# Accountants' Defence & Advisory Services Ltd

## Terms and Conditions

### Subscriber Membership

1. Accountants' Defence & Advisory Services Ltd (hereinafter referred to as "Accountants' Defence") will provide to its subscriber members advisory and defence services as hereinafter defined, upon the Terms and Conditions herein contained.

2. Accountants' Defence may from time to time vary these Terms and Conditions by giving notice of variation to its subscriber members.

3. In these Terms and Conditions, and in any variation thereof, reference to the masculine gender shall incorporate the feminine.

4. Subject to acceptance by Accountants' Defence of his application for membership, subscriber membership (hereinafter referred to as "subscriber membership") will be available to any person who applies to Accountants' Defence for subscriber membership and who fulfils the conditions of membership of Accountants' Defence.

5. Accountants' Defence may from time to time specify the categories of persons who are eligible for subscriber membership. These categories may include accountants in private practice, students of accountancy and other accountants, including affiliates and those employed in commerce or industry.

6. Every subscriber member shall, as a condition of subscriber membership, fulfil the condition of professional qualification (hereinafter referred to as "the condition of professional qualification").

7. The condition of professional qualification shall be membership of any one or more of the following, that is to say the Institute of Chartered Accountants in England & Wales, the Association of Chartered Certified Accountants, the Institute of Chartered Accountants of Scotland, the Chartered Institute of Management Accountants, the Insolvency Practitioners' Association, the Association of Authorised Public Accountants, the Chartered Institute of Public Finance & Accountancy and the Chartered Institute of Taxation or such other professional body as Accountants' Defence may from time to time determine.

8. Every application for subscriber membership shall be in writing and shall be in the form required by Accountants' Defence (hereinafter referred to as "the application form").

**9.** Every applicant shall in his application form provide an address for service (hereinafter referred to as “the address for service”).

**10.** On receipt by Accountants’ Defence of an application for subscriber membership, the applicant shall be deemed to have made an offer to Accountants’ Defence to become a subscriber member of Accountants’ Defence according to its Terms and Conditions.

**11.** Receipt by Accountants’ Defence of an applicant’s application for subscriber membership shall not be deemed an acceptance by Accountants’ Defence of an offer by the applicant to become a subscriber member of Accountants’ Defence.

**12.** Accountants’ Defence may, in its absolute discretion and without assigning any reason, reject any application for subscriber membership.

**13.** An applicant’s subscriber membership shall commence when Accountants’ Defence accepts his application for membership, provided that Accountants’ Defence shall by then have received from the applicant his subscription.

**14.** Every subscriber member shall pay a subscription to Accountants’ Defence. The subscription shall be an annual subscription and subscriber membership shall be available from the first day of June in every year and shall in every case terminate on the last day of May next following.

**15.** The amount of the annual subscription shall be determined from time to time by Accountants’ Defence.

**16.** In the case of an applicant for subscriber membership the amount of his subscription during the first year of his membership shall be in proportion to the number of calendar months remaining in that year (rounded up to the nearest quarter) from the date upon which his application for membership is accepted by Accountants’ Defence, and payment of such sum shall be deemed payment of his annual subscription.

**17.** A subscriber member may renew his subscriber membership by making payment to Accountants’ Defence of the full amount of the current annual subscription, by the thirty-first day of July next following the expiry of his previous year of membership. Every application for renewal of membership shall be in the form required by Accountants’ Defence. In the event that a subscriber member shall not renew his subscriber membership in the manner prescribed his subscriber membership shall lapse and he shall be deemed to have ceased to be a subscriber member at the expiry of his previous year of membership.

**18.** Renewal of a member’s subscriber membership shall not take effect until payment by the subscriber member of the amount of the annual subscription, and Accountants’ Defence may, in its absolute discretion and without assigning any reason, refuse to accept his application for renewal of membership and payment of the amount of the subscriber member's annual subscription, and decline to renew his subscriber membership.

**19.** Upon renewal of a subscriber member's subscriber membership the subscriber member shall be deemed to have renewed his subscriber membership as and from the first day of June immediately following the expiry of his previous year of membership.

**20.** Former members of the Accountancy Defence Union Ltd who previously paid a subscription on a calendar year basis, will be invited to continue paying their subscription on a similar basis, namely from 1$^{st}$ January in every year, terminating on the last day of December next following. A former member of the ADU may renew his subscriber membership by making payment to Accountants' Defence of the full amount of the current annual subscription, by the last day of February next following the expiry of his previous year of membership.

**21.** No subscriber member shall be entitled to the benefits of subscriber membership until receipt and acceptance by Accountants' Defence of his annual subscription.

**22.** A subscriber member may withdraw from subscriber membership by giving fourteen days notice to Accountants' Defence and Accountants' Defence may in its absolute discretion repay to that member a proportion of his annual subscription.

**23.** Unless Accountants' Defence shall otherwise decide, any subscriber member shall, upon the happening of any of the following events, cease to be a subscriber member of Accountants' Defence:

The coming into effect in any jurisdiction of an order made by any professional body, whether or not membership of that body fulfils the condition of professional qualification:

(a) for the erasure of the name of that subscriber member from the register of membership of that professional body;

(b) for the withdrawal from that subscriber member of his licence or other entitlement to practise;

(c) for any suspension of or restriction upon the registration of that subscriber member in the register of membership of that professional body;

(d) against that subscriber member of a finding of serious professional misconduct, whether in those words or not and whether or not any penalty has been imposed; and

and any subscriber member who shall become subject to such form of sanction or any such finding, whether by consent or otherwise, shall immediately inform Accountants' Defence in writing of that fact.

**24.** The rights and privileges of every subscriber member shall be personal to himself and they shall not be transferable by his own act or by operation of law.

**25.** Accountants' Defence may, in its absolute discretion, give advice or assistance to, or take part in advising or assisting, a subscriber member who is the subject of an investigation such as may be undertaken by a professional body of which he is a member concerning his professional conduct, provided that that body is a body membership of which would be such as to enable the subscriber member to fulfil the condition of professional qualification.

Further, Accountants' Defence may, in its absolute discretion, advise, assist or defend, or take part in advising, assisting or defending, that subscriber member if he is the subject of regulatory action by such a professional body arising out of such an investigation.

In the course of giving advice or assistance or defending, or taking part in advising, assisting or defending the subscriber member, Accountants' Defence may, for and on behalf of the subscriber member, apply such sum or sums for that purpose

(i). not exceeding £5,000 (Five thousand pounds) in the aggregate concerning such an investigation, including the making of any consent order; and

(ii). not exceeding the sum of £25,000 (Twenty-five thousand pounds) in the aggregate concerning such regulatory action, including referral to a disciplinary committee,

as Accountants' Defence may, in its absolute discretion, deem fit, provided that such sum or sums shall not in the aggregate exceed the sum of £25,000 (Twenty-five thousand pounds).

Provided always that:

(1) Accountants' Defence shall be satisfied that the investigation concerns or, in the case of subsequent regulatory action, shall have concerned, the conduct of the subscriber member at a time or during a period of time when the subscriber member was a subscriber member of Accountants' Defence.

(2) Accountants' Defence may require that the subscriber member shall abide absolutely by every decision of Accountants' Defence or its representative concerning the conduct of the

subscriber member in connection with the investigation and any subsequent regulatory proceedings.

(3) The subscriber member shall not himself or through any third party without the prior consent of Accountants' Defence take any step with reference to an investigation or any subsequent regulatory proceedings or the determination thereof.

(4) The subscriber member shall not himself or through any third party without the prior consent of Accountants' Defence incur any expense or liability for any disbursement concerning the investigation or any subsequent regulatory proceedings.

(5) Accountants' Defence may, in its absolute discretion and without assigning any reason, at any time, limit or restrict its advice, assistance or defence of the subscriber member and its participation in advising, assisting or defending the subscriber member, and may limit such sum or the aggregate thereof which it may apply for that purpose, or decline to apply any sum, as in its absolute discretion it may deem fit.

*[Accountants' Defence may, in its absolute discretion, give advice or assistance to a subscriber member who is the subject of regulatory action taken by a professional body of which he is a member, provided that that body is a body membership of which would be such as to enable the subscriber member to fulfil the condition of professional qualification, concerning his professional conduct, and may defend or take part in advising, assisting or defending that subscriber member in respect of that regulatory matter, and in the course of so doing may, for and on behalf of the subscriber member, apply such sum or sums for that purpose not exceeding in the aggregate £10,000 (Ten thousand pounds), as Accountants' Defence may, in its absolute discretion, deem fit.*

*Provided that:*

*(1) Accountants' Defence shall be satisfied that the regulatory matter concerns the conduct of the subscriber member at a time or during a period of time when the subscriber member was a subscriber member of Accountants' Defence.*

*(2) Accountants' Defence may require that the subscriber member shall abide absolutely by every decision of Accountants' Defence or its representative concerning the conduct of the subscriber member in connection with the pursuit of the regulatory matter and shall not himself without the prior consent of Accountants' Defence take any steps with reference to such matter or the determination thereof.*

*(3) Accountants' Defence may, in its absolute discretion and without assigning any reason, at any time limit or restrict its advice, assistance or*

*defence of the subscriber member and its participation in advising, assisting or defending the subscriber member, and may limit such sum or the aggregate thereof which it may apply for that purpose, or decline to apply any sum, as in its absolute discretion it may deem fit.]*

**26.** It shall be the continuing obligation of every subscriber member to notify Accountants' Defence of any change in his address for service, and it shall not be a requirement of these Terms and Conditions that Accountants' Defence shall make any enquiry whether of the subscriber or otherwise of any change in his address for service nor shall Accountants' Defence have any obligation so to do.

**27.** Where by these Terms and Conditions notice may be given or is required to be given by Accountants' Defence to a subscriber member, despatch of such notice by first class post to the address for service shall be deemed good service in every case.

## Non-Subscriber Membership

**28.** Membership of Accountants' Defence may be granted to qualified accountants who do not become subscriber members, but who may wish to obtain the services of Accountants' Defence in circumstances where they find themselves subject to a complaint to be investigated by their regulator, whether the complaint being referred to the Investigation Committee (ICAEW), an Assessor (ACCA), or regulatory, disciplinary or appeal committees of any of the accountancy regulatory bodies, in England, Wales or Scotland.

**29.** Membership may be granted to a qualified accountant at the discretion of the Board of Accountants' Defence.

**30.** The period of membership shall extend to the date when the complaint has finally been resolved and shall not be extended.

**31.** The services to be provided to the qualified accountant shall be the same as if that accountant was a subscriber member.

**32.** In principle, the qualified accountant shall sign a letter of engagement with Accountants' Defence before services can be provided.

**33.** The qualified accountant may be required to make a payment (or payments) on account in respect of fees to be incurred, including VAT, but entirely at the discretion of the Board.

**34.** The services to be provided shall be subject to the payment of fees calculated on an hourly basis and charged at the rate of £180 per hour, together with VAT.

**35.** Fees may be incurred and will be payable by the qualified accountant prior to the signing of an engagement letter in circumstances where advice/action is required to be given/taken on an urgent basis.

**36.** In the event that fees remain outstanding for more than 30 days following the sending of an invoice, work may be suspended and services withheld at the discretion of the Board.

July 2022