible for making a correct VAT return, and for payment of VAT on time. We can accept no responsibility for any default surcharge that may arise if we are not informed of any required amendments or if the required payment is not submitted to HM Revenue & Customs on time.

## **9. P11D preparation**

We will where relevant complete forms P11D for the approval of the directors and for submission to HM Revenue & Customs. If there are any employees the company will provide us with the information required to enable us to prepare the forms P11D information by the due date.

There are penalties for the late submission of and incorrect information on forms P11D. We will prepare the forms P11D on the basis of the information we hold. The directors agree to review this and supply us with any additional information on benefits and reimbursed expenses paid to or on behalf of directors or higher paid employees for the tax year (not the accounts year) within 30 days of the end of that year. (Note: A higher paid employee is someone who receives (at the current level) £8,500 pa including the taxable value of benefits)

## **10. IR35 compliance**

It is the company's responsibility to ensure each contract is outside of the personal services legislation (IR35). We advise your company has each new contract reviewed by IR35 specialists. We will prepare the company's statutory accounts and company tax returns based on all contracts and income being outside of IR35 unless you inform us otherwise. We will not undertake any review or audit of the company's contracts and we can accept no responsibility for any default surcharge, penalty or interest payable or any additional tax liability that may arise.

Any recalculation of deemed salary, rework of corporation tax computations, year end accounts, P35 and P14 for prior years not prepared by 123 Contracting part of C M J Accountancy Limited, may be chargeable.

## **11. Tax and VAT compliance visits**

Should the company receive an enquiry letter from HM Revenue & Customs, we will provide assistance in answering any questions relating to the taxation or accounting affairs of the company. Subject to authority from the company, we will deal directly with HM Revenue & Customs on the company's behalf.

## **12. Year-end Corporation Tax returns**

We will prepare the income and expenditure account of the company and the tax computations based on it from the company's accounting records and other information and explanations we have been provided with for periods where the fee has been paid in full.

We will calculate the company's corporation tax liabilities, from the accounting records prepared by you and other information and explanations provided to us.

We will tell the directors of the amounts of corporation tax to be paid and the dates by which the company should make the payments

We will also arrange for preparation of the company's corporation tax self assessment tax return with all supporting schedules. We will deal with HM Revenue & Customs regarding any amendments required to the return and amend the returns as necessary.

We will send the tax return, tax computations and supporting schedules to the directors for approval. We will then submit them, with the financial statements to HM Revenue & Customs. We will submit the return, computation and accounts online to HM Revenue & Customs in the required Extensible Business Reporting Language (XBRL) format.

We will also provide other such taxation advisory and ad hoc services as may be agreed from time to time. These may be the subject of a separate engagement letter. Where appropriate we will discuss and agree an additional fee for such work when it is commissioned by you. Examples of such work include:

- advising you when Corporation Tax is due on loans by the company to directors or shareholders or their associates, and calculating the payments due or the amount repayable when the loans are repaid
- dealing with any enquiry opened into the company's tax return by HM Revenue & Customs.
- preparing any amended returns which may be required and corresponding with HM Revenue & Customs as necessary

Where specialist advice is required on occasions we may need to seek this from or refer you to appropriate specialists.

# STANDARD TERMS AND CONDITIONS OF BUSINESS FOR ACCOUNTING AND TAX COMPLIANCE SERVICES TO BE PROVIDED BY 123 CONTRACTING PART OF C M J ACCOUNTANCY LIMITED

## DEFINITIONS

“Conditions”	These terms and conditions
“Letter of Engagement”	The covering letter including Schedule 1 attached to these Conditions
“Terms of Engagement”	The terms and conditions which incorporate the Letter of Engagement and these Conditions
“Money Laundering Law”	The Proceeds of Crime Act 2002 and the Money Laundering, Terrorist Financing and Transfer of Funds Regulations 2017 (MLR 2017) and any other relevant law, including any amendment, extension, application or re-enactment and including any subordinate legislation
“Services”	The services to be provided by us to you as set out in the Letter of Engagement
“We” “us” “123 Contracting”	123 Contracting part of C M J Accountancy Limited (Company No. 07349232)
“you”	The company to which we are providing the Services as defined in the Letter of Engagement

### 1. The Terms of Engagement

These Terms of Engagement shall apply in respect of the provisions of our Services and all work carried out by us will be governed by them. We reserve the right to vary these Terms of Engagement from time to time upon giving no less than one month’s written notice before any changes taking effect.

### 3. Introductions to third parties and Investment advice

**3.1** If during the provision of Services to you, you require advice which is outside of our remit or expertise, we may have to refer you to someone who is authorised and regulated to provide such advice. For example, if you require investment advice, we will refer you to someone who is authorised and regulated by the Financial Services Authority, as we are not authorised to give such advice.

**3.2** Any information or advice provided by our business partners, associates or affiliates (whether listed above or otherwise) will be entirely independent of 123 Contracting and specific to your circumstances. We will not, nor would we seek to, influence the advice provided or the factual background upon which the advice is given without your prior consent. You are free to raise questions at any time in relation to any aspect of the transaction and are under no obligation to obtain advice from anyone listed below.

**3.3** 123 Contracting provide introductions to certain third parties during the course of business. Where those introductions lead to business, 123 Contracting may receive and retain commission in return for the introduction and the administrative support provided. Commissions are receivable by us as follows:

#### 3.3.1 Kingsbridge Insurance

123 Contracting will receive approximately 5% of the premium payable on your policy.

#### 3.3.2 Qdos Consulting Ltd

123 Contracting will receive different referral payments based on the individual policy or product.

#### 3.3.3 Ed Davey Mortgages

123 Contracting will receive different referral payments based on the individual policy or product.

#### 3.3.4 Invictus Wealth Consultants Limited

123 Contracting will receive approximately 30% of the fee charged by Invictus Wealth Consultants Limited.

#### 3.3.5 TorFX

123 Contracting will receive approximately 30% of the gross profit of each transaction undertaken by TorFX on your behalf.

#### 3.3.6 Legal Services

(a) We are not authorised or regulated to provide legal services and would recommend that you only seek legal advice from people, firms or organisations who are appropriately authorised and regulated to provide such advice. The provision of legal advice is clearly outside the scope of our remit or expertise.

#### 3.3.7 Banking services

Where 123 Contracting have assisted with the completion of forms necessary for opening bank accounts, an administration fee may be receivable from the banking provider to cover our costs. Expected commissions are around £50 per account.

**3.4** By agreeing to these Engagement Terms, you confirm that you consent to our receiving and retaining the commissions as set out above.

**3.5** Where commissions other than those set out above are receivable by us, we or the third party involved will write to you directly providing you with details of the proposed commission to be paid should any business be written. By agreeing to these

Terms of Engagement, you confirm that when we write to you in this regard, you consent to our receiving and retaining such commissions.

#### **4. Fees**

**4.1** Unless otherwise specifically provided for in the Letter of Engagement, our fees are calculated on the basis of the time spent on your affairs by the principals and staff and on the levels of skill or responsibility involved. Our fees will be billed weekly or monthly and will be payable immediately.

**4.2** Unless otherwise specifically provided for in the Letter of Engagement, all fees and expenses will be subject to VAT which we will add to our invoices at the appropriate rate.

**4.3** If we need to do work outside the responsibilities outlined in our Letter of Engagement, or undertake work as a matter of urgency or during unsociable hours (for example between the hours of 6pm and 8am Monday to Friday, at weekends or on bank holidays) we will advise you in advance. This will involve additional fees which will be invoiced separately.

**4.4** We ask clients to pay a proportion of their fee on a weekly or monthly basis, by standing order. Payments will be applied to fees for work agreed in our Letter of Engagement for the current and ensuing years. We should be grateful if you would pay regularly.

**4.5** We reserve the right to charge interest on overdue accounts at the current rate under the Late Payment of Commercial Debts (Interest) Act 1998. We also reserve the right to terminate our engagement and cease acting if payment of any fees billed are outstanding at our complete discretion. We will of course notify you should we terminate our engagement.

**4.6** All sums payable to us under the Terms of Engagement shall become due and immediately payable upon termination, notwithstanding any other provisions contained within these Terms of Engagement. This condition is without prejudice to any right to claim interest in accordance with clause 4.5 above.

**4.7** Each of your directors and officers agree that in the event that our fees or other debts owing to us remain unpaid for a period of 90 days, each of your directors and officers will be jointly and severally personally responsible for amounts owed to us and will immediately on demand pay all outstanding amounts on a joint and several basis.

**4.8** We may set off any liability that you may have to us against any liability that we may have to you.

#### **5. Records**

**5.1** During our work we will collect information from you and others acting on your behalf. You are in possession of original documents and you should retain them for a period of 6 years from the 31 January following the end of the tax year to which they relate. This period can be extended if the H M Revenue & Customs enquire into your tax return and you should seek specific advice from us in this regard.

**5.2** You must make available to us, at such times as we may request, all records and documents that we may need to enable us to provide the Services to you. It is your responsibility to ensure that such information is accurate and complete and not misleading or fraudulent.

**5.3** Unless you provide us with written instructions to the contrary, we will destroy correspondence and other papers relating to you, your business and your accounts, we will however keep an electronic copy.

**5.4** We reserve the right to charge a storage fee in respect of any documents retained on your behalf.

#### **6. Conflicts of interest and independence**

During our engagement, we reserve the right to act for other clients whose interests are or may be adverse to yours, subject to clauses 7 and 9 below. We will notify you immediately should we become aware of any conflict of interest which may affect our relationship.

#### **7. Confidentiality**

**7.1** We confirm that where you give us confidential information we shall undertake reasonable endeavours to keep it confidential. However, we reserve the right to disclose any confidential information to any person, firm, court, authority or regulator as required by law or as provided for in regulatory, ethical or other professional guidance which may govern our business of the Services we provide.

**7.2** You also agree to keep confidential all reports and advice which are provided or disclosed by us for the purposes of providing Services to you. You also agree to restrict disclosure of any reports or advice to your officers or employees as required for the sole purposes of discharging your obligations or otherwise as required by law.

**7.4** We reserve the right to subcontract some services to third parties at our discretion. Where we do this, we will need to provide them with information regarding you and your directors and officers. We will inform them of their responsibilities with regard to confidential information as outlined in this section.

#### **8. Intellectual Property**

All intellectual property rights in documents and materials generated by us in connection with the engagement shall be owned by us.

#### **9. Data Protection and GDPR**

**9.1** You acknowledge that we will act in accordance with the privacy policy notice we have supplied to you.

#### **10. Proceeds of crime and money laundering**

**10.1** In common with all accountancy and legal practices we are required by the Money Laundering legislation to:

- have identification procedures for all new clients;
- maintain records of identification evidence for all clients (this may require us to obtain further identification from you from time to time); and
- report suspicious activities in accordance with any relevant legislation.

**10.2** Although under English Law we are not required to obtain your consent for these purposes, we are informing you, as a matter of courtesy, that, in order to verify any information you provide us we may make searches about you with various publicly available electronic databases, including credit reference or fraud prevention agencies.

#### **11. Quality control**

As part of our ongoing commitment to providing a quality service, our files may periodically be reviewed by an external independent regulator, reviewer, auditor or quality controller. Our reviewers are highly experienced and professional people and, of

course, are bound by the same rules for confidentiality as our principals and staff. By continuing to instruct us, you consent to your information being used as part of an audit review process.

## **12. Recording our telephone calls**

We and/or our agents, business partners, associates or affiliates may record and/or monitor telephone calls, emails and any other communications between you and us (and/or our agents) for the purposes of training, security, quality control, service improvement and our lawful business purposes.

## **13. Help us give you the best service**

**13.1** We strive to provide a high quality of service at all times. If you would like to discuss how we could improve our service, or if you are dissatisfied with the service you are receiving, please let us know by contacting us. If you do not feel that your concerns have been adequately addressed, please put your concerns in writing to our Managing Director, Christopher Joynes.

**13.2** We will look into any complaint carefully and promptly and do all we can to explain the position to you. If we have given you a less than satisfactory service we will undertake reasonable endeavours to put it right.

## **14. Contracts (Rights of Third Parties) Act 1999**

**14.1** Only someone who is a party to the Terms of Engagement has the right under the Contracts (Rights of Third Parties) Act 1999 (the "Act") to enforce any of those terms. All rights and remedies provided by the Act are expressly excluded by the consent of both parties to the Terms of Engagement. This clause does not affect any right or remedy that exists independently of the Act.

**14.2** The advice 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 do not accept responsibility to any third party for any aspect of our professional services or work that is made available to them.

## **15. Force Majeure**

We shall have no liability to you under the Terms of Engagement if we are prevented from or delayed in performing our obligations under the Terms of Engagement or from carrying on our business by acts, events, omissions or accidents beyond our reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of or the workforce of a supplier or any third party), failure of a utility service or transport network, act of God, inclement weather war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

## **16. Applicable law**

Our engagement with you is governed by, and interpreted in accordance with, English law. The Courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning our Letter of Engagement and Terms of Engagement 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 inconvenient forum, or to claim that those courts do not have jurisdiction.

## **17. Entire Agreement**

You acknowledge and agree that in agreeing to these Terms of Engagement you have not relied on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) relating to the provision of the Services other than as expressly set out in the Terms of Engagement or Engagement Letter.

## **18. Termination**

**18.1** Subject to any professional obligations, this agreement and our relationship overall may be terminated immediately by either party, if:

**18.1.1** the other party commits a material breach of any of the terms of the Engagement Terms and, (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or

**18.1.2** an order is made or a resolution is passed for the winding up of either party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of the other party; or

**18.1.3** an order is made for the appointment of an administrator to manage the affairs, business and property of either party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or

**18.1.4** a receiver is appointed of any of either party's assets or undertaking, or circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or

**18.1.5** either party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or

**18.1.6** either party ceases, or threatens to cease, to trade; or

**18.1.7** either party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt; or

**18.1.8** you use abusive, threatening, impolite, sexually explicit, racially explicit, discriminatory, unsavoury or disrespectful language either verbally (in person or on the telephone) or in writing (including email or electronic communications) towards us during the course of this engagement.

**18.2** Either party may terminate this agreement at any time upon giving one month's written notice to the other party.

**18.3** Immediately upon termination of this agreement (howsoever occurring):

(a) you shall pay us all of our outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, we may submit an invoice, which shall be payable immediately on receipt;

(b) you shall, within a reasonable time, return all of our materials that you hold on your premises; and

(c) the accrued rights of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

## **19. Invalidity**

Except where the context otherwise requires, each of these Conditions shall be regarded as independent of every other Condition so that if any such Condition or the application of any such Condition to any person or to any circumstance is found to be invalid or unenforceable, then such finding will not affect any other Condition or the application of such Condition to any person or circumstance.

## **20. Limitation of Liability**

**20.1** If we are liable to you (including any liability for the acts or omissions of our employees, agents and sub-contractors) in respect of any breach by us of the Engagement Terms, then our liability shall be limited as follows:

(a) we will act as outlined in the Engagement Terms with reasonable care and skill. However, we will not be responsible for any losses, penalties, surcharges, interest or additional tax liabilities where you or others supply incorrect or incomplete Information, or fail to supply any appropriate information or where you fail to act on our advice or respond promptly to communications from us or the tax authorities;

(b) our work is not to be made available to third parties without our written permission and we accept no responsibility to third parties for any aspect of our professional services or work that is made available to them;

(c) we shall not be liable for:

loss of business; or

loss of profits; or

depletion of goodwill and/or similar losses; or

loss of anticipated savings; or

loss of goods; or

loss of contract; or

loss of use; or

loss of corruption of data or information or loss incurred as a result of any communication being misdirected or intercepted by third parties;

any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; or

loss for which another party would be liable if you had brought proceedings or made a claim against them or we had brought proceedings or made a claim against them as permitted by relevant legislation.

(d) our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Engagement Terms shall be limited to the price paid for the Services for any claim or claims arising out of the same act or omission; a series of related acts or omissions; the same act or omission in a series of related matters or transactions or similar acts or omissions in a series of related matters or transactions.

PROVIDED always that nothing in these terms shall exclude or restrict liability for fraud, dishonesty or reckless disregard of our professional obligations or for death or personal injury caused by our negligence or other liabilities that cannot lawfully be limited or excluded.

**20.2** You agree to hold harmless and indemnify us, our directors and staff, against any misrepresentation (intentional or unintentional) supplied to us orally or in writing in connection with the provision of the Services. You have agreed that you will not bring any claim in connection with services we provide to you against any of our employees personally.

## **21. Insurance**

**21.1** We hold professional indemnity insurance in the best interests of you. Details of our insurer are as follows:

Hiscox Direct  
Hiscox House, Sheepen Place  
Middleborough  
Colchester  
CO3 3XL

**21.2** Full details of our insurance policy can be found at our registered office.

**21.3** Our liability to you, arising out of the Services provided by us to you, shall be limited to £250,000 for any one claim. We provide worldwide coverage, however our policy does not cover any claim made or brought:

(a) In the United States of America or Canada or territories under their jurisdiction;

(b) Under or in consequence of any judgment or order in or under the laws of the United States of America or Canada or territories under their jurisdiction.

**21.4** 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.

## **22 Distance selling**

**22.1** In the event that we do not meet with you, the Consumer Protection (Distance Selling) Regulations 2000 will apply to this agreement. This means you have the right to cancel your instructions to us within seven working days of receiving this letter. You can cancel your instructions by contacting us by post or by fax to our office or by sending an email to [info@123contracting.co.uk](mailto:info@123contracting.co.uk)

**22.2** Once we have started to act on your behalf, you may be charged if you then cancel your instructions. We will start acting on your behalf when we receive payment from you, details of your accounts from a previous accountant or any requests from you to process information relating to you or your business or a signed copy of this letter from you.

## **23 Use of technology**

We continually update our systems processes and technology to ensure that we provide you with the best service in the most efficient manner. This may include using the internet, mobile telephone technology or other devices to provide you with information relating to the Services we are instructed to provide to you. You agree to your information and information relating to your company being used by us to communicate with you using the various technologies available from time to time. This includes posting your financial information on the internet. We will take all reasonable precautions to ensure that your information is password protected and both parties agree to take reasonable precautions to ensure that your passwords and login details are not shared with unauthorised third parties.

**24 Lien**

Insofar as we are permitted to do so by law or professional guidelines, we reserve the right to exercise a lien over all, documents and records in our possession relating to all engagements for you until all outstanding fees and disbursements are paid in full.

**25 Acceptance**

Your continuing instructions will amount to acceptance of these agreement and we hope that the information set out in this document, together with our terms of business are of assistance to you.

# Privacy Policy

## Using our website

The information that we collect about you will depend on the functions that you use within 123 Contracting. We will not collect any information that identifies you as an individual unless you knowingly provide it to us. Any personal information you supply will be used only in accordance with this privacy statement. If you browse on the Site, read or download information, our system will record the date and time of your visit and the pages viewed and information downloaded.

## Cookies

A cookie is a small data file placed on your computer by the 123 Contracting server. The cookie contains a single, unique string that lasts for the duration of the visit to our site. This cookie enables the web site to 'remember' you as you use the various sections of this site. The cookie is automatically deleted when you leave this site. We use cookies to run Active Server Pages (ASP) session variables. The cookie installed on your computer will not contain personal information about you.

Any personal data you submit will be stored for the duration of your visit to the site, unless you knowingly request we store this information longer. It is recommended that you turn off any cookie warnings in your browser before using this Site, otherwise you may not be able to use the full functionality of this Site.

## How we use & disclose information

This Notice outlines the data protection policies and procedures we have adopted and to which we abide to ensure we are GDPR compliant. The purpose of this Notice and any other documents referred to in it, is to clearly list and identify the legal requirements, procedures and rights which must be established when we obtain, process, transfer and/or store your personal data. This Notice will assist you in understanding the obligations, responsibilities and rights which arise from the Data Protection Laws.

## Introduction

Everyone has rights with regard to the way in which their personal data is handled. In order to operate efficiently we need to collate and use information about the people with whom we work. This includes current, past and prospective employees, clients, and others with whom we communicate

We regard the lawful and correct treatment of personal information as integral to successful operation and to maintaining the confidence of the people we work and communicate with. To this end we fully endorse and adhere to the principles of the relevant Laws.

We are registered as a Data Controller on the Register kept by the Information Commissioner's Office.

## Definitions in this Privacy Notice

**Data:** Information stored electronically, on a computer, server or in certain paper-based filing systems.

**Data Controller:** 123 Contracting part of C M J Accountancy Ltd has determined the purposes for which, and the manner in which, your Personal Data is processed. The Data Controller has overall responsibility for compliance with the Data Protection Laws. Any questions about the operation of this Notice or any concerns that the Notice has not been followed should be referred in the first instance to Christopher Joynes, 18 East Grinstead Road, Lingfield, Surrey, RH7 6EP.

**Privacy Manager:** Christopher Joynes is the appointed officer who is responsible for awareness-raising, training staff and informing and advising the Data Controller, Data Processors and Data Users how to ensure compliance with the enactments, and to monitor that compliance. Christopher Joynes can be contacted at 18 East Grinstead Road, Lingfield, Surrey, RH7 6EP.

**Data Processor:** Any person or organisation that is not a Data User that processes personal data on our behalf and in accordance with our specific instructions. Our staff will be excluded from this definition but, the definition could include suppliers who handle personal data on our behalf.

**Data Subjects:** All living individuals about whom we hold Personal Data. All Data Subjects have legal rights concerning the processing and storage of their personal information.

**Data users:** Our employees whose work involves processing your Personal Data. Data users are responsible for the proper use of the data they process and must protect the data they handle in accordance with this Notice.

**The Enactments:** The Data Protection Act 1998 (the Act) up to and until 25 May 2018 after which The General Data Protection Regulations 2017 (GDPR) will apply, both of which regulate the way in which all Personal Data is held and processed.

**Personal Data:** Information which can be used to directly or indirectly identify a living individual.

**Processing:** Any activity in which the data is used, including (but not limited to) obtaining, recording, organising, amending, retrieving, using, disclosing, erasing, destroying and/or holding the data. The term "processing" also includes transferring personal data to third parties.

**Supervisory Authority:** The Authorised Body which is empowered to govern and manage how the GDPR is implemented and abided by in a particular EU state. In the case of the UK the Supervisory Authority is the: Information Commissioner's Office.

**Sensitive Personal Data:** This includes information about a person's race, ethnicity, political opinions, convictions, religion, trade union membership, physical and/or mental health, and sexual preference. Sensitive personal data can only be processed with the express written consent of the person concerned.

## **Notice Statement**

In accordance with the GDPR anyone processing Personal Data must comply with the six principles of good practice. These provide that Personal Data must:

1. be processed fairly, lawfully and transparently;
2. only be used for the purpose for which it was collected;
3. be adequate, relevant and not excessive for the purpose for which it is being processed;
4. be accurate and kept up-to-date;
5. not be kept longer than necessary to fulfil the purpose of its collection; and

6. be kept secure and protected from unauthorised processing, loss, damage or destruction (which includes the data not being transferred to a country or territory outside the European Economic Area unless the Personal Data is adequately protected and/or consent of the Data Subject has been provided).

## **1. Fair, Lawful and Transparent Processing**

For Personal Data to be processed lawfully, the basis for the processing must be one of the legal grounds set out in the Enactments. These include, among other things, your written consent to the processing, or that the processing is necessary for the performance of our accounting contract with you.

In the event we collect Personal Data directly from you, this Notice should assist in informing you about:

- 1.1** The purpose or purposes for which we intend to process your Personal Data.
- 1.2** The types of third parties, if any, with which we may share or disclose your Personal Data.
- 1.3** The means with which you can limit our processing and disclosure of your Personal Data.

If we receive Personal Data about you from other sources, we will provide you with this information as soon as possible thereafter.

When sensitive personal data is being processed, additional conditions and securities must be in place to ensure protection.

## **2. Processing for Limited Purposes**

In the course of our business, we shall process the Personal Data we receive directly from you (for example, by you completing forms, sending us papers or from you corresponding with us by mail, phone, email or otherwise) and your Personal Data which we receive from any other source.

We shall only process your Personal Data to fulfil and/or enable us to satisfy the terms of our obligations and responsibilities in our role as your Accountant or for any other specific purposes permitted by the Enactments. Should we deem it necessary to process your Personal Data for purposes outside and/or beyond the reasons for which it was originally collected, we will contact you first, to inform you of those purposes and our intent and may also apply for your consent.

## **3. Adequate, Relevant Non-Excessive Processing**

We will only collect and process your Personal Data as required to fulfil the specific purpose/s of our contract and agreements with you.

## **4. Accurate and up to date data**

We shall ensure that all Personal Data held is accurate and up to date and will check the accuracy of any Personal Data at the point of collection and at regular intervals afterwards. If you become aware that any of your Personal Data is inaccurate, you are entitled to contact us and request that your Personal Data is amended. We will take all reasonable steps to destroy or amend inaccurate or out-of-date data.

## **5. The Timely Processing of the Data**

We will not keep Personal Data longer than is necessary for the purpose or purposes for which it was collected. Once Personal Data is no longer required, we will take all reasonable steps to destroy and erase it.

## **6. Keeping Your Personal Data Secure**

Our employees and contracted personnel are bound to our privacy policies, procedures and technologies which maintain the security of all your Personal Data from the point of collection to the point of destruction.

We maintain data security by protecting the confidentiality, integrity and availability of your Personal Data, and when we do so we abide by the following definitions:

**6.1 Confidentiality:** We ensure that the only people authorised to use your personal data can access it.

**6.2 Integrity:** We will make certain that your Personal Data is accurate and suitable for the purpose for which it is processed.

**6.3 Availability:** We have established procedures which mean only our authorised Data Users should be able to access your Personal Data if they need it for authorised purposes.

We also maintain security procedures which include, but are not limited to:

**6.4** Secure lockable desks and cupboards. Desks and cupboards shall be kept locked if they hold your personal data.

**6.5** Methods of disposal. Paper documents containing Personal Data are shredded and digital storage devices shall be physically destroyed when they are no longer required.

**6.6** Data Users shall be appropriately trained and supervised in accordance with this Notice which include requirements that computer monitors do not show confidential information to passers-by and that Data Users log off from or lock their PC/electronic device when it is left unattended.

**6.7** Our computers have appropriate password security, boundary firewalls and effective anti-malware defences. We routinely back-up electronic information to assist in restoring information in the event of disaster and our software is kept up-to-date with the latest security patches.

**6.8** One or all of the following measures shall be applied to the personal data held; separating the personal data and/or the encoding of the data

**6.9** Our Privacy Manager or Christopher Joynes will ensure that this Notice is kept updated in response to any amendments to the Law.

We shall take appropriate security measures against unlawful and/or unauthorised processing of personal data, and against the accidental loss of, or damage to, your Personal Data.

We shall only transfer your Personal Data to a Data Processor (a Data User outside our business) if the Processor agrees to comply with our procedures and policies, or if the Processor puts in place security measures to protect Personal Data, which we consider adequate and are in accordance with the Enactments.

## **Transferring the Personal Data out of the EEA**

We shall only transfer any Personal Data we hold to a country outside the European Economic Area ("EEA"), if one of the following conditions applies:

- The country to which your Personal Data shall be transferred ensures an adequate level of protection and can ensure your legal rights and freedoms.
- You have given your consent that your Personal Data is transferred.
- The transfer is necessary for one of the reasons set out in the Enactments, including the performance of a contract between you and us, or to protect your vital interests.
- The transfer is legally required on important public interest grounds or for the establishment, exercise or defence of legal claims.
- The transfer is authorised by the ICO and we have received evidence of adequate safeguards being in place regarding the protection of your privacy, your fundamental rights and freedoms, and which allow your rights to be exercised.

The Personal data we hold may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. Those Data Users may be engaged in, among other things, the fulfilment of contracts with you, such as the processing of payment details and/or the provision of support services.

### **How We Will Use Your Personal Data**

We will only collect and process your Personal Data to the extent that it is needed to fulfil our operational and contractual needs or to comply with any legal requirements.

We shall access and use your Personal Data in accordance with your instructions and as is reasonably necessary:

- to fulfill our contractual obligations and responsibilities to you;
- to provide, maintain and improve our accounting services;
- if we intend to use your personal data for the advertising and marketing of our services and/or the services of our affiliates. We shall seek your separate express consent and you are entitled to opt out of these services at any time; and
- to respond to your requests, queries and problems;
- to inform you about any changes to our services and related notices, such as security and fraud notices.

### **When We May Share Your Personal Data**

There are times when we may need to share your Personal Data. This section discusses how and when we might share your Data.

In the course of us fulfilling our role as your accountant it will be necessary for us to disclose your Personal Data in certain situations:

- In our role as your accountant we may need to share your Personal Data with certain bodies to fulfill our contract with you such as your suppliers, contractors and sub-contractors, HMRC, ICB and other governmental, regulatory bodies.
- We use, Xero, Capsule CRM, DocuSign, SurveyMonkey and Ringcentral as our software providers to process electronic data, including personal data. These providers state that they are GDPR compliant and/or apply equivalent/adequate safeguards. Their privacy notices can be found on their websites.

- We use secure external servers to process/store our electronic records, including your Personal Data which are maintained by Google, Microsoft and Apple.
- There may also be situations in which it is necessary for us to disclose your Personal Data to other third parties.
- If we are under a duty to disclose or share your Personal Data in order to comply with any legal obligation, lawful requests, court orders and legal process.
- To enforce or apply any contract or other agreement with you.
- To protect our rights, property, or safety and that of our employees, members, or others, in the course of investigating and preventing money laundering and fraud.

### **Your Rights and Requests Concerning Your Personal Data**

We will process and manage all your Personal Data in line with your rights; in particular your rights to:

- request access to any data we hold about you;
- prevent the processing of your Personal Data for direct-marketing purposes, if so instructed;
- ask to have inaccurate Personal Data amended;
- be forgotten, and have all relevant Personal Data erased (subject to our overriding legal obligations);
- prevent processing which is likely to cause damage or distress to you or anyone else;
- request certain restrictions on the processing of your Personal Data;
- receive a copy of your Personal Data and/or request a transfer of your Personal Data to another Data Controller;
- not be subject to automated decision making;
- be notified of a data security breach which affects your rights and freedoms, without undue delay;
- if you have provided your express consent that your Personal Data may be processed for marketing and advertising purposes, you are entitled to withdraw that consent. Such a withdrawal will not affect any processing of the data completed before consent was withdrawn; and
- to make certain requests to us concerning how your Personal Data is managed.

### **Access and portability requests**

You are entitled to request access to your Personal Data unless providing a copy would adversely affect the rights and freedoms of others.

You can also request information about the different categories and purposes of data processing; recipients or categories of recipients who receive your Personal Data, details on how long your Personal Data is stored for, information on your Personal Data's source and whether the Data Controller uses automated decision-making.

You also have "Data Portability" rights which includes the right to request a copy of your Personal Data be sent to you or transmitted to another Data Controller.

### **Correction requests**

You are entitled to request we correct or complete your inaccurate or incomplete Personal Data without undue delay and we will update the information and erase or correct any inaccuracies as required.

## **Erasure requests**

You can exercise your "right to be forgotten" and can request we erase your Personal Data. Once receiving a request we must erase the Personal Data without delay, unless an exception applies that permits us to continue processing your data. Details of such exceptions are contained in the Enactments and include situations where we might need to retain the information to carry out our official duties and/or comply with legal obligations and/or for the establishment of exercising or defending legal claims, or it is in the public interest to retain your Personal Data.

## **Restriction requests**

You may request restrictions be applied to the processing of your Personal Data for some specific reasons such as you contest the accuracy of the data, the processing is unlawful or if we no longer need to process your Personal Data. You can also request restrictions be applied if the processing is being done for public interest or third party reasons.

If such a request is received we can continue to store your Personal Data, but may only process it under certain circumstances, such as: you give consent for us to continue processing your data, we need to establish, exercise, or defend legal claims or we need to protect the rights of another individual or legal entity or for important public interest reasons.

## **Objection requests**

You may also object to your Personal Data being processed under certain circumstances, including for direct marketing purposes and profiling related to direct marketing.

If we receive such an objection we will stop processing your Personal Data unless we can show a compelling legitimate ground for processing your Personal Data which overrides your interests and the basis of your request.

## **Your Telephone Queries and Requests**

When receiving telephone enquiries, in which Personal Data is requested we will only verbally disclose Personal Data held on our systems if we can confirm the caller's identity so as to ensure that the data is only given to a person who is entitled to receive it.

We may suggest that a caller put their request in writing to assist in establishing the caller's identity, and to enable us to clearly record the nature of the request and to assist in further identity checks.

If we have reasonable doubts about the identity of the person making the request, we may request additional information to confirm the caller's identity.

In difficult situations our Data Users may refer a request to their line manager for assistance.

## **Your Written Queries and Requests**

When responding to written requests Personal Data will only be disclosed if we can confirm the identity of the sender and/or sufficient supporting evidence is provided by the sender establishing their identity.

## **Responding to Your Requests**

Upon receiving a request from you concerning your Personal Data, we will respond within one month of receiving the request by email (unless you request a response in an alternative format).

If we are unable to immediately comply with your request we will inform you within our response stating whether we need to extend our response time (for up to a maximum of two months), along with an explanation for the delay.

If we do not take any action within one month after receiving your request, you are entitled to request an explanation from us as to why no action was taken and you may make a complaint to the ICO: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF (Tel: 0303 123 1113) (email. [casework@ico.org.uk](mailto:casework@ico.org.uk))

When responding to Personal Data requests we will provide the information upon your payment of an administrative fixed fee of £10. Once the GDPR comes into force, we will not be entitled to charge for the provision of your personal data, unless the requests are manifestly unfounded or excessive, particularly if it is repetitive in which case we may refuse to act on the request, or apply further fees to cover the associated administrative costs.

### **Your Complaints**

If you feel that your questions or concerns regarding your Personal Data have not been dealt with adequately or that your request has not been fulfilled by us, you can use our complaints procedure, by emailing us at [info@123contracting.co.uk](mailto:info@123contracting.co.uk)

If, at the conclusion of our complaints procedure you do not feel that we have adequately dealt with your complaint you may make a complaint directly to ICO: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF (Tel: 0303 123 1113) (email. [casework@ico.org.uk](mailto:casework@ico.org.uk)).

### **Changes to our Data Protection Policy**

We keep our privacy policy under regular review and reserve the right to amend and update the policy as required. Where appropriate, we will notify you of those changes by mail, email and/or by placing an updated version of the policy on our website.