

TERMS & CONDITIONS ("T&Cs")

1. INTERPRETATION

1.1 Definitions. In these T&Cs, the following definitions apply:

Applicable Expenditure: in relation to a property relevant to a Claim (excluding non-qualifying residential areas of that property for capital allowances purposes), all applicable expenditure relevant to that Claim, including property acquisition cost, construction expenditure and/or expenditure incurred on extending, redeveloping or refurbishing the property.

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

CAVR: Capital Allowances Valuation Report a report detailing items of Qualifying Allowances.

CIF: Client Instruction Form.

Claim: has the meaning set out in clause 4.1.

Claim Fee: the Supplier's charges for its Services as determined under clause 6.

Client: the person buying the Services from the Supplier (as stated on the CIF).

Commencement Date: has the meaning set out in clause 3.2.

Contract: the contract (being the CIF together with these T&Cs) by the parties for the supply of the Services on these T&Cs.

HMRC: Her Majesty's Revenue and Customs.

Intellectual Property Rights: all patents, copyright, trademarks, service marks, trade, business and domain names, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database right, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

LLP: Limited Liability Partnership.

Qualifying Allowances: in relation to a property relevant to a Claim (excluding non-qualifying residential areas of that property for capital allowances purposes) items of expenditure identified by the Supplier for which capital allowances, to date, have been unclaimed but which fall within the definitions of Plant and Machinery as laid down in the Capital Allowances Act 2001 and will therefore qualify as capital allowances.

Services: the tax specialist services set out in clause 4.1, which focus on the identification of capital allowances including land remediation.

Supplier: Research & Development Tax Solutions Limited (company no: 09357045) trading as Ryan.

1.2 Construction. In these T&Cs, the following rules apply:

(a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality), partnership, or LLP;

(b) a reference to a party includes its personal representatives, successors or permitted assigns;

(c) any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms and;

(d) reference to writing or written includes faxes and emails; and reference to the singular shall include the plural.

(e) where the legal personality of the Client consists of more than one person the signing of the contract by one person shall be deemed to be joint and several and binding upon the other person(s).

2. ENTIRE AGREEMENT

2.1 This contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

2.2 Each party acknowledges that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, case study, representation, assurance or warranty other than as expressly set out in this contract.

2.3 Nothing in this Contract shall limit or exclude any liability for fraud.

3. BASIS OF CONTRACT

3.1 The signing and/or recorded verbal acceptance of the CIF by the Client constitutes an acceptance by the Client for the Supplier to provide the Services to the Client on these T&Cs.

3.2 The Contract shall come into existence on the date (Commencement Date) when the Client signs and/or enters into a recorded verbal acceptance of the CIF.

3.3 Each person who signs or accepts the CIF represents and warrants that he or she is duly and irrevocably authorised and has legal capacity to execute the CIF on behalf of the Client, and to bind the Client to this Contract.

3.4 The Client shall not during the period of this Contract (and 6 months thereafter) approach any other person, firm, or company to provide the same services as those provided by the Supplier under this Contract.

3.5 In the unlikely event that HMRC investigate the value of the claim, Ryan will support the investigation at no additional cost to the initial fee. Should HMRC subsequently reduce/reject the claim, Ryan will refund fees paid/owed pro-rata.

4. SUPPLY OF SERVICES

4.1 The Supplier shall;

- (a) assess the eligibility of the Client for a capital allowances tax claim (Claim); and
- (b) prepare and submit a CAVR to the Client and their accountant or tax advisor for submission to HMRC.

4.2 The Supplier shall supply the Services to the Client using the information provided by the Client both in the CIF and otherwise.

4.3 The Supplier shall use all reasonable endeavors to meet any performance dates specified, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

4.4 The Supplier warrants to the Client, that the Services will be provided using reasonable care and skill.

5. CLIENT'S OBLIGATIONS

5.1 The Client shall:

(a) provide the Supplier with documents and information requested in a reasonable timeframe;

(b) ensure that all information it provides, including in the CIF, is complete, true and accurate;

(c) co-operate with the Supplier in all matters relating to the Services;

(d) provide the Supplier, with access to the Client's premises, records, personnel and other facilities as reasonably required by the Supplier, in order to carry out its Services;

(e) obtain all necessary consents which may be required by the Supplier to perform its services;

(f) ensure that all third parties that are required to provide information and documentation to the Supplier, co-operate and provide such information and documentation promptly. The provision of such documentation and information supplied shall be deemed to be correct and accurate;

(g) provide to the Supplier copies of any and all correspondence between the Client and HMRC, relating to the Claim or any previous claim, together with any other information considered by the Client or its professional advisers to be pertinent to a Claim or any of the Services to be provided;

(h) pay its own costs and the costs of any third parties in providing information and documentation required by the Supplier in order to perform the Services.

6. CHARGES AND PAYMENT

The Supplier shall charge the following fees for its Services, determined as set out in this clause 6:

6.1 Report Fee - The Supplier shall charge the Client a report fee as follows, for the production of the CAVR:

(a) In the event that Applicable Expenditure is incurred by a limited company, the Supplier's report fee for its Services is 5% plus VAT of the Qualifying Allowances, as identified in the CAVR.

(b) In the event that the Applicable Expenditure is incurred by a person other than a limited company, e.g. a sole trader, partnership or LLP, trust or charity or any equivalent entity, the Supplier's report fee for its Services is 7% plus VAT of the Qualifying Allowances, as identified in the CAVR.

6.2 Survey Fee - The Supplier shall charge the Client a survey fee (based upon value of Applicable Expenditure per property, as detailed in the CAVR) as follows:

(a) up to and including £500,000 Applicable Expenditure, equals £750 plus VAT;

(b) up to and including £2,000,000 Applicable Expenditure, equals £995 plus VAT;

(c) up to and including £5,000,000 Applicable Expenditure, equals £1,500 plus VAT;

(d) over £5,000,000 Applicable Expenditure, equals £2,500 plus VAT.

6.3 Payment thresholds:

(a) In the event that the Applicable Expenditure detailed in the CAVR is equal to or exceeds £250,000 but is less than £500,000, the Claim Fee (comprising the report fee and survey fee) will become due should Qualifying Allowances identified in the CAVR be at least £25,000.

(b) In the event that the Applicable Expenditure detailed in the CAVR is equal to or exceeds £500,000 the Claim Fee (comprising the report fee and survey fee) will become due should the Qualifying Allowances detailed in the CAVR be at least £50,000.

(c) In the event that the Applicable Expenditure detailed in the CAVR is less than £250,000 the Claim Fee shall comprise a report fee of 10% + VAT only, of the Qualifying Allowances, as identified in the CAVR.

6.4 The Client acknowledges that the benefit of capital allowances can be realised in the immediate Client accounting period and/or in subsequent periods over the medium to long term in the form of a tax rebate, tax reduction and/or a reduction of future tax liabilities.

6.5 (a) All fees due under this Contract to the Supplier, become payable by the Client to the Supplier upon receipt by the Supplier of confirmation from the Client's accountant or tax advisor that the CAVR is accepted and/or shall be submitted to HMRC.

(b) The Supplier reserves the right to charge the Claim Fee, and the Client shall pay it, where the Client's accountant or tax advisor:

(i) does not provide confirmation of its acceptance of the CAVR and/or;

(ii) does not confirm its intention to submit the CAVR to HMRC within 30 days of receipt, and/or;

(iii) rejects the contents of the CAVR without providing an explanation that renders the CAVR technically invalid as per current HMRC Capital Allowances Legislation.

(c) The Supplier reserves the right to charge the Claim Fee should the full amount of the Qualified Expenditure identified within the CAVR by the Supplier not be received by the Client due to some fault, act or omission by the Client, or its accountant/tax advisor.

6.6 In the event that there is any dispute with HMRC in relation to the CAVR the Supplier shall at no cost to the Client provide full assistance to process the Claim. Should the CAVR be reduced following discussions with HMRC, the report fee element of the Claim Fee shall be reduced pro-rata.

6.7 The Client shall pay each invoice submitted by the Supplier within 14 days of the date of the invoice.

6.8 Without limiting any other right or remedy of the Supplier, if the Client fails to make any payment due to the Supplier under the Contract by the due date for payment, the Supplier may charge interest on the overdue amount at the rate of 8% per annum accruing on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.

6.9 The Client shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Client shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by the Supplier to the Client.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 All Intellectual Property Rights in or arising out of or in connection with the Services provided, shall be owned by the Supplier.

7.2 All Supplier materials including any documentation provided by the Supplier are the exclusive property of the Supplier.

8. CONFIDENTIALITY

8.1 A party to this Contract (Receiving Party) shall keep in strict confidence all technical and commercial know-how, processes or initiatives disclosed to it by or on behalf of, or which relates to, the other party (Disclosing Party), which are of a confidential nature, together with any other confidential information concerning the Disclosing Party's business or its products or its services. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors who need to know for the purpose of discharging the Receiving Party's obligations under the Contract. The Receiving Party shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 8 shall survive termination of the Contract.

8.2 Where the Supplier is the Receiving Party, confidential information shall not include any information which:

(a) was publicly available at the time of disclosure;

(b) became publicly available after disclosure without breach of this Agreement by the Supplier;

(c) was in the Supplier's possession prior to disclosure as evidenced by the Supplier, and was not the subject of an earlier confidential relationship with the Client;

(d) was rightfully acquired by the Supplier from a third party, who was lawfully in possession of the information and was under no obligation to the Client to maintain its confidentiality;

(e) is independently developed by the Supplier's employees, or agents who have not had access to the confidential information;

(f) is required to be disclosed by the Supplier by law or any regulatory authority.

9. LIMITATION OF LIABILITY

9.1 (a) The Supplier shall not be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with the Contract and;

(b) the Supplier's total liability to the Client in respect of all losses arising under or in connection with the Contract, whether in contract, tort or otherwise shall not exceed £1,000.

9.2 The Supplier has no responsibility for the validity of the data or information supplied by the Client in connection with this Contract and has no liability in any claim where it is subsequently proven that the data or information supplied was fraudulent, negligent, inaccurate or incorrect.

9.3 The Supplier shall not be liable for any tax credits lost or loss of income resulting from a failure or delay by the Client in providing information to it, in connection with the Services or in complying with its obligations under this Contract.

9.4 Except as set out in these T&Cs, all warranties, and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

9.5 This clause 9 shall survive termination of the Contract.

10. TERMINATION

10.1 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Client if at any time prior to the Supplier providing the CAVR, the Client:

(a) breaches clause 3.4 and/or;

(b) fails to comply with its obligations under clause 5.1.

10.2 If, in the process of the Supplier completing its capital allowances review it discovers that capital allowances have already been sufficiently claimed by or on behalf of the Client, or the Supplier cannot establish the prior claim history sufficiently well to put the Supplier's own Claim forward, the Supplier shall inform the Client that it cannot proceed further with its Services (because no further allowances would be available to claim at the time), and may then terminate the Contract on notice.

10.3 On termination of the Contract for any reason the Client shall immediately pay to the Supplier all of the Supplier's outstanding invoices (if any) and accrued interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Client immediately on receipt.

10.4 Following a termination of the Contract, pursuant to clause 10.1 (b), the Supplier shall be entitled to charge the Client and the Client shall pay the Supplier for time spent for Services rendered from the Commencement Date to the date of termination, at a minimum hourly rate of £250 plus VAT. This shall be payable in accordance with the payment terms set out in clauses 6.7 and 6.8.

11. NOTICE OF THE RIGHT TO CANCEL

11.1 The Client has a right to cancel this contract within a period of 7 working days from the Commencement Date. If the Client wishes to exercise the right to cancel, the Client must provide notice in writing to the Supplier and that notice shall operate as a cancellation of the Contract.

11.2 A notice of cancellation will be treated as having been properly given if the Client leaves it at the registered office of the Supplier; sends it by post to the registered office of the Supplier and/or sends by email to cifs@Ryan.com within 7 working days.

12. GENERAL

12.1 Force majeure:

(a) For the purposes of this Contract, a "Force Majeure Event" means an event beyond the reasonable control of the Supplier including compliance with any law or governmental regulation or direction, or Brexit, or a Brexit-related event or the default of suppliers.

(b) The Supplier shall not be liable to the Client as a result of any delay or failure to perform its obligations under this Contract, as a result of a "Force Majeure Event".

12.2 Assignment and subcontracting:

(a) The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

(b) The Client shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

12.3 Waiver: A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

12.4 Governing Law; The contract shall be governed by the law of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales

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