

Terms and Conditions

Rana and Co Accountants Limited

December 2020

These are the Terms and Conditions of Rana and Co Accountants Limited (Registered Number 06767337) registered office 97 Walbrook Road Derby DE23 8SF (the Office).

1. General

- a. These Terms and Conditions shall apply to the provision of accountancy services by Rana and Co Accountants Limited (Rana) as described in their Letter of Engagement (Engagement Letter).
- b. The 'Client' is the person or business who has entered a Contract with Rana for the provision of accountancy services. A business includes but is not limited to a sole trader, partnership, and all forms of company.
- c. The 'Contract' with the Client will be the Engagement Letter and these Terms and Conditions. If there is any conflict between the Engagement Letter and these Terms and Conditions, then the Engagement Letter shall take precedence.
- d. 'Day' excludes Saturday, Sunday, and UK Bank Holidays
- e. These Terms and Conditions and the Engagement Letter will represent the whole of the Terms between Rana and the Client. Any changes to these must be agreed upon in writing by Rana.

2. The Accountancy Services

- a. The Accountancy Services (the Services) currently provided by Rana include but are not limited to Annual Accounts, Corporation Tax Return, Confirmation Statement for Companies House, VAT Returns, Payroll, Directors Tax Return, Partnership Accounts, Self-Assessment Tax Returns, Auto Enrolment Provisions, Bookkeeping Services, Credit Control, Cloud Accounting, Taxation Review and Planning, Company Formation, Management Accounts and Budgets, Financial Planning, Capital Gains Tax planning, and advice.
- b. The Services to be provided for the Client are set out in the Engagement Letter and by proceeding the Client confirms they are sufficient for its purposes.
- c. The Services are prepared and provided for the agreed purpose only.
- d. The Services will commence on the date Rana receives written acceptance of the Engagement Letter unless the Engagement Letter states otherwise. Written acceptance can be by email, hard copy, or approved e-signature.
- e. When Rana gives advice, they will only assist with the implementation of that advice if specifically instructed and agreed in writing.
- f. Rana may provide documents to the Clients in draft form, but the Client must not rely on any draft documents provided.
- g. The Client will be advised of the date of their year-end and Rana strongly advise the Client to speak to Rana before the actual date of the year-end. However, it is the choice of the Client if they do so.

- h. If at any time the Client is uncertain what they have to do and what they have to produce they must ask Rana for help and advice.
- i. The Services will be supplied under the current rules of the Institute of Financial Accountants (IFA).

3. The Client

- a. Rana will be entitled to assume that the person giving them instructions has the authority to do so and they can rely on such information.
- b. If instructions are given on behalf of any organisation (e.g. a limited company, limited liability partnership, charitable incorporated organisation, or partnership) Rana is entitled to assume the Contract has been approved by the appropriate officers of the organisation. The signatories to the Engagement Letter warrant they have the authority by so signing.
- c. If instructions are given by more than one person or entity their liability will be joint and several.
- d. By jointly giving Rana instructions Clients accept that it is a condition that Rana can disclose all information to both Clients and be open with their advice and instructions. Each Client irrevocably authorises Rana to disclose information to the other joint Client which would otherwise breach confidentiality.
- e. If any joint Client refuses or restricts authority to disclose during provision of the Services, or if a conflict of interest arises between joint clients Rana can suspend or terminate the Services related to that matter to one or more of the joint clients without liability.
- f. Rana does not accept any duty of care or responsibility to any person other than the Client. Any third parties (including any group companies) who rely on the Services or any results of the Services shall do so entirely at their own risk. The Services are provided to the Client only and may not without our prior written consent be disclosed to any other party.

4. Client Identification and Verification

- a. Rana is required to identify and verify all Clients under the UK Anti Money Laundering legislation. Apart from exceptional circumstances, Rana cannot start work until this requirement has been met. Rana will request from the Client such information and documentation as required for these purposes and make searches of appropriate databases including ID verification software.
- b. A check carried out may require Rana to report to the appropriate government body and if this is done Rana may have to cease all Services until authorised by that body to continue. The duty of care on Rana to make the report overrides the duty of care to the Client and Rana has no liability for any loss, damage, or expense arising from such a delay.

5. Conflicts of Interest

- a. If there is a conflict of interest between Rana and a Client or between two independent Clients Rana will seek to address this using suitable safeguards to protect all Clients' interests.

- b. If any such conflicts cannot be managed in a manner that protects a Client's interest, they will be informed, and Rana will no longer be able to provide Services to them.
- c. Rana reserves the right to deliver Services to other Clients whose interests might compete with those of the Client or be adverse, to them. Subject to confidentiality obligations Rana will notify the Client if they become aware of any direct conflict of interest.

6. Electronic and Other Communication

- a. Rana will communicate with any Client and anyone they are instructed to contact by email or other electronic means.
- b. The recipient must take steps to virus check all emails and attachments.
- c. Rana will use virus scanning software to reduce the risk of viruses and other malware being transmitted through email or electronic storage devices.
- d. Rana cannot guarantee total security for electronic communication.
- e. Rana will not accept any liability for problems or accidental errors arising from electronic communications including on commercially sensitive materials.
- f. The Client cannot assume that Rana will encrypt all emails and attachments sent unless it has been agreed in writing.
- g. If the Client cannot accept the risk involved in using electronic communications, they must inform Rana who will communicate using post and hard copies except where electronic submissions are required.
- h. Any communication through the UK first class post is deemed to arrive two Days after posting.
- i. The Client is responsible for always informing Rana of their current address to ensure that any papers are sent to the correct address and do not go astray.
- j. When accessing HMRC records for a Client Rana will have access to a range of information about the Client but will only utilise what is needed to provide the Services.
- k. Rana will not be liable for any loss or damage arising from them acting on instructions that appear to have come from the Client unless it is obvious it would be negligent to do so.
- l. If during the provision of the Services the Client is provided with any password, code, or login they must keep this secure and not disclose this to any other party without written permission from Rana.

7. Fees

- a. The Engagement Letter will set out the Fees payable or the method of calculating the same. The Fee will be based on the skill required, the risk involved, urgency, importance, and the time spent on the Services.
- b. If Rana supplies a method of calculating the fee and an estimate that figure is not binding on Rana but intended to be an indication only.
- c. If Rana provides a Fixed Fee this will be for specific Services, If due to unforeseen events this Fee is not adequate the Client will be informed and given the option of proceeding at an increased Fee or withdrawing from the Contract and paying for all services supplied to date.

- d. If Rana sets out an hourly rate in the Engagement Letter different rates may be charged for different work and the skill of the person carrying out that work. The hourly rates are reviewed quarterly, and Rana reserves the right to amend the rates at any time.
- e. The Client authorises Rana to incur any disbursements necessary to complete the Services such as search fees, HMRC fees. Rana will endeavour to inform the Client before incurring these costs and will normally request they are paid to Rana to cover these expenses.
- f. If agreed to pay by Invoice upon completion of the Services, the Invoice is payable within 14 days.
- g. If it is agreed the Client will pay by monthly instalments, they will set up a payment system and make the payments on the date agreed each month.
- h. New clients will be asked to set up monthly payments through Go Cardless.
- i. If any payment is not paid by the due date, then Late Payment Charges will be made.
- j. Any disbursements incurred on the Client's behalf and not collected in advance will be added to the appropriate next following invoice.
- k. Rana reserves the right to charge the Client for travelling expenses, photocopying, and large postage services.
- l. Value Added Tax at the current rate will be charged on all fees, charges, expenses, and disbursements.
- m. The Fee will cover the time and expertise of Rana only plus any necessary disbursements. It will not cover any Third Party, legal, or other professional Fees.
- n. By proceeding the Client is authorising Rana to settle their account from any money they hold on behalf of the Client in any Client account.
- o. If any Fee, including any Direct Debit payment, or other expense payable through Rana is not paid by the due date Rana reserve the right to cease all services until the account is brought up to date without any liability to themselves.
- p. If any Fees are repeatedly not paid by the due date Rana reserves the right to request and receive payment in advance before proceeding with any further Services.

8. Payroll

- a. Where Rana provides the Client with Payroll services if the Client requires duplicates of any documentation then a charge (normally £30 per item but subject to review) will be made. This covers items such as payslips, P60, P45.
- b. Rana may send a Client a form P30 setting out their liability under PAYE. It is the Client's responsibility to make the payment on time.
- c. If the Client repeatedly makes minor requests for extra work and amendments to work done or does not supply accurate information on time Rana reserves the right to increase their Fee to cover the extra time caused by this.
- d. Rana does not normally produce a printed payslip for each payment. If an employee requires a printed payslip Rana will make an appropriate charge.

9. Cloud Accounting

- a. All new Clients will be asked to use the Xero Cloud Accounting system as this will increase efficiency and reduce costs. Basic training will be provided, and more advanced courses will be made available.

- b. Existing Clients will be encouraged to use the Xero Cloud Accounting system but can continue with their existing system if they wish. However, they may need to use bridging software to be compliant.
- c. If a Client already uses a different Cloud Accounting package this must be discussed with Rana who will make arrangements to facilitate this if reasonably possible.
- d. All Clients will currently be offered Receipt Bank to record their paperwork as they go.

10. Confidentiality

- a. Rana and the Client will keep all personal and business information confidential. All information that passes is considered confidential unless already in the public domain.
- b. The right to confidentiality will continue and not end when the Contract is terminated, or the Services are completed.
- c. Rana may employ Third Parties and Client information will be passed to them as far as needed to complete the Services. Such Third Parties will be required to comply with all confidentiality terms.
- d. Rana may be required to disclose confidential information for the purposes as set out in the Privacy Notice. Otherwise, neither party will disclose any information without the consent of the other party.
- e. The Client will not disclose to a third party any advice, opinions, or documents provided by Rana without their written consent except as required by law, a court, or other government authority.

11. Intellectual Property

Rana will retain all copyright in all documents produced and processes used in the course of providing the Services except where the law specifically states otherwise.

12. Internal Disputes Within a Client

- a. Should Rana become aware of a dispute between the parties who own a Client or are in some way involved in the ownership or management of the Client Rana would not become involved. Without the express consent of the other party, Rana would not provide information to one party and not the other and would not provide Services to one party and not the other.
- b. Rana would always continue to supply all information to all parties.
- c. If Rana receives conflicting instructions or information from different people within a business of the same level Rana will not act on any of this but refer it back to the Client to decide upon one course of action and communicate that to Rana.

13. Liability

- a. Rana will provide their services with reasonable care and skill.
- b. The liability of Rana to the Client is limited to losses, damages, costs, and expenses directly caused by negligence, fraud, or wilful default.

- c. Rana will not be responsible for any penalties, losses, interest, or additional tax liabilities caused by the acts or omissions of the Client or any other person due to the provision of incomplete, misleading or false information, or from the failure to act on advice provided by Rana or a failure to provide Rana with relevant information.
- d. If Rana refers the Client to another firm that is engaged by the Client directly Rana has no responsibility for the Services supplied by them to the Client.
- e. Rana is not responsible for any loss, damage, or expense incurred or sustained should information material to the Services being provided be withheld or concealed from them or misrepresented to Rana.
- f. The Engagement Letter may specify an aggregate limit of liability and that will be the maximum aggregate liability of Rana to the Client.
- g. The Client must ensure that any information, materials, or documents that they or a third party on their behalf provide to Rana are complete, accurate and up to date to enable Rana to properly provide the Services. The Client must inform Rana of any other information of which they become aware that may be relevant to the Services.
- h. The Client warrant that they have all necessary permissions, consents, and authorisation to supply information to Rana and are not infringing on the rights of any third parties.
- i. The Client cannot assume that information provided to Rana during other matters will be taken into account to provide the Services.
- j. Rana shall not be responsible for verifying any information that is supplied to them unless agreed otherwise in writing.
- k. If Rana instructs, liaises with, or coordinates advice from other professional advisers including accountants and solicitors they have no liability for the accuracy or competency of the advice given or work carried out or for payment of their fees or expenses.
- l. Whilst Rana may consider and express an opinion if asked by the Client on legal documents or commercial matters, they accept no liability for this. The Client must consult a lawyer before proceeding with legal documents or matters. The Client must discuss the commercial viability of a project or transaction with other suitably qualified or experienced individuals before proceeding.
- m. Nothing in these Terms shall exclude or limit liability for death or personal injury caused by the negligence of Rana or fraud, fraudulent misrepresentation, or any liability that cannot be limited or excluded by law.
- n. Rana will not be liable for any indirect or consequential loss or damage or the loss of any profit, income, savings, opportunity, corruption of data, wasted management or staff time, or damage to goodwill arising in any circumstances.
- o. The liability of Rana is limited to the Services set out in the Engagement Letter and nothing further.
- p. The Client accepts that Rana is providing the Services. The Client agrees that they will not bring any claim whatsoever against any directors, consultants, employees, and agents of Rana in a personal capacity.
- q. Rana has no responsibility or liability for notifying the Client of any event or change in the law after the date on which the Services were provided unless agreed in writing.
- r. Rana will not notify the Client of changes to their bank details by email and the Client must not rely on any such email.
- s. Clause 14 will continue after the Contract is terminated.

14. Force Majeure

Should Rana be prevented, hindered, or delayed from performing their obligations under the Contract by circumstances outside of their control (including without limitation acts of God, flood, drought, earthquake, other natural disasters, epidemic or pandemic, a terrorist attack, war, civil commotion or riots, war, the threat of or preparation for war, armed conflict, the imposition of sanctions, embargo or breaking off diplomatic relations, nuclear, chemical or biological contamination, any law or action by government or public authority, the collapse of buildings, fire explosion or accident, any labour dispute or strike, non-performance by suppliers or subcontractors, interruption or failure of utility service, any action or order from the government, travel restrictions) they shall be relieved from performing their obligations and will not be in breach of the Contract or otherwise liable for any such failure or delay in the performance of such obligations.

15. Indemnity

- a. The Client will indemnify Rana and its agents against any claim, including negligence, arising from any unauthorised disclosure by the Client or anyone responsible to them of the advice or opinions of Rana whether in writing or otherwise.
- b. This indemnity will extend to the cost of defending any such claim including payment at usual rates for time spent defending it.
- c. The advice and information provided by Rana is for the sole use of the Client and not for use by any Third Party unless agreed in writing by Rana
- d. No Third-Party has any right to enforce any contract and only a party to the Contract can enforce its terms.

16. Insurance

Rana will always maintain adequate professional indemnity insurance in connection with the Services. Details about the insurer and coverage can be found at the offices or requested directly from Rana.

17. Return of Documents

- a. On completion of Services and payment of all invoices, the Client must make arrangements to collect all papers provided to Rana to enable the completion of the Services.
- b. If the papers are not collected by the Client within three months of completion Rana will provide 30 days' notice to the Client that they will destroy the papers unless collected by the Client or they make arrangements for these to be collected.
- c. The Client must be aware that legally they should retain all such papers for seven years due to possible queries and investigations by HMRC and if they cannot produce the papers this could face serious financial implications for them. Rana does not accept any liability in these circumstances.

- d. If the Client has problems arranging such collection, they must contact Rana immediately and Rana can make arrangements for them to be stored safely or delivered to the Client subject to payment of a charge.
- e. Rana is entitled to keep copies of any documents and papers prepared by them and any other relevant documents. They will retain the files for seven years from the date of completion of the Services unless there is a reason to keep them longer.

18. Cancellation by a private individual

- a. If the Client is a private individual and not a business and the Contract to provide services is concluded away from the offices of Rana (such as by telephone, email, or via the website) they have the right to cancel any contract made with Rana within 14 days of written acceptance of the Engagement Letter without giving any reason.
- b. Rana will inform the Client of this right when the Engagement Letter is signed.
- c. To exercise the right of cancellation the Client must clearly state their decision by email or post or otherwise in writing to the Office before the cancellation period has expired.
- d. If the Client cancels the contract within 14 days Rana will reimburse any money paid on account.
- e. If the Client requests Rana to commence the Services within the 14 days, then Rana can charge the Client for that work so carried out even if they subsequently cancel.
- f. The Client can in writing waive their right of cancellation if they are clear they will not want to exercise the right and want Rana to proceed immediately.

19. Period of engagement

- a. The Services will start when Rana receives the acceptance of the Engagement Letter in writing and they will not be responsible for periods before that date unless stated otherwise.
- b. If the Client is a private individual/consumer and the Contract has been made away from the offices of Rana the Services will start 14 days from when Rana receives the written acceptance of the Engagement Letter unless the Client expressly asks them to proceed immediately in writing.

20. Termination

- a. Each party may terminate the Contract by giving not less than 21 days' notice in writing to the other party.
- b. Rana can terminate the Contract immediately if it believes that the Client has acted in bad faith, committed a material breach of these Terms, is believed to be insolvent, failed to cooperate with them or they have reason to believe the Client has provided Rana or HMRC with incorrect, incomplete or misleading information.
- c. Rana may terminate the Contract or suspend the Services if the Client fails to pay any Invoice by the due date or fails to provide adequate instructions within a reasonable time frame
- d. Termination of the Contract will not affect any rights that had accrued before the termination.

- e. If the Contract is terminated the Client will remain liable for any fees, expenses, disbursements, and other charges incurred to the date of termination and any fees necessary to transfer the matter to another adviser.
- f. If the Contract is terminated Rana will endeavour to agree with the Client, the arrangements for the completion of the work in progress at that time unless required to cease immediately for legal reasons.
- g. If Rana is engaged for a one-off piece of work (e.g. tax return for one year) the engagement ceases as soon as the work is completed. The date of completion is the termination date and Rana owes the Client no duties beyond that date.
- h. If the Contract is for recurring work (e.g. annual tax returns) the engagement ceases when the Contract is terminated as above.
- i. Rana will owe the Client no duties beyond the date of termination.
- j. If Rana ceases to act for a Client using Cloud Accounting records the Client will need to make arrangements to ensure ongoing access to these records possibly by entering direct arrangements with the software providers and paying the fee required to them. Rana can advise on the time you are required by law to retain the documents and records relating to your tax affairs.

21. Professional Body Rules

- a. Rana will act following the regulations and ethical guidelines of the Institute of Financial Accountants (IFA) and will accept instructions from the Client on that basis.
- b. The Client is responsible for bringing to the attention of Rana any errors, omissions, or inaccuracies in any returns that the Client becomes aware of after the returns have been submitted so that Rana can assist the Client to make a voluntary disclosure.
- c. The Client is deemed to have given Rana authority to correct errors made by HMRC if they become aware of them.
- d. Rana will not undertake tax planning that breaches Professional Conduct in relation to Taxation. They will comply with the general anti-abuse rule and the targeted anti-avoidance rules.
- e. Rana will not be liable for any loss, damage, or cost arising from its compliance with statutory or regulatory obligations.

22. Lien

Rana reserves the right to exercise a lien to the extent allowed by law and professional guidelines over all funds, documents, and records in their possession relating to all engagements for the Client until all outstanding Fees and disbursements are paid in full.

23. Reliance on Advice

- a. Rana will endeavour to record all advice on important matters in writing.
- b. Advice given orally is not intended to be relied upon unless confirmed in writing. If the Client wishes to rely on advice given at a meeting or on the telephone, they must ask Rana to confirm it in writing.
- c. Any advice given is only valid on the date it is given.

24. Commission

In some circumstances, Rana may receive commissions or other benefits for introductions to other professionals or regarding transactions that Rana arranges for the Client. If this occurs Rana will inform the Client of the amount and terms of payment of such benefits or commission.

25. Complaints

- a. Rana is committed to providing an efficient and effective service to all Clients. If a Client should feel the Service was unsatisfactory, they will take all reasonable steps to rectify the situation. Every issue will be promptly and carefully attended to, and Rana will explain the position to the Client in detail.
- b. However, should a Client wish to complain about any aspect of the Services provided by Rana they should initially raise the issue with the Client Manager dealing with their matter and put the details in writing.
- c. The Client Manager will seek to have a meeting to discuss the issue with the Client and find an acceptable resolution to the problem.
- d. If the Client is not satisfied with the outcome the matter will be referred to the Office Manager at the Office who will also try to find a solution by discussing the issue with the Client
- e. If the Client remains dissatisfied with the response the matter will be passed to Abdul Ahid Rana the Director of Rana to seek a resolution.
- f. If the Client is still not satisfied, they can refer their complaint to the professional body of the IFA.

26. Variation

No variation of the Contract shall be effective unless in writing and signed by Rana and the Client.

27. Notices

Any notice or other communication given under or in connection with these Terms and Conditions shall be in writing and sent to the address given in the Letter of Engagement or such other address specified for that purpose and will be delivered personally, sent by next working day tracked delivery, commercial courier or tracked email.

28. Severance

If any part of these Terms and Conditions shall be deemed unlawful, void, or for any reason is unenforceable, then that provision shall be deemed to be severable from the Terms and Conditions and shall not affect the validity and enforceability of any of the remaining provisions.

29. Waiver

The waiver by Rana of a breach, default, delay, or omission of any of these terms or the Letter of Engagement by the Client will not be construed as a waiver of any preceding or

subsequent breach of the same or other provisions.

30. Third-Party Rights

Unless it expressly states otherwise, any Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract.

31. The Law

The Contract and any dispute or claim arising from or in connection with it or these Terms and Conditions shall be governed by the laws of England and Wales.