

General Terms & Conditions for tax consultancy services - ADVICE Kvarnström Westin Pernholt KB

1. The scope and execution of the engagement

1.1 These general terms and conditions apply to engagements that Advice KWP KB (hereinafter referred to as “the Contractor”) carries out on behalf of the Client in such areas as preparation of tax returns, handling of ongoing tax-related issues arising in the course of the Client’s operations, and tax advisory services in general.

1.2 The scope of the engagement and specific terms and conditions relating to the engagement, such as fees, timetables, and contact persons, shall be specified in a separate document entitled Letter of Engagement that shall be prepared by the Contractor and submitted to the Client before commencement of the engagement. These general terms and conditions shall apply together with the Letter of Engagement. The provisions of the Letter of Engagement shall take precedence in the event of any contradiction between the Letter of Engagement and these general terms and conditions.

1.3 The validity of amendments and addenda to the Letter of Engagement or to these general terms and conditions shall be contingent upon their being drawn up in writing and signed by both parties.

1.4 The Contractor undertakes to staff the engagement with personnel qualified for the purposes of the engagement and to fulfil the engagement with a degree of competence and care consistent with applicable good practice in the sector in which the Contractor operates. The Contractor shall be entitled to engage subcontractors for the fulfilment of the engagement.

1.5 The Contractor shall be entitled to obtain information and expertise from persons other than the Contractor employee responsible for the fulfilment of the engagement, and to do so both internally and externally to the extent necessary for the fulfilment of the engagement.

1.6 The Contractor shall be entitled to exchange relevant information relating to the engagement with accounting consultants and appropriate accountancy personnel employed by the Contractor.

2. The Client’s undertakings

2.1 The Client shall, at the request of the Contractor supply without delay such comprehensive and correct information as may be required for the fulfilment of the engagement. Any delay in the provision of information and/or material or failure to take such steps as may be required for the fulfilment of the engagement on the part of the Client, or of a third party designated by the Client, may result in delays, additional costs or the inability to properly fulfil the engagement. The Contractor shall not be liable for any such additional costs, delays, or other inconveniences that may arise: rather all liability shall devolve upon the Client who shall also defray any and all additional costs in connection therewith. It is of particular importance, when the Contractor is preparing tax returns that the Client provides the information and material required at the right time and to the extent required. It shall be incumbent upon the Client to ensure that the Client’s personnel are available to provide the Contractor with any assistance that the Contractor may reasonably request and to answer any questions arising during the fulfilment of the engagement.

2.2 The Client shall be liable to ensure that their operations are conducted in accordance with applicable laws and regulations.

2.3 Unless otherwise agreed by the parties in the Letter of Engagement, the engagement shall be based on the information and the material with which the Client has supplied the Contractor.

2.4 The Contractor shall be entitled to assume that the information and material provided by the Client for the fulfilment of the engagement, such as bookkeeping and reports based on the bookkeeping, are correct and comprehensive, and the Contractor is consequently not obliged to independently verify the information and material provided. The Contractor shall not be liable for conclusions or recommendations based on incorrect or deficient information provided by the Client or a third party designated by the Client. The Contractor shall, if there are clear grounds for suspecting that the information received is incorrect or deficient, notify the Client thereof immediately and shall urge the Client to provide the correct information.

2.5 The Client shall notify the Contractor without delay of any new conditions arising during the fulfilment of the engagement.

3. Financial matters

3.1 The Contractor shall, unless otherwise stated in the Letter of Engagement, fulfil the engagement on a current account basis with fees calculated on a per hour expended basis, the scale of which may be based on the complexity of the engagement, the resources expended, and the specialist skills utilised. Remuneration for direct costs and expenses and Value Added Tax shall be added to the total.

3.2 Invoices will be raised monthly on a rolling basis unless otherwise stated in the Letter of Engagement. The Contractor can, alternatively, invoice for the engagement on account, based on the estimated fee for the engagement. The payment terms are 15 days net from the invoice date.

3.3 The Contractor is registered for corporation tax.

3.4 The Contractor shall, in the event of payment being delayed, be entitled to debit penalty interest pursuant to the provisions of the Swedish Interest Act (1975:635). If payment is delayed by more than ten days, the Contractor shall be entitled to terminate their work with immediate effect until such time as the invoice that is due has been paid in full. The Contractor shall, in the event thereof, be discharged from liability for any delay or other loss that may result from the termination of the work. If payment is delayed by more than 30 days from the invoice’s due date, the Contractor shall be entitled to terminate the Engagement Agreement with immediate effect.

4. Processing of personal data and the Swedish Money Laundering Act

4.1 The Contractor shall, if they process personal data within the framework of the engagement, implement those technical and organisational measures required under the provisions of the Swedish Data Protection Act (1998:204) in order to protect such personal data from unauthorised access, destruction or alteration.

4.2 The Contractor is subject to the provisions of the Swedish Money Laundering Act and is, therefore, obliged to collect data on the Client in order to comply with customer due diligence requirements. The Contractor will, therefore, request sight of identification documents for the Client’s representatives and will update the details held with regard to the Client’s organisation and operations, etc. on a rolling basis.

5. Reporting back on the engagement

5.1 If the engagement entails the delivery of documents, the engagement shall be deemed to have been fulfilled when the Contractor delivers a final document in paper or electronic format to the Client. The final document may, for example, comprise a tax return, a memorandum of advice or recommendations, reports, statements, or submissions to the authorities, or correspondence.

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5.2 Draft documents provided on a rolling basis do not constitute the Contractor's final position and the Client cannot, therefore, rely on, or act or refrain from acting, on the basis of such drafts.

6. Confidentiality

6.1 The Contractor undertakes, without limitation in time, i.e. including after the completion of the engagement, neither directly nor indirectly, to reveal to a third party or to utilise for their own benefit corporate secrets or other confidential information attributable to the Client or the Client's clients, or information relating to the engagement. The term "confidential information" refers to any and all data that is not a matter of public record and which is attributable to the Client, the Client's operations or clients, and to every aspect of the engagement, irrespective of whether the data was documented in a special way. A corresponding confidentiality undertaking shall govern the Client in the event of the Client gaining access to confidential information relating to the Contractor or the Contractor's operations during the fulfilment of the engagement.

6.2 The parties undertake not to disclose or reveal the content of the Letter of Engagement to a third party.

6.3 All original material to which the Contractor is afforded access in conjunction with the engagement shall remain the property of the Client, irrespective of the type of material and of whether the Contractor has received the material from the Client or from an outside party, or of whether the Contractor has produced the material in-house. The Contractor shall, upon completion of the engagement, and if so requested by the Client, hand over to the Client all working material and all other of the Client's property, and/or anything relating to the Engagement, and which is in the possession of the Contractor. The Contractor shall, however, be entitled to retain their own copies of the material or elements thereof.

7. Beneficial rights to results and incorporeal rights

7.1 The Client shall not be entitled to disclose to a third party or member of their own organisation or to make use of material supplied by the Contractor within the framework of the Engagement for any purpose or to any extent other than that specified in the Letter of Engagement. The Contractor shall be entitled without restriction to reuse or make use of the content of the results from the Engagement in the context of other engagements, provided that so doing does not constitute a breach of the confidentiality provisions of point 6.1 above.

7.2 The Contractor shall retain title to all incorporeal rights, both those owned or developed before the Engagement and those developed during the Engagement. Neither party may use the other party's trademarks, logos or other service marks without the prior written consent of the other party.

8. Term of the agreement, termination, etc.

8.1 This Engagement Agreement shall apply from the date specified in the Letter of Engagement or from the date when the Engagement commences if no start date is specified in the Letter of Engagement. The Engagement Agreement shall apply until the date when the engagement is concluded.

8.2 Parties shall be entitled to give written notice of the termination of the Engagement Agreement with immediate effect if the other party is declared bankrupt, enters into liquidation, suspends payments, or enters into debt reconstruction.

8.3 Parties shall be entitled to give written notice of the termination of this engagement agreement with immediate effect if the other party is in significant breach of contract and fails to effect rectification within twenty days of the submission of a written request so to do.

9. Liability and limitation of liability

9.1 The Contractor shall not be liable for any loss due to Swedish or foreign legislation or actions by the authorities, acts of war, strikes, blockades, boycotts, lockouts, or other similar circumstances in the nature of force majeure.

9.2 The Contractor shall fulfil the engagement in accordance with applicable regulations and on the basis of their understanding of applicable interpretations of statutes and court rulings and other praxis at the time of the fulfilment of all or part of the engagement. The Contractor has no liability whatsoever for the consequences of legislative changes or new interpretations of court rulings and other praxis that occur after the date when the Contractor submitted a final report or otherwise concluded their engagement.

9.3 The result of the engagement is intended solely for use by the Client and the Contractor consequently accepts no liability whatsoever in relation to a third party or other external party who has made use of or attempted to make use of the work carried out by the Contractor within the framework of the engagement. The Client undertakes to indemnify the Contractor against any claim that may be made by any third party against the Contractor by reason of the Client having made the result of the engagement available to a third party.

9.4 It shall be incumbent upon the Contractor to maintain the requisite liability insurance cover in accordance with what is generally deemed reasonable within the sector. The Contractor shall, under no circumstances whatsoever, be liable for any loss in production, loss of profit or other indirect loss or consequential loss of any kind whatsoever.

9.5 The Contractor's liability to the Client for damage, losses and costs arising from the engagement shall, where not covered by insurance, be limited to whichever is the lower of three (3) times the fee paid for the Engagement in accordance with the Engagement Agreement or twenty-five (25) times the price base amount in accordance with the Swedish Social Insurance Code (2010:110) in force when the Engagement Agreement was concluded.

10. Complaints

10.1 Any complaints that the Client may wish to make with regard to defects or deficiencies in the Contractor's fulfilment of the engagement shall be submitted in writing without delay, but no later than ten days after the circumstance that forms the basis for the complaint became known to the Client, or should have become known. The complaint shall contain a detailed specification of the defect or the nature and scope of the deficiency. The Contractor shall, upon receipt of such a complaint, be entitled to effect rectification within twenty days. The Client shall, if rectification is not effected within the specified grace period, be entitled to a reduction in price or to damages. The Client's right to damages or other compensation shall lapse if the complaint is not submitted within the specified period of time. The validity of any claims for damages is contingent upon their being submitted within twelve months of the date of the complaint.

11. Other

11.1 The Contractor undertakes to store engagement documentation for at least ten years after completion of the engagement.

11.2 Parties shall be deemed to have received communications if they are sent by courier, or by recorded delivery in the post, or by email to the address specified in the Letter of Engagement. Communications shall, if either party gives notice of a change of address, be sent to the new address.

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11.3 The invalidity of any provision in the Letter of Engagement or these general terms and conditions shall not render invalid the general terms and conditions or the Letter of Engagement in their entirety. Reasonable adjustments shall, instead, be made to the extent that parties' rights or obligations have been affected by the invalidity.

11.4 The engagement shall be governed by the substantive law of Sweden and any dispute, controversy or claim arising out of or in connection with the engagement, or the breach, termination or invalidity of the Letter of Engagement or these general terms and conditions, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral tribunal shall be composed of a sole arbitrator and the seat of the arbitration shall be Stockholm.
