Chartered Certified Accountants and Chartered Tax advisers

RMC ACCOUNTING LIMITED

STANDARD TERMS AND CONDITIONS OF BUSINESS

These terms and conditions should be read alongside the privacy notice, which can be found on our website at https://www.rmcaccounting.co.uk/

1. Applicable law

Our engagement letter, the schedule of services and our standard terms and conditions of business are governed by, and should be construed in accordance with, the law and practice of England and Wales. Each party agrees that the courts of England and Wales will have exclusive jurisdiction in relation to any claim, dispute or difference concerning this engagement letter and any matter arising from it. Each party irrevocably waives any right 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.

2. Client identification and verification

As with other professional services firms, we are required to identify and verify our clients for the purposes of the UK anti-money laundering legislation. Save in exceptional circumstances, we cannot start work until this requirement has been met. We may request from you, and retain, such information and documentation as we require for these purposes and/or make searches of appropriate databases including ID verification software.

We are required by the Proceeds of Crime Act 2002 and the Terrorism Act 2000 to report to the National Crime Agency any knowledge or suspicion of money laundering or terrorist financing. We are not permitted to tell you that we have made such a report. If we have to make a report, we may need to stop work on your affairs for a period without being able to tell you why. We will not be liable for any loss arising from our compliance with these obligations.

3. Client money

If we hold money on your behalf, such money will be held in trust in a client bank account, which is segregated from the firm's funds. The account will be operated and all funds dealt with in accordance with the Association of Chartered Certified Accountants rules.

4. Commissions and other benefits

In some circumstances we may receive commissions and/or other benefits for introductions to other professionals or in respect of transactions that we arrange for you. Where this happens, we

will notify you in writing of the amount and terms of payment and receipt of any such commissions or benefits.

Option A: We will pass any such commission or benefit on to you, or credit it against our fees.
Option B: You agree that we may retain any such commission or benefit without being liable to account to you for it. We will tell you the amount, or the basis of calculation, before you proceed with the transaction.

5. Complaints

We are committed to providing you with a high-quality service that is both efficient and effective. If you are unhappy with any aspect of our service, including how we handle your personal data, please make a complaint in writing to Rasa McGill and email it to info@rmcaccountiglimited.co.uk.

We will acknowledge your complaint within 5 working days, and in any event within 30 days. We will investigate it carefully and promptly, keep you informed of progress, and send you our response, normally within 8 weeks.

If you are still not satisfied, you can refer your complaint to our professional body, the Association of Chartered Certified Accountants (ACCA), via www.accaglobal.com.

If your complaint concerns our handling of your personal data, you also have the right to complain to the Information Commissioner's Office (ico.org.uk).

6. Confidentiality

Communication between us is confidential. We shall take all reasonable steps not to disclose your information except where we are required to and as set out in our privacy notice. Unless we are authorised by you to disclose information on your behalf, this undertaking will apply during and after this engagement.

We may disclose information where we are required to do so by law or regulation, for example to HMRC, the National Crime Agency or our professional body. Our files may be reviewed by ACCA as part of its practice monitoring; anyone carrying out such a review is bound by confidentiality.

We may, on occasion, subcontract work on your affairs to other tax or accounting professionals. Subcontractors will be bound by our client confidentiality and security terms, and will process your personal data only on our instructions and under a written agreement that meets UK data protection law. We will not transfer your personal data outside the United Kingdom unless the safeguards required by UK data protection law are in place.

7. Conflicts of interest

If there is a conflict of interest in our relationship with you or in our relationship with you and another client that is capable of being addressed successfully by the adoption of suitable safeguards to protect your interests, then we will adopt those safeguards.

Where conflicts are identified that cannot be managed in a way that protects your interests then we regret that we will be unable to provide further services. If this arises, we will inform you promptly. We reserve the right to act for other clients whose interests are not the same as or are adverse to yours, subject, of course, to the obligations of confidentiality referred to above.

8. Data protection

We act as a controller of the personal data we process in providing our services. We will process it in accordance with the UK General Data Protection Regulation, the Data Protection Act 2018 (as amended by the Data (Use and Access) Act 2025) and our privacy notice.

You have the right to complain to us about how we handle your personal data (see clause 5) and to complain to the Information Commissioner's Office.

Where you give us personal data about other people (for example employees for payroll), you confirm that you are entitled to do so and that you have told them how their data will be used, as described in our privacy notice.

9. Disengagement

Should we resign or be requested to resign we will normally issue a disengagement letter to ensure that our respective responsibilities are clear.

Should we have no contact with you for a period of 24 months or more, we may issue to your last known address a disengagement letter and thereafter cease to act.

Following termination for any reason, we will retain, return and destroy documents in accordance with clause 23 (Retention of papers).

10. Electronic and other communication

As instructed, we will communicate with you and with any third parties you instruct us to as set out in our covering letter and privacy notice via email or by other electronic means. The recipient is responsible for virus-checking emails and any attachments.

With electronic communication there is a risk of non-receipt, delayed receipt, inadvertent misdirection or interception by third parties. We use virus-scanning software to reduce the risk of viruses and similar damaging items being transmitted through emails or electronic storage devices. However, electronic communication is not totally secure. Provided we have taken reasonable steps to prevent it, we cannot be held responsible for damage or loss caused by viruses, nor for

communications that are corrupted or altered after despatch. Nor can we accept liability for problems with electronic communication that are outside our reasonable control. This does not limit our responsibility for our own negligence or our obligations under data protection law. If you do not wish to accept these risks, please let us know and we will communicate by hard copy, other than where electronic submission is mandatory.

Any communication by us with you sent through the post or DX system is deemed to arrive at your postal address two working days after the day that the document was sent.

When accessing information held electronically by HMRC, we may have access to more information than we need and will only access records reasonably required to carry out the contract.

You are required to keep us up to date with accurate contact details at all times. This is important to ensure that communications and papers are not sent to the incorrect address.

11. Fees and payment terms

Our fees may depend not only upon the time spent on your affairs but also on the level of skill and responsibility, and the importance and value of the advice that we provide, as well as the level of risk.

If we provide you with an estimate of our fees for any specific work, then the estimate will not be contractually binding unless we explicitly state that that will be the case.

Where requested, we may indicate a fixed fee for the provision of specific services or an indicative range of fees for a particular assignment. It is not our practice to identify fixed fees for more than a year ahead as such fee quotes need to be reviewed in the light of events. If it becomes apparent to us, due to unforeseen circumstances, that a fee quote is inadequate, we reserve the right to notify you of a revised figure or range and to seek your agreement thereto.

In some cases, you may be entitled to assistance with your professional fees, particularly in relation to any investigation into your tax affairs by HMRC. Assistance may be provided through insurance policies you hold or via membership of a professional or trade body. Other than where such insurance was arranged through us, you will need to advise us of any such insurance cover that you have. You will remain liable for our fees regardless of whether all or part are liable to be paid by your insurers.

We will bill monthly and our invoices are due for payment upon presentation. Our fees are exclusive of VAT, which will be added where it is chargeable. Any disbursements we incur on your behalf and expenses incurred in the course of carrying out our work for you will be added to our invoices where appropriate.

Unless otherwise agreed to the contrary, our fees do not include the costs of any third party, counsel or other professional fees.

If you are a business client, we reserve the right to charge interest on late-paid invoices at 8% above the Bank of England base rate, together with fixed-sum compensation and reasonable debt recovery costs, under the Late Payment of Commercial Debts (Interest) Act 1998. We also reserve the right to suspend our services, or to cease to act for you on giving written notice, if payment of any fees is unduly delayed. We intend to exercise these rights only where it is fair and reasonable to do so.

If you are a business client and do not accept that an invoiced fee is fair and reasonable, you must notify us within 21 days of receipt, failing which you will be deemed to have accepted that payment is due. If you are a consumer and have a query about an invoice, please raise it with us as soon as possible so that we can resolve it.

On termination of the engagement, you may appoint a new adviser. Where a new adviser requests professional clearance and handover information, we reserve the right to charge you a reasonable fee for the provision of handover information.

12. Implementation

We will only assist with implementation of our advice if specifically instructed and agreed in writing.

13. Intellectual property rights

We will retain all copyright in any document prepared by us during the course of carrying out the engagement save where the law specifically provides otherwise.

14. Interpretation

If any provision of this engagement letter, schedules of services or standard terms and conditions is held to be void, then that provision will be deemed not to form part of this contract and the remainder of this agreement shall be interpreted as if such provision had never been inserted.

In the event of any conflict between these standard terms and conditions and the engagement letter or schedules of services, the relevant provision in the engagement letter or schedules will take precedence.

15. Internal disputes within a client

If we become aware of a dispute between the parties who own or are in some way involved in the ownership and management of a business client, it should be noted that where our client is the business, we would not provide information or services to one party without the express knowledge and permission of all parties. Unless otherwise agreed by all parties we will continue to supply information to the registered office or normal place of business for the attention of the directors/proprietors. If conflicting advice, information or instructions are received from different directors/principals in the business, we will refer the matter back to the board of directors/the

partnership/the LLP and take no further action until the board/partnership/LLP has agreed the action to be taken.

16. Investment advice (including insurance distribution)

Investment business is regulated under the Financial Services and Markets Act 2000. We are not authorised by the Financial Conduct Authority to give investment advice. If, while we are providing services to you, you need advice on investments, including insurance, we may have to refer you to someone who is authorised by the Financial Conduct Authority or licensed by a designated professional body.

17. Lien

Insofar as we are permitted to do so by law and by the rules of our professional body, we may retain documents and records belonging to you that are in our possession, and on which we have carried out work for which our fees remain unpaid, until those fees and the related disbursements are paid in full.

This right does not extend to client money we hold for you, to your statutory books, records or registers, or to documents you need to meet a legal or regulatory obligation. We will not exercise this right in a way that would breach our professional obligations.

18. Limitation of liability

We will provide our services with reasonable care and skill. Nothing in our engagement letter, schedules of services or these terms limits or excludes our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot be limited or excluded by law.

Subject to the paragraph above, our liability to you is limited to losses, damages, costs and expenses directly caused by our negligence, fraud or wilful default.

Exclusion of liability for loss caused by others

We will not be liable for any losses, penalties, interest or additional tax liabilities to the extent that they are caused by the acts or omissions of any other person, by the provision to us of incomplete, misleading or false information, by a failure to act on our advice, or by a failure to provide us with relevant information.

In particular, where we refer you to another firm whom you engage with directly, we accept no responsibility in relation to their work and will not be liable for any loss caused by them.

Exclusion of liability in relation to circumstances beyond our control

We will not be liable to you for any delay or failure to perform our obligations under this engagement letter if the delay or failure is caused by circumstances outside our reasonable control.

Exclusion of liability relating to non-disclosure or misrepresentation

We will not be responsible or liable for any loss, damage or expense incurred or sustained if information material to the service we are providing is withheld or concealed from us or misrepresented to us.

This exclusion shall not apply where such misrepresentation, withholding or concealment is or should (in carrying out the procedures that we have agreed to perform with reasonable care and skill) have been evident to us without further enquiry beyond that which it would have been reasonable for us to have carried out in the circumstances.

Indemnity for unauthorised disclosure (business clients only)

If you are a business client, you agree to indemnify us and our agents in respect of any claim (including any claim for negligence) arising out of any unauthorised disclosure by you or by any person for whom you are responsible of our advice and opinions, whether in writing or otherwise. This indemnity will extend to the cost of defending any such claim, including payment at our usual rates for the time that we spend in defending it.

Optional cap (business clients only)
If you are a business client, our total aggregate liability to you arising from this engagement, whether in contract, tort (including negligence) or otherwise, shall not exceed our annual fee. You agree that this limit is reasonable, having regard to the nature of our services and the fees we charge. If you would like a higher limit, please tell us, and we will discuss whether this can be agreed, which may involve a higher fee.

19. Limitation of third-party rights

The advice and information we provide to you as part of our service is for your sole use and not for any third party to whom you may communicate it unless we have expressly agreed in the engagement letter that a specified third party may rely on our work. We accept no responsibility to third parties, including any group company to whom the engagement letter is not addressed, for any advice, information or material produced as part of our work for you that you make available to them. A party to this agreement is the only person who has the right to enforce any of its terms and no rights or benefits are conferred on any third party under the Contracts (Rights of Third Parties) Act 1999.

20. Period of engagement and termination

Unless otherwise agreed in the engagement letter, our work will begin when we receive your signed acceptance of that letter or your written confirmation by email. If you are a consumer, please also see clause 26 (Your right to cancel). Except as stated in the engagement letter, we will not be responsible for periods before that date.

Each of us may terminate this agreement by giving not less than 21 days' notice in writing to the other party, except where you fail to cooperate with us or we have reason to believe that you have provided us or HMRC with misleading information, in which case we may terminate this agreement immediately. Termination will be without prejudice to any rights that may have accrued to either of us prior to termination.

In the event of termination of this contract, we will endeavour to agree with you the arrangements for the completion of work in progress at that time, unless we are required for legal or regulatory reasons to cease work immediately. In that event, we shall not be required to carry out further work and shall not be responsible or liable for any consequences arising from termination.

If you engage us for a one-off piece of work (for example advice on a one-off transaction or preparation of a tax return for one year only) the engagement ceases as soon as that work is completed. The date of completion of the work is taken to be the termination date and we owe you no duties and we will not undertake further work beyond that date.

Where recurring work is provided (for example ongoing compliance work such as the completion of annual tax returns) the engagement ceases on the relevant date in relation to the termination as set out above. Unless immediate termination applies, in practice this means that the relevant termination date is:

- 21 days after the date of notice of termination; or
- A later agreed date

We owe you no duties beyond the date of termination and will not undertake any further work.

21. Professional body rules

We will observe and act in accordance with the bye-laws, regulations and ethical guidelines of the Association of Chartered Certified Accountants and will accept instructions to act for you on this basis.

You are responsible for bringing to our attention any errors, omissions or inaccuracies in your returns that you become aware of after the returns have been submitted in order that we may assist you to make a voluntary disclosure.

In particular, you give us the authority to correct errors made by HMRC where we become aware of them.

If we become aware of an error in your tax affairs and you do not agree to disclose it to HMRC, we may have to cease to act for you and tell HMRC that we no longer act for you. We may also be required to make a report to the National Crime Agency.

We will act in accordance with Professional Conduct in Relation to Taxation (PCRT). We will not advise on or promote arrangements that are contrary to PCRT, or that we consider would be counteracted under the general anti-abuse rule or any targeted anti-avoidance rule.

We are registered with HMRC as a tax adviser and will meet the standards HMRC requires of registered tax advisers.

We will not be liable for any loss, damage or cost arising from our compliance with statutory or regulatory obligations. You can see copies of these requirements at our offices. The requirements are also available online at https://www.accaglobal.com.

The implications of professional body membership as it relates to GDPR are set out in the privacy notice, which should be read alongside these standard terms and conditions of business.

22. Reliance on advice

We will endeavour to record all advice on important matters in writing. If you are a business client, advice given orally is not intended to be relied upon unless confirmed in writing; if you wish to rely on oral advice given in a meeting or telephone call, you must ask us to confirm it in writing. If you are a consumer, we recommend that you ask us to confirm any important oral advice in writing. In all cases, advice is valid only at the date it is given.

23. Retention of papers

You have a legal responsibility to retain documents and records relevant to your tax affairs. During the course of our work we may collect information from you and others relevant to your tax affairs. We will return any original documents to you if requested.

When we cease to act for you we will seek to agree the position on access to cloud-accounting records to ensure continuity of service. This may require you to enter direct engagements with the software providers and pay for that service separately. Documents and records relevant to your tax affairs are required by law to be retained as follows:

Individuals, trustees and partnerships

· with trading or rental income: five years and 10 months after the end of the tax year;

· otherwise: 22 months after the end of the tax year.

Companies, LLPs and other corporate entities

· six years from the end of the accounting period.

We will return original documents belonging to you on completion of the relevant work or on request. If you have not collected original documents within six months of our written request that you do so, we may securely destroy them.

We keep our client files, including correspondence and working papers, for seven years after the end of the period to which they relate, after which we may securely destroy them. Please tell us if you need any specific document returned to you, or retained for longer.

We are also required by the Money Laundering Regulations 2017 to keep records of your identification and verification for five years after our business relationship with you ends. We keep personal data only for as long as necessary, as set out in our privacy notice, which you should read alongside these terms.

24. The Provision of Services Regulations 2009 ('Services Directive')

In accordance with our professional body rules, we are required to hold professional indemnity insurance. Details about the insurer and coverage can be found at our offices or by request from us.

25. Consumer clients

In these terms, a "consumer" is an individual who engages us for purposes wholly or mainly outside their trade, business, craft or profession. A "business client" is any client who is not a consumer.
If you are a consumer, nothing in our engagement letter, schedules of services or these terms affects your statutory rights, including your rights under the Consumer Rights Act 2015. Where a term is stated to apply to business clients only, it does not apply to you.

26. Your right to cancel (consumers only)
If you are a consumer and our agreement was made at a distance (for example by email, post, telephone or electronic signature) or away from our business premises, you have the right to cancel it within 14 days without giving any reason. The cancellation period ends 14 days after the day our agreement is made.

To cancel, you must tell us of your decision by a clear statement before the cancellation period ends, by email to [email address] or by post to [postal address]. You may use the model cancellation form attached to our engagement letter, but you do not have to.

If you cancel, we will refund any payment you have made to us for our services no later than 14 days after the day we are told of your decision. We will use the same payment method you used, unless you expressly agree otherwise.

We will not start work during the cancellation period unless you expressly ask us to. If you ask us to start work and then cancel, you must pay an amount in proportion to the services we have provided up to the time you tell us you are cancelling.

If you asked us to start work during the cancellation period, and acknowledged that you would lose the right to cancel once the services were fully performed, you will lose that right once we have fully performed the services.

Company details

RMC Accounting Ltd Registered in England and Wales at The Barn, Chestnut Farm, Goredike bank, Gorefield, Wisbech, PE13 4NH. Company's registration number 07185999.
We are a firm of Chartered Certified Accountants regulated by the Association of Chartered Certified Accountants (ACCA). Our anti-money laundering supervisor is ACCA .