

TERMS AND CONDITIONS

Updated on 06/03/2026

INTRODUCTION

1. MSI Accountex Ltd is Registered in England No. 16873595, Registered Office, Rear Office, 24 Churchfield Road, London, W3 6EG, UK

These terms and conditions set out the general terms under which we undertake our business. The specific conditions relating to particular assignments will be covered in your Engagement Letter and Fee Terms.

APPLICABLE LAW

2. This engagement letter, the schedule of services and our standard terms and conditions of business are governed by and should be construed in accordance with UK law. Each party agrees that the courts of the UK 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.

E-SIGNATURE

3. MSI Accountex Ltd uses secure electronic email to forward clients compliance disclosures for them to review and reply by return email to us. By replying to our email stating **'I agree, you confirm acceptance of these terms and conditions and acknowledge that such electronic acceptance shall have the same legal effect as a handwritten signature.'**

You acknowledge that it is a legally binding equivalent of your handwritten signature. You also agree that it has the same validity and meaning as your handwritten signature and you will not, at any time in the future, repudiate the meaning of your electronic email reply as not legally binding. (alternatively, you can print and sign the confirmation page and return via email).

BRIBERY ACT 2010

4. In accordance with the requirements of the Bribery Act 2010, we have policies and procedures in place to prevent the business and its partners and staff from offering or receiving bribes.

CLIENT MONIES

5. It is our policy not to hold client money. We do not have a client account.

6. Fees paid by you in advance for professional work to be performed and clearly identifiable as such shall not be regarded as clients' monies.

COMMISSIONS OR OTHER BENEFITS

7. In some circumstances, commissions or other benefits may become payable to us in respect of

transactions which we arrange for you. Where this happens, we will notify you in writing of the amount and terms of payment. The same will apply where the payment is made to, or transactions are arranged by a person or business connected with ours.

COMMUNICATION

8. Unless you instruct us otherwise, we may, where appropriate, communicate with you and with third parties via email or by other electronic means. The recipient is responsible for virus checking emails and any attachments.

9. 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 and we cannot be held responsible for damage or loss caused by viruses nor for communications which are corrupted or altered after dispatch. Nor can we accept any liability for problems or accidental errors relating to this means of communication especially in relation to commercially sensitive material. These are risks you must bear in return for greater efficiency and lower costs. If you do not wish to accept these risks, please let us know and we will communicate by paper mail, other than where electronic submission is mandatory.

You acknowledge the risks associated with electronic storage and transmission of data, including cyber-security risks. Whilst we maintain reasonable security measures, we cannot guarantee that electronic systems, communications, or data storage will be free from unauthorised access, corruption, interception, loss, or cyber-attack.

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

CONFIDENTIALITY

11. Communication between us is confidential and we shall take all reasonable steps to keep confidential your information except where we are required to disclose it by law, by regulatory bodies, by our insurers or as part of an external peer review. Unless we are authorised by you to disclose information on your behalf this undertaking will apply during and after this engagement.

12. We may, on occasions, subcontract work on your affairs to other book-keeping, tax or accounting professionals. The subcontractors will be bound by our client confidentiality terms.

13. We reserve the right, for the purpose of promotional activity, training or for other business purpose, to mention that you are a client. As stated above we will not disclose any confidential information.

CONFLICTS OF INTEREST

14. We will inform you if we become aware of any conflict of interest in our relationship with you or in our relationship with you and another client. Where conflicts are identified which cannot be managed in a way that protects your interests then we regret that we will be unable to provide further services.

15. If there is a conflict of interest that is capable of being addressed successfully by the adoption of suitable safeguards to protect your interests, then we will adopt those safeguards. Where possible this will be done based on your informed consent. 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.

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

16. 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 which you make available to them. A party to this agreement is the only person who has the right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

DATA PROTECTION ACT 2018

17. We confirm that We will comply with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018 when processing personal data about you and your family. In order to carry out the services of this engagement and for related purposes such as updating and enhancing our client records, analysis for management purposes and statutory returns, legal and regulatory compliance and crime prevention we may obtain, process, use and disclose personal data about you.

DISENGAGEMENT

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

19. Should we have no contact with you for a period of 12 months or more we may issue a disengagement letter and hence cease to act.

ETHICAL GUIDELINES

20. We are bound by the accountants' ethical guidelines and accept instructions to act for you on the basis that we will act in accordance with those ethical guidelines. We will not be liable for any loss, damage or cost arising from our compliance with statutory or regulatory obligations.

FEES

21. We operate fixed fees, quoted in advance.

22. 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 assurance 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.

23. We will bill upon completion of the work or in advance and our invoices are due for payment on the due date as shown on the invoice. 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.

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

25. It is our normal practice to require payment upon completion of ad hoc work and prior to submission to **HMRC** or **Companies House**

26. We reserve the right to charge interest on late paid invoices at the rate of 1% above bank base rates 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.

27. If you do not accept that an invoiced fee is fair and reasonable you must notify us within 7 days of receipt, failing which you will be deemed to have accepted that payment is due.

28. In the case of a dispute over the level of fees charged we reserve the right to require that the matter is dealt with through arbitration. We recommend that arbitration is undertaken by the fee arbitration service provided by the Association of Chartered Certified Accountants.

IMPLEMENTATION

29. We will only assist with the implementation of our advice if specifically instructed in writing.

INTELLECTUAL PROPERTY RIGHTS

30. 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.

INTERPRETATION

31. If any provision of the engagement letter or schedules is held to be void, then that provision will be deemed not to form part of this contract.

32. In the event of any conflict between these terms of business and the engagement letter or appendices, the relevant provision in the engagement letter or schedules will take precedence.

INVESTMENT SERVICES

33. Investment business is regulated under the Financial Services and Markets Act 2000.

34. If, during the provision of professional services to you, you need advice on investments, including insurances, we may have to refer you to someone who is authorised by the Financial Conduct Authority (FCA) or licensed by a Designated Professional Body as we are not.

LIEN

35. Insofar as permitted to do so by law or professional guidelines, we reserve the right to exercise a lien over all funds, documents and records in our possession relating to all engagements for you until all outstanding fees and disbursements are paid in full.

LIMITATION OF LIABILITY

36. We shall provide our services with reasonable care and skill. Our liability shall be subject to the limitations set out in clauses 37 to 41 below

37. Exclusion of liability for loss caused by others.

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

38. Exclusion of liability in relation to circumstances beyond our control.

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

39. Exclusion of liability relating to the discovery of fraud etc.

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 wrongly misrepresented to us or from fraudulent acts, misrepresentation, or willful default on the part of any party to the transaction and their directors, officers, employees, agents or advisers. This exclusion shall not apply where such misrepresentation, withholding or concealment is or should (in carrying out the procedures which we have agreed to perform with reasonable care and skill) have been evident to us without further enquiry.

40. Indemnity for unauthorised disclosure

You agree to indemnify us and our agents in respect of any claim (including any claim for negligence) arising out of any unauthorised disclosure 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 defending it.

41. Limitation of aggregate liability

Our aggregate liability to you, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising out of or in connection with the services provided under this engagement, shall be limited to **£250,000** in respect of any one claim.

Nothing in this agreement shall exclude or limit liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, or any other liability which cannot lawfully be excluded or restricted.

You agree that you will not bring any claim personally against any director, principal, shareholder, consultant or employee of **MSI Accountex Ltd** in relation to services provided under this engagement..

MONEY LAUNDERING REGULATIONS 2017

42. In accordance with the Proceeds of Crime Act and Money Laundering Regulations 2017 you agree to waive your right to confidentiality to the extent of any report made, document provided or information disclosed to the National Crime Agency (NCA).

43. You also acknowledge that we are required to report directly to NCA without prior reference to you or your representatives if during the course of undertaking any assignment the person undertaking the role of Money Laundering Reporting Officer becomes suspicious of money laundering.

44. As with other professional services firms, we are required to identify our clients for the purposes of the UK anti-money laundering legislation. We may request from you, and retain, such information and documentation as we require for these purposes and/or make searches of appropriate databases.

We shall not be responsible for any penalties, interest, surcharges, additional tax liabilities, or other costs arising where information, records, or documentation required for the performance of our services is provided late, incomplete, inaccurate, or misleading.

We reserve the right to delay, suspend, or cease acting for you where satisfactory identity verification documentation, source of funds evidence, or other information required for compliance with anti-money laundering legislation is not provided upon request.

45. Copies of such records will be maintained by us for a period of at least five years after we cease to act for the business.

NOTIFICATION

46. We shall not be treated as having notice, for the purposes of our accounts & tax responsibilities, of information provided to members of our firm other than those engaged on the specific assignment (for example, information provided in connection with accounting, taxation and other services).

PERIOD OF ENGAGEMENT AND TERMINATION

47. Unless otherwise agreed in the engagement covering letter, our work will begin when we receive your implicit or explicit acceptance of that letter. Except as stated in that letter, we will not be responsible for any periods prior to that date.

48. Unless otherwise separately agreed in the engagement letter specifying a fixed period of engagement or a different notice period, this agreement shall continue until terminated by either party.

Each of us may terminate this agreement by giving not less than 14 days' written notice to the other party. Either party may terminate this agreement immediately where the other party fails to cooperate, breaches any material obligation under this agreement, or where we have reason to believe that inaccurate, incomplete or misleading information has been provided to us or to HMRC.

We also reserve the right to terminate this agreement immediately where we are unable, after reasonable requests, to obtain complete, accurate, and adequate accounting and tax records and/or supporting documentation from you and/or your previous accountants or advisers. This includes circumstances where such records are materially incomplete, disorganised, or insufficient to enable us to properly perform our professional duties or comply with applicable legal, regulatory, or professional standards. We shall not be responsible or liable for any delay, error, or consequences arising from the absence or inadequacy of such information.

Termination shall be without prejudice to any rights or obligations that have accrued to either party prior to the date of termination.

49. 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, regulatory, or professional reasons to cease work immediately. In such circumstances, we shall not

be required to carry out further work and shall not be responsible or liable for any consequences arising from termination.

QUALITY OF SERVICE

50. We aim to provide high quality of service at all times. If you would like to discuss with us how our service could be improved or if you are dissatisfied with the service that you are receiving, please let us know by contacting Mr Muhammad Sajid Iqbal

51. We undertake to investigate any complaint carefully and promptly and to do all we can to explain

the position to you. If we do not answer your complaint to your satisfaction, you may take up the matter with the Arbitration service of the Association of Chartered Certified Accountants.

RELIANCE ON ADVICE

52. We will endeavour to record all advice on important matters in writing. Advice given orally is not intended to be relied upon unless confirmed in writing. Therefore, if we provide oral advice (for example during the course of a meeting or a telephone conversation) and you wish to be able to rely on that advice, you must ask for the advice to be confirmed by us in writing.

RETENTION OF RECORDS

53. 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 affairs. We will return any original documents to you if requested. Documents and records relevant to your affairs are required by law to be retained as follows:

INDIVIDUALS, TRUSTEES & PARTNERSHIPS

with trading or rental income:

5 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

6 years from the end of the accounting period;

54. Whilst certain documents may legally belong to you we may destroy correspondence and other papers that we store, electronically or otherwise, which are more than 7 years old. You must tell us if you require the return or retention of any specific documents for a longer period.

THIRD PARTY

55. Any advice we give you will be supplied on the basis that it is for your benefit only and shall not be disclosed to any third party in whole or part without our prior written consent. It may not be used or relied upon for any other purpose or by any other person other than you without our prior written consent. If our advice is disclosed to any third party (with or without our consent), then we accept no responsibility or liability to that third party for any consequences that may arise to them, should they rely on the advice.

56. If it is proposed that any documents or statement which refer to our name, are to be circulated to third parties, please consult us before they are issued.

TIMETABLE

57. The services we undertake to perform for you will be carried out on a timescale to be determined between us on an ongoing basis.

58. The timing of our work will, in any event, be dependent on the prompt supply of all information and documentation as and when required by us.

We shall not be responsible for any penalties, interest, surcharges, additional tax liabilities, or other costs arising where information, records, or documentation required for the performance of our services is provided late, incomplete, inaccurate, or misleading.