

# Disclaimer

This site is intended to provide friendly and helpful advice and is not a definitive statement of law.

While BookSmart Accountancy Solutions shall endeavour to make this site available at all times, BookSmart will not be liable if, for any reason, the site is unavailable for any period of time.

Access to this site may be suspended at any time without prior notice being given.

BookSmart Accountancy Solutions is not liable for any damages arising in contract, tort or otherwise from the use of or inability to use this site or any material contained in it, or from any action or decision taken as a result of using the site.

The materials on this site comprise BookSmart's views; they do not constitute legal advice.

This site offers links to other sites thereby enabling you to leave this site and go directly to the linked site. BookSmart is not responsible for the content of any linked site or any link in a linked site. BookSmart is not responsible for any transmission received from any linked site. The links are provided to assist visitors to BookSmart's site and the inclusion of a link does not imply that BookSmart endorses or has approved the linked site.

# Privacy Policy

This privacy notice tells you what to expect when BookSmart Accountancy Solutions collects personal information.

It applies to the following:

- details about you ('the Client') and your company / business
- your financial details
- visitors to my website
- people who notify under the Data Protection Act
- people who notify under the Money Laundering Regulations
- people who make a complaint to me
- people who use this website

People who make a complaint to me:

When I receive a complaint from a person I make up a file containing the details of the complaint. This normally contains the identity of the complainant and any other individuals involved in the complaint.

I will only use the personal information I collect to process the complaint and to check on the level of service I provide.

I usually have to disclose the complainant's identity to whoever the complaint is about. This is inevitable where, for example, the accuracy of a person's record is in dispute. If a complainant doesn't want information identifying him or her to be disclosed, I will try to respect that. However, it may not be possible to handle a complaint on an anonymous basis.

I will keep personal information contained in complaint files in line with my retention policy. This means that information relating to a complaint will be retained for four years from closure. It will be retained in a secure environment and access to it will be restricted according to the 'need to know' principle.

Similarly, where enquiries are submitted to me I will only use the information supplied to me to deal with the enquiry and any subsequent issues and to check on the level of service I provide.

When I take enforcement action against someone, I may publish the identity of the defendant in my Annual Report or elsewhere. Usually I do not, identify any complainants unless the details have already been made public. When I publish an Information Tribunal decision, usually relating to a freedom of information complaint, it will normally contain the identity of the complainant as well as the subject of the complaint.

People who use BookSmart Accountancy Solutions I have to hold the details of the people who have requested the service in order to provide it. However, I only use these details to provide the service the person has requested and for other closely related purposes.

Visitors to my website:

When someone visits my website they do so voluntarily. No personal information is collected other than that stored within cookies.

If I do want to collect personally identifiable information through my website, I will be upfront about this. I will make it clear when I collect personal information and will explain what I intend to do with it.

People who 'notify' under the Data Protection Act 1998:

Many businesses are required by law to 'notify' certain specified information to BookSmart Accountancy Solutions. This may contain personal information, such as name, address, date of birth, etc. BookSmart compiles this information into a register which it keeps securely.

When the consultation form is filled in, the trader or business owner is asked to provide their contact details. BookSmart will only use this for its own purposes.

When I request information as part of the consultation process, I make it clear where the provision of information is required by law and where it is voluntary.

People who 'notify' under the Money Laundering Regulations:

As an full member of the Institute of Certified Bookkeepers (ICB) I am regulated under the Money Laundering Act (MLR). This means that physical evidence of your identity must be kept on file either in photo or non-photo documentation. These must be kept on file for a minimum period of 6 years or the life of the period of engagement, plus 6 years.

As such, your financial information will be subject to risk assessment and periodic review. This is in accordance with the Proceeds of Crime Act (POCA) and all suspicious activity must be reported to the Serious Organised Crime Agency (SOCA)

For more information on the Money Laundering Regulations visit HMRC

Complaints or queries:

BookSmart tries to meet the highest standards when collecting and using personal information. For this reason, I take any complaints I receive about this very seriously. I encourage people to bring it to my attention if they think that my collection or use of information is unfair, misleading or inappropriate. I would also welcome any suggestions for improving my procedures.

This privacy notice was drafted with brevity and clarity in mind. It does not provide exhaustive detail of all aspects of BookSmart's collection and use of personal information. However, I am happy to provide any additional information or explanation needed. Any requests for this should be sent to the address below.

Access to personal information:

BookSmart tries to be as open as it can be in terms of giving people access to their personal information. Individuals can find out if I hold any personal information by making a 'subject access request' under the Data Protection Act 1998. If I do hold information about you I will:

- give you a description of it;

- tell you why I am holding it;
- tell you who it could be disclosed to; and
- let you have a copy of the information in an intelligible form. To make a request to BookSmart for any personal information I may hold, you need to put the request in writing addressing it to David Bowes MICB CB.Dip PM.Dip, to the address provided below.

If you agree, I will try to deal with your request informally, for example by providing you with the specific information you need over the telephone. If I do hold information about you, you can ask me to correct any mistakes by, once again, contacting David Bowes MICB CB.Dip PM.Dip

Disclosure of personal information:

In many circumstances I will not disclose personal data without consent. However when I investigate a complaint, for example, I will need to share personal information with the organisation concerned and with other relevant bodies.

You can also get further information on:

- agreements I have with other organisations for sharing information;
- circumstances where I can pass on personal data without consent for example, to prevent and detect crime; and
- how I check that the information I hold is accurate and up to date.

Links to other websites:

This privacy notice does not cover the links within this site linking to other websites. I encourage you to read the privacy statements on the other websites you visit. BookSmart does not transmit any personal data about you or your business when you use the links contained within this site.

How to contact me:

Requests for information about my privacy policy can be emailed to BookSmart Bookkeeping Packages & Pricing or by writing to:  
David Bowes MICB CB.Dip PM.Dip  
BookSmart Accountancy Solutions  
1 Broughinge Road  
Borehamwood  
Herts. WD6 5AH

# Terms & Conditions

These Terms & Conditions are revised and effective as of 5th April 2015. I expressly reserve the right to change these Terms & Conditions from time to time without notice to you. You acknowledge and agree that it is your responsibility to review this site and these Terms & Conditions from time to time and to familiarise yourself with any modifications.

BookSmart Accountancy Solutions will confirm the details of the services to be performed for the client and the fees that will be charged in a letter of engagement, which must be signed by the client and returned to BookSmart Accountancy Solutions before commencement of any work. By signing the letter of engagement the client will also accept these general terms and conditions.

BookSmart Accountancy Solutions is licensed under the Anti-Money Laundering Regulations 2007, and will conduct the necessary Due Diligence to confirm the identity of the client before commencement of any work. For long term assignments, the Due Diligence will be repeated at each anniversary of commencement of the work. BookSmart Accountancy Solutions will keep copies of all documents relating to the client's identity for 6 years after completion of the work or termination of the agreement. BookSmart Accountancy Solutions may be audited under the Anti-Money Laundering Regulations 2007 and, if so, will be required to make the Due Diligence records, including the documents relating to the client's identity, available to the auditor.

BookSmart Accountancy Solutions will maintain the highest standards of professional endeavour, integrity, confidentiality and personal conduct and will not disclose any client information to any person or company (other than necessary government agencies) unless instructed to do so by the client.

BookSmart Accountancy Solutions relies on information from you (the client) to be accurate and true. All paperwork and figures supplied by you are deemed to be correct and will be accepted by BookSmart Accountancy Solutions as such. BookSmart Accountancy Solutions will not accept responsibility for any errors or omissions arising from these figures.

In the unlikely event of any errors or omissions caused by BookSmart Accountancy Solutions, I will make the necessary revisions or corrections free of charge. If, however, errors or omissions are made because the client has supplied incomplete or incorrect information, any necessary revisions or corrections will be charged at my standard hourly rate quoted in the letter of engagement.

BookSmart Accountancy Solutions will keep copies of the client's accounts on my computer hard drive and on an external back-up. Certain documents may be kept in paper form in a locked cabinet. I will back up the client's accounts at the end of each day and will keep the

last three back-ups. I will retain the final back-up copy for 6 years following completion of the work or termination of the agreement, and will then destroy it.

Where BookSmart Accountancy Solutions is engaged to perform regular, periodic bookkeeping services I will keep copies of:

- any files provided by the client on commencement of the work;
- the accounts at the start of each period, before any transactions are entered;
- the accounts at the end of each period, after all transactions for the period have been recorded.

Where BookSmart Accountancy Solutions performs one-off services (e.g. bringing accounts up to date to enable the client to maintain them going forward) I will keep copies of:

- the files provided by the client on commencement of the work;
- the accounts as at completion of the work.

Where BookSmart Accountancy Solutions performs the one-off service that is a tax return compilation and submission to HMRC, I will not submit any data to HMRC until full payment has been made.

The timescales for completion of the work will be laid out in the letter of engagement. BookSmart Accountancy Solutions reserves the right to alter any agreed timescale as a result of exceptional unforeseen circumstances or problems not within my control. I will notify the client as soon as any such circumstances become apparent and will use reasonable endeavours to arrange an acceptable revised timescale.

The price for the work and the applicable hourly rates will be laid out in the letter of engagement. Unless otherwise stated in the letter of engagement, the price and/or hourly rates will not include travelling expenses for journeys of more than 10 miles, postage, or sundry expenses incurred in the course of the work.

BookSmart Accountancy Solutions reviews its standard hourly rates annually in March. I will notify all clients in writing during March of any price changes applicable to their work, and will apply such changes to invoices issued for work done from April onwards.

Unless otherwise stated in the letter of engagement, BookSmart Accountancy Solutions will make the following charges for travelling expenses:

- the first 10 miles of any journey by car will not be chargeable;
- journeys by car will be charged at 40p per mile after the first 10 miles;
- journeys by public transport outside of the Radlett area will be charged at cost (rail travel will be by standard class);

· bridge/tunnel tolls will be charged at cost.

Any postage, stationery or sundry items purchased on behalf of the client will be charged at cost.

BookSmart Accountancy Solutions may, during the course of the work, be required to purchase software, equipment or other large items on behalf of the client. The charges to be made for any such items will be detailed in the letter of engagement.

BookSmart Accountancy Solutions is not registered for VAT

Unless otherwise stated in the letter of engagement, BookSmart Accountancy Solutions will issue invoices either on completion of the work for one-off assignments, or monthly on the last day of the month for long term assignments. Where BookSmart Accountancy Solutions is required to purchase software, equipment or other large items on behalf of the client I will issue the invoice to the client immediately upon ordering the items.

Payment is due within 14 days of the invoice date unless otherwise stated on the letter of agreement.

BookSmart Accountancy Solutions will accept payments by cheque, bank transfer or standing order. Where a client wishes to make regular payments by cheque these will incur a handling charge of £2.50 per cheque.

BookSmart Accountancy Solutions has the right to refuse work at the owner's discretion.

The client has the right to cancel the work with no charge up to 24 hours prior to commencement, subject to conditions.

Where BookSmart Accountancy Solutions has incurred costs in purchasing items on behalf of the client for use in performing the work and the client cancels the work prior to commencement, BookSmart Accountancy Solutions will invoice the client for the full cost of any such items. BookSmart Accountancy Solutions will deliver the items to the client upon payment of the invoice.

Where the client cancels the work less than 24 hours prior to commencement, they will be liable for a cancellation charge of 15% of the fee agreed in the letter of engagement.

For long term assignments the agreement between BookSmart Accountancy Solutions and the client may be terminated by either party giving not less than 1 month's written notice of termination to the other.

In the event of termination of the agreement, for whatever reason, the client will be responsible for paying all fees due to BookSmart Accountancy Solutions, including costs, expenses and disbursements incurred by BookSmart Accountancy Solutions on behalf of the client up to and including any notice period.

Subject to the above, BookSmart Accountancy Solutions will co-operate as far as practicable to ensure that any work in progress is transferred to the client.

BookSmart Accountancy Solutions asserts its rights under the Copyright, Designs and Patents Act 1988. The copyright on any material developed specifically for the client as part of the agreement will be transferred to the client on payment of the applicable invoice.

BookSmart Accountancy Solutions uses modern equipment, and up to date software including industry standard virus scanning software. BookSmart Accountancy Solutions will not be held liable for loss or damage caused to client data as a result of computer viruses that go undetected by the virus scanning software.

Where it is necessary to post items relating to the work to the client or a third party, BookSmart Accountancy Solutions will use a tracked and signed for service. I recommend that the client uses a similar service when posting any items to BookSmart Accountancy Solutions. BookSmart Accountancy Solutions will not be held liable for loss, damage or theft of any items sent to the client whilst they are going through the postal service.

This site may link you to other sites on the Internet or otherwise include references to information, documents, software, materials and/or services provided by other parties. These sites may contain information or material that some people may find inappropriate or offensive. These other sites and parties are not under my control, and you acknowledge that I am not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites, nor am I responsible for errors or omissions in any references to other parties or their products and services. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with, the site or party by me, or any warranty of any kind, either expressed or implied.

In addition to any excuse provided by applicable law, I shall be excused from liability for non-delivery or delay in delivery of products and services available through my site arising from any event beyond my reasonable control, whether or not foreseeable by either party, including but not limited to, labour disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond my reasonable control, whether or not similar to those which are enumerated above.



Except as explicitly noted on this site, the services available through this site are offered by BookSmart Accountancy Solutions located at 1 Broughinge Road, Borehamwood. Herts. WD6 5AH. My telephone number is 07804 733516. If you notice that anyone is violating these Terms of Use, please contact me at [info@booksmart.co](mailto:info@booksmart.co)