

Terms & Conditions

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General Terms and Conditions

1. Directors of limited companies are responsible for the maintaining of proper accounting records under the companies act, as well as preparing accounts and determining whether the company requires an audit. We shall provide guidance and assistance to help you meet these requirements
2. You are to keep copies (electronic is permitted) of all receipts, invoices (both sales and purchases), loan agreements, and any other documentation relating to the business. These must be retained for the timescales set in law.
3. We have agreed to prepare accounts and tax returns and submit them to Companies House (where applicable) and HMRC. All accounts and tax returns must be agreed by a suitable individual before being submitted to any third party.
4. You are to make available to us all records relating to the business, upon request, that will assist us in preparing the accounts, including information and explanations.
5. We as accountants are not responsible for detecting irregularities or fraud although we may draw areas of concern to your attention.

6. We will ensure all accounts comply with accounting standards that are applicable at the time and also the Companies Act 2006 if applicable.

7. You are to undertake business in a manner that complies with all laws and regulations and ensuring the activities of the business are conducted honestly.

8. We will ensure we use reasonable skill and care in the preparation of accounts and tax returns but we will not be responsible for errors that arise from incorrect information supplied by you.

9. We will advise you of the adequacy of your accounting records for the preparation of annual accounts and make recommendations for improvements where necessary.

We shall not be held responsible if, as a result of not taking our advice, you incur losses or penalties.

10. We will file documents to HMRC and/or Companies House and other third parties that are required/agreed using electronic means where possible. By using our services, you are in agreement with the electronic transfer of your data in this way.

11. We will deal with any amendments that are required to tax returns already submitted, including re-submitting the amended tax return to HMRC.

12. We require information from you in relation to completing your accounts and/or tax return in a timely manner. We expect to receive information from you within 3 months of the year end. Information received within 3 months of a filing deadline will not only be subject to late information charges from ourselves but we shall not be held responsible for any penalties or surcharges that may occur as a result of late submission. We will however do everything we can to try and ensure no late filing occurs.

13. In relation to VAT Returns we require information from you by the 15th of the month following the end of a VAT Return period. Any information received after the 21st of the month following will mean we will not be held responsible for any late filing penalties, interest or surcharges incurred. We will however do everything we can to try and ensure no late filing occurs.

14. In relation to Payroll and CIS we require your information in a timely manner. For CIS this is by the 12th of the month (i.e. 7 days after the end of the reporting period). For Payroll we require the information as soon as possible before the pay day. Information received after 12pm cannot be guaranteed to be processed that same day. If information is submitted after 12pm then we will not be held responsible for any penalties, interest, surcharges or losses. We will however do everything we can to try and ensure no late filing occurs.

15. You agree that we may approach such third parties as may be appropriate for information that we consider necessary to deal with your affairs.

16. We will endeavour to become your agent with HMRC by completing an authorisation process. Although this should mean HMRC provide us with copies of all communication, this is not always the case. Please ensure all communication received from HMRC is passed to us at the earliest convenience.

17. If you elect to not appoint us to deal with any particular service such as VAT, payroll or personal tax then we must stress that it will not necessarily be possible for us to advise in relation to these areas as we may not be in possession of all the facts/information that is required to give such advice. We will ensure we try and give the best possible advice given the information we have available to us but we cannot be held responsible for giving advice which later turns out was based on incorrect or unavailable information.

18. You should remember that a tax payer cannot opt out of his fiscal responsibilities and that any computations and tax returns prepared by us are so as agent to the tax payer. You still remain legally responsible for making correct returns and also on time as well as paying tax on time. Where we ask for information to enable us to complete a tax return and file on time and that information is not forthcoming or is delayed to outside the timescales stated in point 12 then we shall not be held responsible for any penalties, interest or surcharges.

19. We shall give guidance but not advice regarding Auto Enrolment pensions. There are numerous providers that are available and you should ensure that the provider you select meets your needs.

20. We shall make submissions to HMRC of Real Time Information (RTI) in respect of payroll and report to you any payments of PAYE that need to be made to HMRC.

21. It is your responsibility to ensure all new employees complete a new employee form at least consisting of the key data as outlined on the form to enable to run payroll correctly.

22. You should report to us instances whereby you make benefits available to employees such as the use of a company car, laptops and other assets so that the correct reporting can be followed.

23. All subcontractors engaged with the construction industry should be processed via the CIS scheme. This means that tax should potentially be deducted from the subcontractor and paid over to HMRC. The rate is dependent on the individual subcontractor's circumstances. Where we act for you in relation to CIS you should report all potential payments to us so we can apply the suitable procedures.