



## **Terms of Business**

### **1. Introduction**

We are Jigsaw Tax Solutions Limited (“the company”), a private company limited by shares under Irish law. Our principal place of business is 1A Upper Cranford Centre, Montrose, Dublin 4, D04X6HO, Ireland. These Terms of Business (“the Terms”) apply to all services delivered or due to be delivered by the company to you, unless otherwise agreed in writing. A separate Letter of Engagement sets out the specific scope of services to be delivered to you and will prevail to the extent that there is any conflict between it and these Terms.

Our services may be terminated by either party by notice, with immediate effect, in writing to the regular correspondence address of the other party. We reserve the right at any time and without any liability or continuing obligation to you to terminate this agreement if, you are in material breach of any of the Terms of this engagement, you fail to accept our advice on a material regulatory or professional matter, or we are not satisfied that we can proceed with the engagement without being in default of applicable laws.

These Terms will apply from the commencement of your retention of us for the entire period of the engagement. If any of the Terms become invalid or unenforceable, the remainder of the Terms will continue in full force and effect. Nothing in any proposal or correspondence is intended to create a legal relationship between the company and you.

### **2. Our Fees and Invoicing Procedures**

Our fees are based upon the skill involved and the time occupied on the work and will be charged for each class of work. They will be agreed with you in advance of commencing any professional work on your behalf. The fees charged under the Letter of Engagement will be subject to the addition of disbursements, including travel expenses at the appropriate rate. If it is necessary to carry out ad hoc work outside the responsibilities outlined in this letter, including matters relating to other tax jurisdictions, it may involve additional fees.

The fees will be billed at appropriate intervals during the course of the year and will be due on presentation.

### **3. The Company's Responsibilities**

We are committed to providing the services with due skill and care, in accordance with the appropriate professional standard expected of us, and in a timely manner. The nature and content of our advice will necessarily reflect the scope and limitations of our engagement, the amount and accuracy of the information provided to us, and the time scale within which advice is required.

We will not normally check or verify information provided to us by you, or by others, and you acknowledge that we are entitled to rely upon such information when providing our services.

We shall not be under any obligation in any circumstances to update any advice, report or any product of the services, oral or written, for events occurring after the advice, report or product has been issued in final form.

### **4. The Client's Responsibilities**

It is your responsibility to ensure that we receive complete and accurate information, and that it is provided in a reasonable time, in order that we can provide the services in a timely manner. Copies of all statements of account, notices of assessment, letters and other communications received from the tax authorities should be forwarded to us promptly, to enable us to deal with them as may be necessary within the statutory time limits.

You agree that we can approach such third parties as may be appropriate for information that we consider necessary to deal with your affairs. You will keep us informed about significant changes in your circumstances if they are likely to affect your tax position.

You are ultimately 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.

#### **5. Client Monies**

We will never hold client monies. Fees paid by you in advance for professional work to be performed and clearly identifiable as such shall not be regarded as client's monies.

#### **6. Retention of 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 following preparation of your return, unless we exercise a lien over them in respect of outstanding fees. You should retain these documents for 6 years from the end of the relevant accounting period. This period may be extended if the Office of the Revenue Commissioners enquire into your tax return.

Though 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 that we consider to be of continuing significance. You must inform us by letter if you require retention of a particular document.

We may choose to hold these documents where possible in an electronic format. In this event we will ensure these documents are readily accessible should they be requested by yourself or an authorised individual.

We retain all ownership, copyright and other intellectual property rights to all reports, written advice or other documents prepared under this Letter of Engagement, except where the law requires otherwise.

#### **7. Quality of Service**

We will endeavour at all times to provide you with a professional service of the highest quality. If you would like to discuss with us how our service could be improved, or if you are dissatisfied with the service you are receiving, please let us know by contacting, Lorraine Cooke, the Managing Director.

We undertake to look into any complaint carefully and promptly, to do all we can to explain the position to you and undertake everything reasonable to put it right. If we do not answer your complaint to your satisfaction you may take up the matter with the Irish Tax Institute.

#### **8. Limitation of Liability**

We will provide the professional services outlined in this letter with reasonable care and skill. However, we will not be responsible for any losses, penalties, surcharges, loss of relief's, interest or additional tax liabilities arising from the supply by you or others of incorrect or incomplete information, or from the failure by you or others to supply any appropriate information, or your failure to act on our advice or respond promptly to communications from us or the tax authorities.

The advice which we will provide is for your sole use and does not constitute advice to any third party to whom you may communicate it.

#### **9. Applicable Law**

These Terms are governed by and construed in accordance with Irish law. The Courts of the Republic of Ireland will have exclusive jurisdiction in relation to any claim, dispute or difference concerning this Letter of Engagement 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.

All work performed is conducted using the current legislation according to the accounting period. We cannot be held responsible for future development and changes in the legislation.

#### **10. Mandatory Disclosures**

We may be required in certain circumstances, by law or by Regulations or by Professional Bodies to which we belong, to make reports to regulatory and law enforcement authorities or to such bodies, or to disclose documents or information or take other action, as a result of information received by us, or matters which come to our attention during the course of

this engagement. Where appropriate and permitted we will advise you in advance of any action we may be required to take.

The provision of accounting and taxation services are prescribed activities for the purposes of the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010, and as such, we are subject to the money laundering procedures as set out in the 2010 Act. These obligations include conducting client identity checks, maintaining client identity and transaction records, and reporting suspicions of a money laundering offence, an offence of terrorist financing or a compliance offence to the Revenue Commissioners and the Garda Síochána.

If satisfactory evidence of your identity is not provided within a reasonable time, there may be circumstances where we will not be able to proceed with the appointment.

In the event that we are obliged to make a report to the Revenue Commissioners or the Gardaí, we are prohibited under the Criminal Justice (Money Laundering and Terrorist Financing) Act, 2010 from advising you that a report has been made. In such cases a suspension of services may be required.

### **11. Electronic Communication**

As Internet communications are capable of data corruption, we do not accept any responsibility for changes made to such communications after their dispatch. For this reason, it may be inappropriate to rely on advice contained in an e-mail without obtaining written confirmation of it. All risks connected with sending commercially sensitive information relating to your business are borne by you and are not our responsibility. E-mail may be used to enable us to communicate with you. As with other means of delivery this carries with it the risk of inadvertent misdirection or non-delivery. It is the responsibility of the recipient to carry out a virus check on any attachments received. If you do not accept this risk, you should notify us in writing that e-mail is not an acceptable means of communication.

### **12. Data Protection Act**

Jigsaw Tax Solutions Ltd complies with the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018.

To enable us to discharge the services agreed under this engagement, and for other related purposes including updating and enhancing client records, analysis for management purposes and statutory returns, crime prevention and legal and regulatory compliance, we may obtain, use, process and disclose personal data about you. You have a right of access, under the Data Protection Acts, 2018, to the personal data that we hold about you.

### **13. Confidentiality**

Both parties are obligated to maintain confidentiality in relation to all work and paperwork. We reserve the right to an exception in the case of sharing the information with other members of our firm. We will only make disclosures to third parties where we have received specific written authorisation from yourselves.

The reports, letters, information and advice are given to you in confidence solely for the purpose of this engagement, and are provided on the condition that you undertake not to disclose them or their contents, or any other confidential information made available to you by us during the course of our work, to any third party except to your legal advisers, without our prior written consent.

Neither party will be prevented from disclosing confidential information, which has become public knowledge by means other than a breach of an obligation of confidentiality, or which is required to be disclosed by law or any professional or regulatory obligation.

### **14. Other Services**

The tax rules change frequently, and you must ask us to review any advice already given if a transaction is delayed, or if an apparently similar transaction is to be undertaken.

Unless a service is listed herein or included in a separate Letter of Engagement, you must assume that it will not be provided by us.

However, we will be pleased to assist you generally in additional tax matters if you so require for which a separate fee will be agreed.

**CLIENT ACKNOWLEDGEMENT**

I/We acknowledge and confirm that I/we have been provided with a copy of the Terms of Business of Jigsaw Tax Solutions Ltd and that I/we have read through and understand these terms.

I/We acknowledge and confirm that I/we have been provided with a copy of the Privacy Notice of Jigsaw Tax Solutions Ltd and that I/we have read through and understand the document contents.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**DIRECT MARKETING**

I / We consent to Jigsaw Tax Solutions Ltd making contact with me/us in relation to:

Tax Services

Offers

Competitions provided by Jigsaw Tax Solutions Ltd

Please tick each of the ways in which you wish us to contact you;

Letter  Landline  Mobile Phone  Email  SMS Text

You may opt out of this service at any time by writing to Jigsaw Tax Solutions Ltd or by selecting the unsubscribe option on any email sent.

**THIRD PARTIES**

I / We consent to Jigsaw Tax Solutions Ltd passing our details to its associated or partnership companies:

Jigsaw Financial Solutions Ltd

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Dated:

These Terms of Business are valid from 1<sup>st</sup> October 2019 until further notice

Version 1.4