

# **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<sup>st</sup> 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.

- 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 a subscriber member who is the subject of a complaint to 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 complaint, 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, and any complaint or series of complaints, including any charge or series of charges, arising from or related to the same original cause, event, series of events or circumstances shall be regarded as one complaint.

Provided that:

- (1) Accountants' Defence shall be satisfied that the complaint 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 defence of the complaint 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.** 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.

**27.** 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.

**28.** 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.

December 2013