

TERMS OF BUSINESS AND PRIVACY NOTICE

Last updated 25 May 2018

This document sets out our terms of business followed by our privacy notice at annex 1 as relates to how we process personal data that you provide to us

ENGAGEMENT TERMS

1.0 Engagement terms

1.1 All engagements that we accept will be in accordance with the engagement letter, Service Description(s) and these terms of business, or any subsequent variations. All these documents should be read together. "We" / "Firm" refer to Approachable Accountants and "you" refers to its clients.

2.0 Your responsibilities

2.1 You will, at all times, retain full responsibility for the management of your business or personal tax affairs, including taking decisions about whether to follow any advice given by us. You will provide us with complete, accurate and timely information relevant to the services we will provide.

3.0 Our professional obligations

3.1 We will observe and act in accordance with the bye-laws, regulations and ethical guidelines of the Institute of Chartered Accountants in England and Wales (ICAEW) and the Chartered Institute of Tax (CIOT) and accept instructions on this basis. In particular you give us the authority to correct errors made by HMRC where we become aware of them. We will not be liable for any loss, damage or cost arising from our compliance with statutory or regulatory obligations.

3.2 You can see the ICAEW's requirements at www.icaew.com/membershandbook.

3.3 You can see the CIOT's requirements at www.tax.org.uk/Standards

4.0 Conflicts of interest and independence

4.1 We will inform you if we become aware of any conflict of interest in our relationship with you or in our relationships with you and another client.

4.2 If we can adopt safeguards to protect your interests where a conflict exists, we will do so; where possible, with your informed consent. We reserve the right to act for other clients whose interests may be different or adverse to yours subject of course to strict confidentiality.

4.3 Where conflicts are identified which we cannot manage in a way that protects your interests then we regret that we will be unable to provide further services. We would raise this with you and ensure that any transition was as smooth as possible.

5.0 Confidentiality and privacy

5.1 Communication between us is confidential and we shall take all reasonable steps to keep confidential your information except where we are required to disclose it by law, by regulatory bodies, by our insurers or as part of an external peer review. Unless we are authorised by you to disclose information on your behalf this undertaking will apply during and after this engagement.

- 5.2 We may provide details to our professional body such as to facilitate a review under their practice assurance scheme, or so that they can help lobby on our behalf or on yours, for example, on issues with HMRC systems.
- 5.3 In line with professional guidance, an alternate will have access to your contact details to help ensure continuity of service in the event of serious business interruption such as incapacity or death. The alternate is bound by professional rules and guidance on confidentiality.
- 5.4 We reserve the right, for promotional activity, training or for other business purpose, to mention that you are a client. We reserve the right to quote your comments in testimonials and to attribute them to you by name and organisation unless you specifically ask us not to. We will not disclose any confidential information.
- 5.5 We will not disclose your details to any third party except for as in section 6. We will ask for no more information than we need to understand your situation as it affects your tax affairs, and we will keep information only as long as HMRC require, which is usually six years after the end of the tax year or three years for payroll. When we engage with you, it will be for a specific period and at the end of an engagement we write to you and will destroy your data in our next annual review.
- 5.6 Should we receive information about an ex-client, such as from HMRC, we will not be able to advise you as we will not keep your contact details but we will destroy the information.
- 5.7 Please keep out details for future reference should you need them as we may not keep your records for longer than the annual review following our disengagement or HMRC's limits of three or six years otherwise after our last advice or work for you.

6.0 Subcontracting and reliance on third parties

- 6.1 We may subcontract work to others or rely on third parties, in which case we:
- Perform a due diligence process to ensure that our partners meet high professional standards and that their abilities are commensurate with the work that we entrust to them
 - Have a written agreement to ensure that responsibilities are clear and that client confidentiality is respected
 - Require all subcontractors to meet strong standards in terms of storage and use of client data in line with our responsibilities under the Data Protection Act
 - Review subcontractor performance regularly to ensure a high quality client service.
- 6.2 The key areas where we may subcontract are:
- Software suppliers for our practice management, accounting, tax, and payroll software
 - Where specialist skills are required, such as on VAT or capital allowances
 - To complement our skills, where it is practical and cost effective to do so. For example, we have one or two bookkeepers who we tend to use should clients require this type of help.

7.0 Data Protection

- 7.1 In this clause [7], the following definitions shall apply:

'client personal data' means any personal data provided to us by you, or on your behalf, for us to providing you with our services, pursuant to our engagement letter;

'data protection legislation' means all applicable privacy and data protection legislation and regulations including PECR, the GDPR and any applicable national laws, regulations and secondary legislation in the UK relating to the processing of personal data and the privacy of electronic communications, as amended, replaced or updated from time to time;

'controller', 'data subject', 'personal data', and 'process' shall have the meanings given to them in the data protection legislation;

'GDPR' means the General Data Protection Regulation ((EU) 2016/679); and

'PECR' means the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003).

7.2 We shall each be considered an independent data controller in relation to client (including your own) personal data. Each of us will comply with all requirements and obligations applicable to us under the data protection legislation in respect of the client personal data.

7.3 You shall only disclose client (including your) personal data to us where:

- (i) you have provided information as required to the relevant data subjects regarding its use (you may refer to our privacy notice available at the end of these terms for this);
- (ii) it is lawful, e.g. with the relevant data subject's consent; and
- (iii) you have complied with data protection legislation requirements.

7.4 In relation to clause 7.3, you/your firm may wish to seek an indemnity from any third parties whose data you supply to us.

7.5 Should you require any further details regarding our treatment of personal data, please contact our Managing Director.

8.0 Client identification, Proceeds of Crime Act 2002 and Money Laundering Regulations 2007

8.1 In common with all accountancy and legal practices, the firm is required by the Proceeds of Crime Act 2002 (POCA) and the Money Laundering Regulations 2007 to:

- have due diligence procedures for the identification of all clients;
- maintain appropriate records of evidence to support customer due diligence; and
- report in accordance with the legislation and regulations.

8.2 To fulfil our client identification responsibility, we may request from you, and retain, such information and documentation as we require and/or make searches of appropriate databases.

8.3 We must report to the National Crime Agency (NCA) if we know or suspect that you or anyone connected with your business is or has been involved in money laundering. Money laundering is widely defined in the POCA and includes such crimes as deliberate tax evasion, deliberate failure to inform the tax authorities of known underpayments or excessive repayments, fraudulent claims of benefits or grants or obtaining a contract through bribery.

8.4 We must make such a report to NCA without your knowledge or consent. We would not discuss such a report with you, as in doing so we may be guilty of the criminal offence of tipping off.

9.0 Investment advice

9.1 Investment business is regulated under the Financial Services and Markets Act 2000. If during our provision of services to you, you need advice on investments, we may have to refer you to someone who is authorised by the Financial Services Authority or licensed by a Designated Professional Body, as we are not.

10.0 Electronic and other communication

- 10.1 Unless you instruct us otherwise we may, where appropriate, communicate with you and with third parties via email or by other electronic means including issuing electronic forms such as P60s. The recipient is responsible for virus checking emails and any attachments.
- 10.2 Please let us know if you would like to use a secure portal rather than email for all your documents or just for payslips.
- 10.3 With electronic communication there is a risk of non-receipt, delayed receipt, inadvertent misdirection or interception by third parties. We use software to reduce the risk of viruses and similar damaging items being transmitted through emails or electronic storage devices. However electronic communication is not totally secure and we cannot be held responsible for damage or loss caused by viruses nor for communications corrupted or altered after despatch. We cannot accept any liability for problems or accidental errors relating to this means of communication especially in relation to commercially sensitive material. These are risks you must bear in return for greater efficiency and lower costs. If you do not wish to accept these risks please tell us and we will communicate by paper mail, except where electronic submission is mandatory.
- 10.4 Any communication by us with you sent through the postal system is deemed to arrive at your postal address two working days after the day that the document was sent.

11.0 Reliance on advice

- 11.1 We will endeavour to record all advice on important matters in writing. Advice given orally is not intended to be relied upon unless confirmed in writing. Therefore, if you wish to rely on oral advice (e.g. from a meeting or telephone conversation), you must ask us to confirm the advice in writing.

12.0 Advisory services

- 12.1 We would be pleased to discuss other services where we may be able to help you. These include advice on:
- (a) tax including ad hoc advice or planning;
 - (b) financial systems and controls and corporate governance;
 - (c) financial control weaknesses – risks, identification, investigation and rectification;
 - (d) business strategy and planning and profitability improvement;
 - (e) managing organisational change; or
 - (f) investigations and reports for special purposes, e.g. business acquisitions, funding applications, investment appraisal or examination of specific aspects of your business;

13.0 Tax compliance work and tax return filing positions

- 13.1 Tax compliance work is limited to advising on compliance, rather than on tax efficiency. Where it comes to our attention that a more efficient option might be available we will tell you. For compliance only clients, advisory work on tax efficiency will usually be subject to a separate engagement letter and a separate fee.
- 13.2 As well as having a duty to you, we have a duty to the tax system. Our duty to you includes to assist you to pay no more tax than is legally owed.
- 13.3 A self-assessment tax return remains primarily the taxpayer's representation of the facts, and you have final responsibility for positions taken on the return.

- 13.4 In accordance with the professional standards issued by the CIOT, we will only recommend a tax return filing position where we are satisfied that it has a realistic possibility of being sustained on its merits if challenged by the relevant tax authority.
- 13.5 Should we recommend a tax return filing position that we believe is tenable (i.e. that may be advanced in good faith and is supported by reasoned technical argument) we will advise you as to the appropriate disclosure and associated risks.
- 13.6 When advising on a filing position we will advise you on potential penalty consequences when relevant, and on the opportunity, if any, to reduce the risk of such penalties through disclosure.
- 13.7 When recommending a filing position, we have both the right and responsibility to be your advocate with respect to that position.
- 13.8 The preparation and filing of VAT returns involves only basic compliance checks to ensure that the returns are correctly compiled from your records. In some cases VAT advisory work may also be needed to confirm the correct VAT treatment or options; this work would be separately distinguished in our engagement letter.
- 14.0 Tax Advice, Planning, Avoidance and Evasion
- 14.1 We provide tax advice to help ensure that you pay no more tax than you need to. Taxpayers are entitled to enter into transactions and to structure their affairs or to interpret legislation in ways that HMRC may disagree with.
- 14.2 In providing tax advice we promote legitimate tax planning that we consider to be reasonable taking account of all of the circumstances, and promote “pro purposive” planning, that is planning in line with the intention of relevant legislation, so far as we can reasonable determine. We do not promote aggressive tax planning or the deliberate exploitation of loopholes for purposes which we do not believe were intended by the legislation.
- 14.3 HMRC regards tax planning as using reliefs for the purpose, extent and parties for which they were intended by Parliament. Where it is difficult to determine the intention of parliament, we will use our best judgement in providing advice and will highlight risks that a treatment may be interpreted differently such as by HMRC.
- 14.4 HMRC regards tax avoidance as bending the rules of the tax system to gain a tax advantage that was never intended and which often involves contrived arrangements, and is without the spirit of the law. HMRC has set out typical characteristics of tax avoidance including:
- If it sounds too good to be true, it probably is
 - Tax results out of proportion to commercial or economic risk or reality
 - Overcomplicated or artificial steps.
- 14.5 Tax evasion is the illegal non-payment or underpayment of tax due. We are obliged to report this in line with our responsibilities under the
- 15.0 Commissions or other benefits
- 15.1 We sometimes use third party services to help clients, such as for accounting software or specialist work such as VAT or IR35 contract reviews. We never seek to profit from these arrangements but we do accept standard terms which sometimes involve commission.
- 15.2 We aim to recommend software based on a client’s needs and not on the basis of commission that we may receive. We do not manage our business according to commission receipts. We cannot be aware of all the options such as for software and although we review the market, it changes regularly.

- 15.3 Suppliers of accountancy software often offer a discount to accountants compared to the price that they quote to the public. We will only disclose specific discounts in response to a specific request. This is a matter of practicality because discount rates change from time to time and differ between suppliers and because we sometimes we pay different prices to suppliers for the same product bought at different times or because we take advantage of special offers and similarly, sometimes we invoice clients at different rates (such as to pass on some of our discount) or include software as part of a bundled offering.
- 15.4 In invoicing you for a service provided to us by a third party, we take account of the time and service that we supply in setting the inclusive fee, always aiming for the fee to fairly reflect our work in dealing with the matter or in maintaining the relationship with the third party.
- 15.5 If we receive a commission or other benefit other than as described in this section, such as for introductions to other professionals or for transactions that we arrange for you, we will notify you in writing of the amount, the terms and receipt of any such commissions or benefits. The fees you would otherwise pay will not be reduced by such amounts. You agree that we can retain the commission or other benefits in line with usual industry practice.
- 16.0 Fees
- 16.1 Our fees are determined by reference to:
- the estimated and actual time spent
 - the levels of skill, expertise, risk or responsibility involved
 - the nature and complexity of the client's business and the work to be performed; and
 - the priority and importance of the work to the client
 - the software provided and the cost to us or supplier's usual rate at the time we supply the software.
- 16.2 If we provide you with an estimate of our fees for any specific work, then the estimate will not be contractually binding unless we explicitly state that that will be the case.
- 16.3 Our fee estimates assume that we receive good quality data in good time and that you respond promptly to any queries we should have. It can take a lot of extra time to work with data that is of poor quality or when queries are not answered promptly. Where we issue a fixed fee estimate but data is of poor quality or queries are not answered promptly, we reserve the right charge in line with extra time taken at our usual rates. We will usually seek to agree any such charge in advance in writing before completing the work.
- 16.4 Where we have not been able to work within a fee estimate such as because of an unusually heavy workload in the first year, year on year growth in the business or record keeping issues, we reserve the right for our fee estimates to seek to recover fee write-offs that we have suffered from previous engagements, which is common practice for many accountants. We apply this policy to help keep our fees reasonably consistent from one year to the next.
- 16.5 We strive to maintain client service at all times including during our busiest period, which is between 1 October and 31 January each year. To help us maintain service levels we may specify a delivery date for information that we need from you. Where this is the case and information is delivered late for work to be completed by 31 January we reserve the right to add a late delivery charge to your bill at the rate to be agreed between us.
- 16.6 We will bill our fees as work progresses and our invoices will be due for payment when issued. Our fees are exclusive of VAT, which will be added where it is chargeable. Our rates are £150 / £80 / £60 for director / manager / assistant manager respectively. We charge disbursements such as cost of mileage, postage or Companies House fees at cost. Our fees for work involving third party specialists comprise the cost to us plus our time in liaising on your behalf, providing information and carrying

out our own quality control reviews. We do not charge our travel time but charge mileage at HMRC approved rates.

16.7 Clients may opt to pay our estimated fee by standing order through twelve equal monthly instalments instead of being invoiced as work proceeds. In this case our work will commence only following receipt of the third instalment. Should additional fees or costs be incurred a separate invoice will be raised which will be payable separately on receipt.

16.8 We invoice for software costs 6-monthly in advance until you no longer need it and we have finished the work for the least year end, after which we reimburse any unused months. We invoice payroll costs annually in arrears. We take supplier commission at their usual rates which tend to vary between 5% and 20%.

16.9 If we need to do work outside the responsibilities outlined in our engagement letter, we will advise you in advance. Unless otherwise agreed to the contrary our fees do not include the costs of any third party, counsel or other professional fees.

16.10 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 is unduly delayed.

16.11 If you do not accept that an invoiced fee is fair and reasonable you must notify us within 21 days of receipt, failing which you will be deemed to have accepted that payment is due.

16.12 If a client company, trust or other entity is unable or unwilling to settle our fees we reserve the right to seek payment from the individual (or parent company) giving us instructions on behalf of the client and you agree that we shall be entitled to enforce any sums due against the Group Company or individual nominated to act for you.

16.13 Where fees are not received in accordance with the agreed payment terms, we reserve the right to suspend work, claim interest and take legal action to recover outstanding fees.

17.0 Internal disputes within a client

17.1 If our client is a business and we become aware of a dispute between parties who own or are involved in its ownership and management, we would not provide information or services to one party without the express knowledge and permission of all relevant parties. Unless otherwise agreed by all relevant parties we would continue to supply information to the registered office or normal place of business for the attention of the directors or proprietors. If conflicting advice, information or instructions are received from different directors or principals we will refer the matter back to the board or equivalent governing body and take no further action until that body has agreed the action to be taken.

18.0 Working papers and retention of papers for tax purposes

18.1 We retain copyright in all material provided to you or otherwise generated in the course of our engagement. You shall keep confidential any methodologies used by us in the engagement.

18.2 You have a legal responsibility to retain documents and records relevant to your tax affairs. During the course of our work we may collect information from you and others relevant to those affairs. We will return any original documents to you if requested. Documents and records relevant to your tax affairs are required by law to be retained for the following minimum periods, and for longer if HMRC enquire into your tax affairs:

- Personal and company tax – 6 years
- PAYE records – 3 years

18.3 Whilst certain documents may legally belong to you we may destroy correspondence and other papers that we store, electronically or otherwise in line with the earlier of HMRC requirements or

sooner if you disengage our services as above. You must tell us if you require the return or retention of any specific documents for a longer period.

19.0 Quality control

19.1 As part of our ongoing commitment to providing a quality service, an independent regulatory or quality control body will periodically review our files. These reviewers are experienced professionals and are bound by the same rules for confidentiality as our employees.

20.0 Help us give you the best service

20.1 We wish to provide a high quality of service at all times. If at any time you feel that our service to you could be improved please let us know by contacting us as soon as possible.

21.0 Dissatisfaction or complaints

21.1 We are committed to providing you with a high quality service that is both efficient and effective. However, sometimes things go wrong and you may not feel we have provided the service you expected. Should there be any concern or cause for complaint in relation to any aspect of our service, please let us know as soon as possible and we will do our best to put things right.

21.2 Should you feel you need to complain, please help us by contacting us as soon as possible (preferably within 15 days of an invoice, if the complaint is about a fee), and by summarising the problem and the resolution you expect. We will look into any complaint carefully and promptly and do everything we reasonably can to deal with it fairly and put it right.

21.3 If you are still not satisfied you can refer your complaint to our professional body, the ICAEW. Information about the complaints process can be found on the ICAEW website. Complaints may be addressed to psocomp@icaew.com or Assessment Section, ICAEW, Metropolitan House, 321 Avebury Boulevard, Milton Keynes, MK9 2FZ.

22.0 Lien

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

23.0 Limitation of liability

23.1 We will provide our services with reasonable care and skill. Our liability to you is limited to losses, damages, costs and expenses caused by our negligence or wilful default.

23.2 We will not be liable if such losses, penalties, surcharges, interest or additional tax liabilities are due to the acts or omissions of any other person or due to the provision to us of incomplete, misleading or false information or to a failure to act on our advice or to provide us with relevant information.

23.3 We will not be responsible or liable for any loss, damage or expense incurred or sustained if information material to the service we are providing is withheld or concealed from us or misrepresented to us. This applies equally to fraudulent acts, misrepresentation or wilful default on the part of any party to the transaction and their directors, officers, employees, agents or advisers.

23.4 This exclusion shall not apply where such misrepresentation, withholding or concealment is or should (in carrying out the procedures which we have agreed to perform with reasonable care and skill) have been evident to us without further enquiry.

23.5 We will not be liable to you for any delay or failure to perform our obligations under this engagement letter if the delay or failure is caused by circumstances outside our reasonable control.

23.6 Should you or any person for whom you are responsible disclose our advice or opinions, in writing or otherwise, without our express authority, which disclosure gives rise to any claim (including for negligence) against us or our agents, you agree to indemnify us (and our agents) in respect of that claim. This indemnity will extend to the cost of defending any such claim, including payment at our usual rates for the time that we spend in defending it.

23.7 You agree that the fair extent of our liability to you in respect of the professional services described within this engagement letter (the professional services) should be limited as set out in the engagement covering letter. In agreeing that figure with you, we have taken into account the size and nature of your business and the services that we will provide to you. By signing the engagement letter you agree that you have given proper consideration to this limit and accept that it is reasonable in all the circumstances. If you do not wish to accept it you should contact us to discuss it before signing the engagement letter.

23.8 You agree that you will not bring any claim against any of our employees on a personal basis, for any matter pursuant to your contractual relationship with the firm.

24.0 Limitation of Third Party rights and Contracts (Rights of Third Parties) Act 1999

24.1 The advice we give you is for your sole use and is confidential to you and will not constitute advice for any third party to whom you may communicate it. We will accept no responsibility to third parties for any aspect of our professional services or work that is made available to them.

24.2 Only someone who is a party to this agreement has the right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. This clause does not affect any right or remedy that exists independently of the Act.

25.0 Period of engagement and termination

25.1 Unless otherwise agreed in the engagement letter our work will begin when we receive your implicit or explicit acceptance of that letter and will be with regard to the period(s) stated in the engagement letter. Except as stated in that letter we will not be responsible for work in relation to earlier periods.

25.2 Each of us may terminate this agreement by giving 21 days notice in writing to the other except where you fail to cooperate with us or we have reason to believe that you have provided us or HMRC with misleading information, in which case we may terminate this agreement immediately. Termination will be without prejudice to any rights that may have accrued to either of us.

25.3 In the event of termination of this contract, we will endeavour to agree with you the arrangements for the completion of work in progress at that time, unless we are required for legal or regulatory reasons to cease work immediately. In that event, we shall not be required to carry out further work and shall not be responsible or liable for any consequences arising from termination.

26.0 Confirmation of your agreement of terms and your right to cancel

26.1 We request that you confirm your agreement to the engagement letter, the relevant Service Description and these terms of business by signing and returning a copy of the engagement letter.

26.2 If the engagement letter, Service Description and terms of business are not in accordance with your understanding of our terms of appointment, please let us know.

26.3 If you fail to return a signed copy of the engagement letter but proceed with any of the services offered, then this will be taken to indicate your agreement of all the terms therein and they will take immediate effect.

26.4 If you would like to cancel the engagement you have the right to do so by notifying us within seven days of your acceptance of these terms. We will not start work during the seven-day cancellation period unless you specifically agree to compensate us for any work done during that period, should you cancel the contract.

27.0 Disengagement

27.1 Should we resign or be requested to resign we will normally issue a disengagement letter to ensure that our respective responsibilities are clear. Should we have no contact with you for two years or more we may issue to your last known address a disengagement letter and hence cease to act.

28.0 Applicable law

28.1 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 engagement letter and terms of business and any matter arising from or under 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.

29.0 Interpretation

29.1 If any provision of this engagement letter or Service Description is held to be void, then that provision will be deemed not to form part of this contract. In the event of any conflict between these terms of business and the engagement letter or appendices, the relevant provision in the engagement letter or Service Description will take precedence.

30.0 The Provision of Services Regulations 2009

30.1 Our professional indemnity insurer is Bluefin Insurance Services Limited, registered office: 5 Old Broad Street, London, EC2N 1AD. The territorial coverage is worldwide excluding any action for a claim brought in any court in the United States or Canada.

Approachable Accountants Ltd

[Privacy notice follows]

ANNEX 1: PRIVACY NOTICE

Last updated 25 May 2018

A. PURPOSE OF THIS NOTICE

1. This notice describes how we collect and use personal data about you, in accordance with the General Data Protection Regulation (GDPR), the Data Protection Act [2018] and any other national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK ('Data Protection Legislation').
2. Please read the following carefully to understand our practices regarding your personal data and how we will treat it.

B. ABOUT US

3. Approachable Accountants is an accountancy and tax advisory firm registered in England and Wales as a limited liability company number 07130656, registered in England and Wales. Our registered office is Lund Farm, Easingwold, York, YO61 3PA.
4. For the purpose of the Data Protection Legislation and this notice, we are the 'data controller'. This means that we are responsible for deciding how we hold and use personal data about you. We are required under the Data Protection Legislation to notify you of the information in this privacy notice.
5. We have appointed a Data Protection Officer, who is our Data Protection Point of Contact and is responsible for assisting with this privacy notice or our treatment of your personal data, who you can contact us using the details on the footer of this page.

C. HOW WE MAY COLLECT YOUR PERSONAL DATA

6. We obtain personal data about you, for example, when:
 - you request a proposal from us in respect of our services
 - you OR your employer OR our clients engage us to provide our services and also as we provide those services
 - you contact us by email, telephone, etc or
 - from third parties and/or public resources (for example, from your employer or from Companies House)

D. THE KIND OF INFORMATION WE HOLD ABOUT YOU

7. The information we hold about you may include the following:
 - your personal details (such as your name and/or address)
 - details of contact we have had with you in relation to our services
 - our correspondence with you
 - Information we receive from other sources, such as is publicly available or from your employer OR our clients.

E. HOW WE USE YOUR PERSONAL DATA

8. We may process your personal data for purposes necessary for the performance of our contract with you OR your employer OR our clients and to comply with our legal obligations.
9. We may process your personal data as necessary for the performance of our contract with our clients. This may include processing your personal data where you are an employee, subcontractor, supplier or customer of our client.
10. We may process your personal data for the purposes of our own legitimate interests provided that those interests do not override any of your own interests, rights and freedoms which require the protection of personal data. This includes processing for marketing, business development, statistical and management purposes.
11. We may process your personal data for certain additional purposes with your consent, and in these limited circumstances where your consent is required for the processing of your personal data then you have the right to withdraw your consent to processing for such specific purposes.
12. Please note that we may process your personal data for more than one lawful basis depending on the specific purpose for which we are using your data.
13. Situations in which we will use your personal data

We may use your personal data in order to:

- carry out our obligations arising from any agreements entered into between you OR your employer OR our clients and us (usually for our services)
- carry out our obligations arising from any agreements entered into with our clients (usually for our services) where you may be a subcontractor, supplier or customer of our client
- provide you with information related to our services, events, or activities that you request or which we feel may interest you, provided you have consented to this contact
- seek your views on our services
- tell you about any changes to our services.

If we anonymise or pseudonymise the personal data so that it can no longer be associated with you, we may use it without further notice.

14. If you refuse to provide us with certain information when requested, we may not be able to perform the contract we have entered into with you. Alternatively, we may be unable to comply with our legal or regulatory obligations.
15. We may also process your personal data without your knowledge or consent, in accordance with this notice, where we are legally required or permitted to do so.

Data retention

16. We will only retain your personal data for as long as is necessary to fulfil the purposes for which it is collected.

17. When assessing what retention period is appropriate for your personal data, we take into consideration:

- the requirements of our business and the services provided
- statutory or legal obligations;
- the purposes for which we originally collected it
- the lawful grounds on which we based our processing;
- the types of data;
- the amount and categories of your data; and
- whether the purpose of the processing could reasonably be fulfilled by other means.

Change of purpose

18. Where we need to use your personal data for a reason other than why we collected it, we will only use it where the reason is compatible with the original purpose.

19. Should it be necessary to use your personal data for a new purpose, we will notify you and communicate the legal basis which allows us to do so before starting any new processing.

F. DATA SHARING

Why might you share my personal data with third parties?

20. We will share your personal data with third parties where we are required by law, where it is necessary to administer the relationship between us or where we have another legitimate interest in doing so.

Which third-party service providers process my personal data?

21. "Third parties" includes third-party service providers [and other entities within our group OR the members of our firm's network]. The following activities are carried out by third-party service providers: [IT [and cloud] services, professional advisory services, administration services, marketing services and banking services adapt as relevant].

22. All of our third-party service providers are required to take commercially reasonable and appropriate security measures to protect your personal data. We only permit our third-party service providers to process your personal data for specified purposes and in accordance with our instructions.

What about other third parties?

23. We may share your personal data with other third parties, for example in the context of the possible sale or restructuring of the business. We may also need to share your personal data with a regulator or to otherwise comply with the law.

G. TRANSFERRING PERSONAL DATA OUTSIDE THE EUROPEAN ECONOMIC AREA (EEA)

24. We will not transfer the personal data we collect about you outside of the EEA.

H. DATA SECURITY

25. We have put in place commercially reasonable and appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.
26. We have put in place procedures to deal with any suspected data security breach and will notify you and any applicable regulator of a suspected breach where we are legally required to do so.

I. RIGHTS OF ACCESS, CORRECTION, ERASURE, AND RESTRICTION

Your duty to inform us of changes

27. It is important that the personal data we hold about you is accurate and current. Should your personal information change, please notify us of any changes of which we need to be made aware by contacting us, using the contact details below.

Your rights in connection with personal data

28. Under certain circumstances, by law you have the right to:
- Request access to your personal data. This enables you to receive details of the personal data we hold about you and to check that we are processing it lawfully
 - Request correction of the personal data that we hold about you
 - Request erasure of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have exercised your right to object to processing (see below)
 - Object to processing of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this basis. You also have the right to object where we are processing your personal information for direct marketing purposes
 - Request the restriction of processing of your personal data. This enables you to ask us to suspend the processing of personal data about you, for example if you want us to establish its accuracy or the reason for processing it
 - Request the transfer of your personal data to you or another data controller if the processing is based on consent, carried out by automated means and this is technically feasible
29. If you want to exercise any of the above rights, please email our data protection point of contact as per below.
30. You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request for access is clearly unfounded or excessive. Alternatively, we may refuse to comply with the request in such circumstances.

31. We may need to request specific information from you to help us confirm your identity and ensure your right to access the information (or to exercise any of your other rights). This is another appropriate security measure to ensure that personal information is not disclosed to any person who has no right to receive it.

J. RIGHT TO WITHDRAW CONSENT

32. In the limited circumstances where you may have provided your consent to the collection, processing and transfer of your personal data for a specific purpose, you have the right to withdraw your consent for that specific processing at any time. To withdraw your consent, please contact us using the details on the footer of page 1.
33. Once we have received notification that you have withdrawn your consent, we will no longer process your personal information (personal data) for the purpose or purposes you originally agreed to, unless we have another legitimate basis for doing so in law.

K. CHANGES TO THIS NOTICE

34. Any changes we may make to our privacy notice in the future will be available on the “for clients” page of our website at <http://approachableaccountants.co.uk/for-clients/> under “useful documents”.

L. CONTACT US

35. If you have any questions regarding this notice or if you would like to speak to us about the manner in which we process your personal data, please email our Data Protection Point of Contact using the details on the footer of page 1. You can find more details on our website at www.approachableaccountants.co.uk.
36. You also have the right to make a complaint to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues, at any time. The ICO's contact details are as follows:

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

Telephone - 0303 123 1113 (local rate) or 01625 545 745

Website - <https://ico.org.uk/concerns>

Approachable Accountants