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## TERMS & CONDITIONS

These Terms & Conditions apply to all Tax Returns for 2005-06 and all Tax Returns for earlier years where Landlords Tax Services Ltd is appointed after 30th June 2005.

We undertake to prepare the Income Tax Returns of landlords (both UK resident and overseas resident - also known as **non-resident**) from the information supplied by the lettings agent, the lender and from the client himself/herself. We rely upon the information being provided to us being complete, accurate and timely in its submission. We cannot be held responsible for the consequences of inaccurate, incomplete or late submission of data to us. We reserve the right to charge an additional fee where the information supplied is incomplete, inaccurate or late.

In accepting these Terms & Conditions you also accept our fee scale appropriate to your country of residence, available on our Web site.

All our fees are payable in advance. The first fee is payable by the letting agent out of the next available rent or, if the landlord is paying the fee direct then immediately on demand. For subsequent years the fee is payable by 31st March preceding the end of the tax year for which a tax return is required.

You should be aware that in common with all accountancy practices, we are required by the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2003 to:

- maintain identification procedures for all new clients,
- maintain records of identification evidence,
- report in accordance with the relevant legislation and regulations to the National Criminal Intelligence Service any suspicion that a person is in possession of the proceeds of crime.

## RETENTION OF AND ACCESS TO RECORDS

During the course of our work we will collect information from you and others acting on your behalf and will return any original documents to you. You should retain these records for at least seven years from the end of the accounting year to which they relate.

Whilst certain documents may legally belong to you, we intend to destroy correspondence and other papers that we store which are more than seven 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.

## APPLICABLE LAW

If you instruct us, our engagement is 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 this engagement letter and any matter arising from it. 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.

## INTERNET COMMUNICATION

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.

It is the responsibility of the recipient to carry out a virus check on any attachments received.

## **PRIVACY POLICY AND THE DATA PROTECTION ACT 1998**

Landlords Tax Services Ltd will collect personal information about its clients from

- Its clients
- Their agents
- Other authorised parties

It will use this information solely for the purposes of

- Satisfying its obligations arising under the Proceeds of crime Act 2002 and The Money Laundering Regulations 2003 (as modified from time to time)
- The preparation of the accounts of its clients
- The completion of its clients UK tax returns

Landlords Tax Services Ltd will only divulge this information to

- the client to whom it relates
- the lettings agent
- employees and agents of Landlords Tax Services Ltd
- the Her Majesty's Revenue and Customs and other UK government bodies
- other parties where required to do so by order of the Court

and in instructing Landlords Tax Services you consent to it so doing.

Furthermore we may obtain, use, process and disclose personal data about for other related purposes including updating and enhancing client records, analysis for management purposes and statutory returns, crime prevention and legal and regulatory compliance. You have a right of access, under data protection legislation, to the personal data that we hold about you. We confirm that when processing data on your behalf we will comply with the provisions of the Data Protection Act 1998. For the purposes of the Data Protection Act 1998, the Data Controller in relation to personal data supplied about you is Maurice Patry.

## **HELP US TO GIVE YOU THE RIGHT SERVICE**

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 Maurice Patry, our managing director.

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.

## **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

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.

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.

## **LIMITATION OF LIABILITY**

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.

You agree to hold harmless and indemnify us against any representation, whether intentional or unintentional, supplied to me 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 us against any of our employees or directors on a personal basis.

## TERMINATION

We reserve the right to terminate this or any appointment at any time without providing a reason. In the event of termination you agree that we shall not be liable for all or any loss whether consequential or otherwise.

In the event of termination of our appointment all fees due to the point of termination shall remain payable.

We reserve the right to change our Terms & Conditions without notice. 