

TERMS OF ENGAGEMENT AGREEMENT AND DATA PROTECTION AND PRIVACY CONSENT

RAK ACCOUNTANCY SOLUTIONS LTD

TERMS OF ENGAGEMENT

The following Terms of Engagement (the Agreement) is effective at the date of the electronic signature.

Service Provider: RAK Accountancy Solutions Limited, located:

**The Studio
Blofields Loke
Aylsham
Norfolk
NR11 6ES**

**First Floor
Station Road
Hoveton
Norfolk
NR12 8UR**

The purpose of this document is to set out the basis on which we are engaged to act for you and our respective areas of responsibility. In addition the document meets our commitment to data protection in accordance with GDPR guidance applicable from 25th May 2018.

Your responsibility

1. You have undertaken to make available to us, all accounting records, tax records and related financial information necessary for the completion of the services we provide to you. You will make full disclosure to us of all relevant information.
2. You are responsible for supplying all information in a timely manner to give sufficient timescale for work to be completed. We will always endeavour to achieve deadlines, however any penalties or interest received as a result of late submission of information will be your responsibility.
3. You are responsible for ensuring that, to the best of your knowledge and belief, financial information, whether used by the business or for the accounts, is reliable. You are also responsible for ensuring that the activities of the business are conducted honestly, that its assets are safeguarded, and to establish arrangements to deter fraudulent or other dishonest conduct and to detect any that occur.
4. You are responsible for ensuring that the business complies with the laws and regulations applicable to its activities, to establish arrangements designed to prevent any non-compliance and to detect any that occur.
5. Although we will endeavour to provide reminders, these should not be relied upon and it is your responsibility to ensure due amounts are paid on time in full. Penalties and interest arising from non or late payment where notification has previously been supplied will be your responsibility. Our appointment does not absolve you from your statutory obligations.
6. We will provide our professional services with reasonable care and skill. However, we will not be responsible for any losses, penalties, surcharges, interest or additional tax liabilities arising from the supply by you or others of incorrect or incomplete information, or your or others' failure to supply any appropriate information or your failure to act on our advice or respond promptly to communications from us or the tax authorities.

Responsibilities of the Accountants

1. We shall complete all work based on the records, information and explanations given to us by you. We will complete all work and where required, obtain your signature as approval and advise amounts to be paid over the HM Revenue and Customs. We shall plan our work on the basis that no report is required by statute or regulation for the year, unless you inform us in writing to the contrary.
2. Our work as the compilers of annual accounts will not be an audit of the accounts in accordance with Auditing Standards. Consequently our work will not provide any assurance that the accounting records or the accounts are free from material misstatement, whether caused by fraud, other irregularities or error.
3. We have a professional duty or care to compile accounts which conform to generally accepted accounting principles and standards. Where we identify that the accounts do not conform to accepted accounting principles, or if the accounting policies adopted is not immediately apparent, we will report this to you.
4. As part of our normal procedures we may request you to provide written confirmation of any information or explanations given to us verbally during the course of our work.
5. We will deal with all communications addressed to us by HM Revenue and Customs or passed to us by you. However, if HM Revenue and Customs select any work for further checks, this work may need to be the subject of a separate assignment in which case we will seek further instructions from you.

General tax advice

1. Should you require it, we can offer assistance with your tax affairs. If your tax affairs situation requires specialist assistance beyond the scope of our skills, we will advise accordingly.
2. Tax legislation changes frequently and we would recommend that you ask us to review any advice already given if a transaction is delayed, repeated, or if an apparently similar transaction is to be undertaken.

Investment services

1. We are not authorised by the Financial Services Authority to conduct Investment Business. If you require investment business services we will refer you to a firm authorised by the Financial Services Authority.

Commissions or other benefits

1. In some circumstances, commissions or other benefits may become payable to us in respect of transactions which we arrange for you, in which case you will be notified in writing of the amount, and terms of payment and receipt of any such commissions or benefits. The fees that would otherwise be payable by you as described will not take into account the benefit to us of such amounts. You consent to such commission or other benefits being retained by us without our being liable to account to you for any such amounts.

Clients' monies

1. We do not hold money on behalf of our clients.

Regulatory requirements

1. We reserve the right to disclose our files to regulatory bodies in the exercise of their powers.

Quality of service

1. We aim to provide the best possible service to our clients. If you would like to discuss how our service could be improved please let us know by telephoning RAK Accountancy Solutions Ltd
2. We undertake to look into any complaint carefully and promptly and do all we can to explain the position to you. We will do everything reasonable to put matters right. Prompt communication enables us to take prompt action on your behalf.

Fees

1. Our fees are computed on the basis of the time spent on your affairs by the partners and our staff and on the levels of skill and responsibility involved. Unless otherwise agreed, our fees will be billed at appropriate intervals during the course of the year and will be due on presentation. If work is required which is outside the scope of this letter, for example dealing with enquiries into a tax return, then this will be a separate engagement for which additional fees will be chargeable. We will add value added tax, if applicable, at the current rate.
2. Our invoices are payable on presentation unless credit terms have been agreed in writing. We reserve the right to charge interest at 3% above the Bank of England base rate in the case of overdue accounts. We may terminate our engagement and cease acting if payment of any fees billed is unduly delayed. However, it is not our intention to use these arrangements in a way that is unfair or unreasonable.

Limitation of liability

1. The advice that we give to you is for your sole use and does not constitute advice to any third party to whom you may communicate it.
2. We will provide the professional services outlined in this letter with reasonable care and skill. However, we will not be responsible for any losses, penalties, surcharges, interest or additional tax liabilities arising from the supply by you or others of incorrect or incomplete information, or from the failure by you or others to supply any appropriate information or your failure to act on our advice or respond promptly to communications from us or the tax authorities.
3. You agree to hold harmless and indemnify us against any misrepresentation (intentional or unintentional) supplied to us orally or in writing in connection with this agreement. You have agreed that you will not bring any claim in connection with services provided to you by the firm against any of our employees on a personal basis.

Electronic communication

1. E-mail may be used to enable us to communicate with you. As with other means of delivery this carries with it the risk of inadvertent misdirection or non-delivery. It is the responsibility of the recipient to carry out a virus check on any attachments received.
2. As Internet communications are capable of data corruption we do not accept any responsibility for changes made to such communications after their despatch. For this reason it may be inappropriate to rely on advice contained in an e-mail without obtaining written confirmation of it. All risks connected with sending commercially sensitive

information relating to your business are borne by you and are not our responsibility. If you do not accept this risk, you should notify us in writing that e-mail is not an acceptable means of communication.

Applicable law

1. This engagement letter shall be governed by, and construed in accordance with, English Law. The Courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the engagement letter and any matter arising from it. Each party irrevocably waives any right it may have to object to an action being brought in those Courts, to claim that the action has been brought in an inconvenient forum, or to claim that those Courts do not have jurisdiction.

Data protection

1. Please refer to the Data Protection and Consent policy later in this document.

Money laundering

1. We have a duty under section 330 of the Proceeds of Crime Act 2002 to report to the National Criminal Intelligence Service (NCIS) if we know, or have reasonable cause to suspect, that you, or anyone connected with your business, are or have been involved in money laundering. Failure on our part to make a report where we have knowledge or reasonable grounds for suspicion would constitute a criminal offence.
2. The offence of money laundering is defined by section 340(11) of the Proceeds of Crime Act and includes the acquisition, possession or involvement in arrangements for concealing the benefits of any activity that constitutes a criminal offence in the UK. This definition is very wide and would include:
 - tax evasion through deliberate understatement of income or overstatement of expenses or stocks; or
 - deliberate failure to inform the tax authorities of known underpayments.
3. We are obliged by law to report to NCIS without your knowledge and consent and in fact we would commit the criminal offence of tipping off under section 333 of the Proceeds of Crime Act were we to inform you of any suspicions or that a report had been made.
4. We are not required to undertake work for the sole purpose of identifying suspicions of money laundering. We shall fulfil our obligations under the Proceeds of Crime Act 2002 in accordance with the guidance published by The Institute of Chartered Accountants in England and Wales.

Agreement of Terms of Engagement

1. Once it has been agreed, this letter will remain effective from the date of signature until it is replaced. Either party may vary or terminate our authority to act on your behalf at any time without penalty. Notice of termination must be given in writing.

DATA PROTECTION NOTICE AND CONSENT

The purpose of this notice

1. As part of our arrangement with you, RAK Accountancy Solutions Ltd (“we”, or “us” or “our”) has certain obligations under privacy laws, including the Data Protection Act (the “Act”) to notify individuals how it will process any personal information it collects about them.
2. This notice will inform you of what personal information we collect, how that information is used, where it is transferred, and how you may view and amend such information.
3. You may be assured that we will treat all personal information as confidential and will not process it other than for legitimate purposes. Steps will be taken to ensure that the information is accurate, kept up to date and not kept for longer than is necessary. Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the information.

Telephone calls

1. We do not record telephone calls.

What type of personal data will be processed?

1. We collect and process various personal data about you for the legitimate purposes of providing our services.
2. “Processing” is defined in the Act but could include obtaining, recording or holding information or data.
3. “Personal Data” is information which can identify you as a living individual, including where used in conjunction with other information. Common examples of personal data which may be collected and used by us in our day to day business activities include:

- Name.
 - Date of Birth.
 - Gender.
 - Ethnicity.
 - Marital Status.
 - Address.
 - Telephone number.
 - E-Mail Address.
 - Job Title.
 - Bank account and other financial details.
 - National Insurance number and Unique Tax Reference number (UTR).
4. Depending upon the types of products and services you require, the information collected and processed may also contain sensitive personal data for the purposes of the Act, which includes information held by us as to
- Your physical and mental health or condition.
 - Sexual life.
 - Criminal offences committed by you or alleged to have been committed by you.
 - Any proceedings for an offence committed or alleged to have been committed by you, including the outcome or sentence in such proceedings.
 - Your political opinions, religious or similar beliefs.
5. Any information which we receive fairly and lawfully relating to one of the above categories constitutes sensitive personal data. Examples of likely items which may contain sensitive personal data (although this is not an exhaustive list) are life assurances, medical reports and SSP self certification forms.
6. Please note, that, as with personal data, you have the freedom of choice when it comes to your decision as to whether you provide us sensitive personal data. In addition to your right to request that we stop processing your personal data and sensitive personal data at any time, you have an opportunity at the end of this Notice to choose not to provide sensitive personal data to us at all.
7. You should however note that if you exercise this right or subsequently request that we stop processing all or part of your personal data and/or sensitive personal data, this could impact on our ability to provide you with certain types of services and may ultimately result in us being unable to provide them to you at all.

How will my personal and sensitive data be collected and used?

1. We collect personal and sensitive data from you to the extent necessary to provide advice and services and legitimate related marketing activities.
2. We may process your personal data and sensitive personal data for the following reasons:
3. The administration, management and provision or advice or services in relation to accountancy and taxation and other legitimate business processes and activities.
4. Compliance with legal, regulatory and other good governance obligations.
5. This list is not exhaustive and may be updated from time to time as business needs and legal requirements dictate.

Data storage

1. Including but not limited to, the following methods:
 - Computer, including desk-based PC, laptop, tablets, surface, hosted servers
 - Paper
 - Mobile phones
 - Electronic storage system

Security of personal data

1. Our premises at Aylsham and Hoveton are protected by security alarm systems.
2. Filing Cabinets are no longer in use for new documents – these are now stored electronically. Where historical documents are filed for document retention purposes, the cabinets are kept locked, with restricted access.
3. All accounting software is cloud based on servers hosted with reputable software providers (full details available on request).
4. Our payroll software is stored on our internal work network and is password protected.
5. Clients own paperwork is retained in a restricted area, accessed by own staff only.

Sharing of Personal Data

1. Your personal data will be made available for the purposes previously mentioned above and only to responsible management, accounting, compliance, information technology and other corporate staff.
2. It may also be made available to third parties providing relevant services to us, including regulatory support.
3. Certain personal data will also be reported to government authorities where required by law and for tax or other purposes.
4. It may also be released to external parties as required by legislation, or by legal process, as well as to companies you authorise us to release your personal data to.
5. We will not sell your personal data to any third party.

Marketing and ongoing services

1. Primarily, we will contact you about our advice, services we manage for you and matters relevant to these. However, our service propositions include supply of postal or electronic budget updates, newsletters and market commentaries as standard services. These items include a variety of information and we consider this relevant and value added and therefore not requiring consent.
2. If you terminate our services, you will no longer receive these items. However, we might retain your contact details to let you know about products, services, promotions and other information we think might be of interest.

Direct marketing by post and telephone

1. We may wish to provide you with information about new products, services, promotions, and other information in which we think you may be interested. We may send you such information by post and text message; unless you have registered with the appropriate Preference Service (we would be grateful if you could let us know if this is the case).
2. If we advise you or arrange a product or service for you, we may retain your contact details for future mailings.

If you do not want your information used for direct marketing by post and telephone purposes, please contact us and we will not send you any such marketing.

E-Mail marketing

1. We would also like to provide you with the above information by e-mail. If you are a customer or you have previously asked for information on our products and services:
2. We may contact you regarding products and services or other matters between us, or your customer relationship with us, or send you information by e-mail, unless you have asked us not to do so.

If you decide at any time that you no longer want to receive marketing e-mails from us, please contact us and we will not send you any such marketing.

Your right to review and amend your personal data

1. You have the right to review your personal data and sensitive personal data held by us and have any inaccurate information about you corrected.
2. If you wish to do so, or to notify a change in your details, please contact our Compliance Officer in writing at The Studio, Blofields Loke, Aylsham, Norfolk, NR11 6ES
3. You may be charged a fee (subject to the statutory maximum) for supplying you with such data.
4. How to request that we cease processing your personal and sensitive data
5. If at any time you wish us to cease processing your personal data or sensitive personal data, or contacting you for marketing purposes, please contact our Compliance Officer as above.

Your consent

1. If you do not consent to us processing all or part of your personal data and/or sensitive personal data, this could impact upon our ability to provide you with certain types of services and may ultimately result in us being unable to provide them to you at all. If you are not in agreement with the statement below, please decline this form and contact us to discuss.

I consent to RAK Accountancy Solutions Limited processing my personal and sensitive personal data	a
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DECLARATION

1. By electronically signing this document, you are confirming that you accept our Terms of Engagement and the Data Protection Notice and give your consent applicable to the Data Protection Notice. Your acceptance and consent will apply to you as an individual and also to any business (Sole trader / Partnership / Limited Company) that you are assigned to in our records.