Alexander Clifford

Terms of Business (*Last updated: 22 October 2026*)

1. DEFINITIONS AND INTERPRETATION

AC: Alexander Clifford Limited (company number 11763404) whose registered address is 8 Suez Street, Warrington, England, WA1 1EG.

Agreement: these Terms, AC's Engagement Form and Engagement Letter.

Claim: AC's assessment of the eligibility of the Client for an R&D tax relief claim.

Claim Fee: a contingency fee as defined in the Engagement Letter, obtained through R&D tax relief (subject to any Minimum Fee specified in the Agreement).

Claim Year: means any individual Financial Year for which AC successfully submits and secures a claim on behalf of the Client.

Data Protection Legislation: all Applicable Laws relating to the protection of personal data and the privacy of individuals, including the UK GDPR, the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*).

Engagement Form: the sign up form found on the AC website.

Engagement Letter: the email or letter of engagement sent by AC to the Client.

Financial Year: means the period of account determined and applied by the Client for the preparation of its statutory accounts and financial reporting.

Gross Benefit: the benefit created as a result of a Claim, including but not limited to, cash refunds or credits received from HMRC, reductions or offsets against any corporation tax liabilities, offsets against other outstanding tax liabilities.

HMRC Enquiry: means any formal or informal check, investigation, audit or request for information with HMRC in relation to a claim, including but not limited to a compliance check.

Intellectual Property Rights: include any patents, rights to inventions, copyright and related rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off rights in designs, rights in computer software, database rights and all other intellectual property rights in each case whether registered or unregistered.

R&D: research and development.

Services: the services as detailed in AC's Engagement Letter or any subsequent scope of services agreed with AC.

Terms: these terms of business.

Client: the company engaging AC for the provision of Services.

2. COMMENCEMENT AND TERM

2.1. AC's Services will start when AC issues the Engagement Letter and the Client agrees to and/or signs the Engagement Form.

2.2. Subject to clause 2.3 below, this Agreement shall remain in force until AC has completed claims for a total of three (3) Claim Years. The parties acknowledge that the three Claim Years do not need to be consecutive, and the Initial Term shall run from the first Financial Year for which AC is able to make a successful Claim. If the Client does not have a valid basis for a claim in any given Financial Year, this Agreement shall continue until the completion of the three (3) Claim Years in total.

2.3. For the avoidance of doubt, the Agreement shall in any event terminate on the fifth (5th) anniversary of the Commencement Date.

2.4. Upon completion of the Initial Term, this Agreement shall automatically renew only for the Financial Year in respect of which AC and the Client agree to proceed with an additional R&D Claim (a "Renewal Term"). Renewal shall occur only where the parties have agreed to begin work on that further Claim, unless either party notifies the other in writing that it does not wish to renew at least 30 days before the end of the relevant Financial Year. Any subsequent renewals must be agreed in writing for each Financial Year (each a "Renewal Term").

3. AC SERVICES

3.1. The Client hereby appoints AC as its exclusive provider of R&D tax credit consultancy services for the duration of the Initial Term and any Renewal Terms

3.2. AC will provide the Services (including any enquiry support provided under this Agreement) with reasonable skill and care and in accordance with applicable industry practice, using appropriately skilled and qualified staff.

3.3. AC shall be entitled to rely on all information, documents and data supplied by the Client or any third party on the Client's behalf. AC will not be required to verify the information supplied by the Client or any third party on the Client's behalf or the reasonableness of any assumptions or forecasts reflected in it. AC will not carry out any work equivalent to that which would be performed in a statutory audit of financial statements and AC's work is not designed to detect fraud or dishonesty.

3.4. AC's advice is based on the understanding and interpretation of the tax legislation as well as published HMRC guidance and AC's experience of HMRC's working practices at the time the advice is given. HMRC's interpretation of the law and practices can change over time, and AC shall not be liable for any loss arising from such changes.

3.5. AC will provide reasonable support in connection with any HMRC enquiry relating to a Claim, including responding to HMRC correspondence, preparing written responses, attending calls or meetings with HMRC and engaging in Alternative Dispute Resolution where appropriate. Such enquiry support is included within the Claim Fee and no additional charges will apply unless the Client requests services outside the agreed scope or the enquiry escalates to a formal appeal or Tribunal process, in which case AC shall be entitled to charge additional fees at the hourly rate set out in the Agreement.

3.6. AC will use reasonable endeavours to notify the Client of any relevant applicable deadlines that must be adhered to. The Client must use reasonable endeavours to provide all information reasonably requested by AC in order to allow AC to pursue the claims. For the avoidance of doubt, the Client remains responsible for ensuring that all statutory deadlines are met.

3.7. In no event shall AC be held liable for:

3.7.1. any claims that have not been submitted by the deadline, due to the Client's lack of response or disengagement to AC's communications;

3.7.2. providing an incorrect deadline for submission due to the Client providing incomplete or incorrect information and data to AC; and

3.7.3. any errors included in the submission as a result of the Client providing incomplete or incorrect information.

3.8. For the avoidance of doubt, where the Client provides fraudulent or inaccurate information, AC shall have no liability and reserves all rights in accordance with the Termination clause.

4. CLIENT OBLIGATIONS

4.1. The Client shall:

4.1.1. provide AC with all authorisation, documents, and information upon reasonable request within 30 days including (but not limited to) team member access to the Client's HMRC Business Tax Account (via their Company Government Gateway login) and shall enable AC appropriate permissions including Corporation Tax scheme access and where relevant, Making Tax Digital for VAT and PAYE to track the Client's R&D repayments. The Client acknowledges that failure to do so may result in termination of this Agreement in accordance with clause 7;

4.1.2. ensure that all information they provide is complete, true, and accurate;

4.1.3. co-operate with AC in all matters relating to the Services;

4.1.4. provide AC with access to the Client's records, personnel, and other facilities as reasonably required by AC, in order to carry out its Services;

4.1.5. obtain all necessary consents which may be required by AC to perform its Services;

4.1.6. ensure that all third parties that are required to provide information and documentation to AC co-operate and provide such information and documentation promptly and in any event, within 14 days. The provision of such documentation and information supplied shall be deemed to be correct and accurate;

4.1.7. provide to AC copies of any and all correspondence between the Client and HMRC, relating to the Claim, any previous claim, previous HMRC Enquiry or ongoing HMRC Enquiry, 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;

4.1.8. pay its own costs and the costs of any third parties in providing information and documentation required by AC in order to perform the Services;

4.1.9. pay AC's fee immediately once any tax credit, corporation tax refund, corporation tax offset, or reduction in corporation tax liability have been received or realised.

4.2. During the Initial Term, and any Renewal Term, the Client agrees that it shall not, directly or indirectly:

4.2.1. engage, appoint or consult any third party (including but not limited to other R&D specialists, accountants or consultants) to prepare or submit an R&D tax relief claim; or

4.2.2. prepare or submit an R&D tax relief claim on its own behalf without AC's involvement.

5. CHARGES AND PAYMENT

5.1. An estimate of AC's charges and expenses for the delivery of the Services is provided in the Engagement Letter. This remains valid for the period stated in the Engagement Letter or for ninety (90) days from the date of issue.

5.2. Notwithstanding the Claim Fee set out in the Engagement Letter, the total fees paid and payable under this Agreement shall in no event be less than £2,750 plus VAT (the "Minimum Fee"). In the event that the total fees paid or payable to AC is less than the Minimum Fee, the Client shall be liable to pay the Minimum Fee in full.

5.3. AC may raise an invoice for the Claim Fee upon submission of the relevant CT600 or tax return to HMRC.

5.4. Any professional services requested by the Client which fall outside the scope of Services agreed in the Engagement Letter shall be charged at a rate of £195 per hour plus VAT.

5.5. Following the issue of an invoice under clause 5.3, all invoices raised under this Agreement will be payable together with VAT on the earlier of (a) the date the Client receives the tax credit entitlement, refund or notification of offset from HMRC, or (b) thirty (30) days after the date that AC or the Client submits the relevant CT600/tax return to HMRC.

5.6. AC may charge interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, or any successor legislation, on any invoices which remain unpaid after 7 (seven) days.

5.7. The Client shall pay all amounts due under the Agreement 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 AC in order to justify withholding payment of any such amount in whole or in part. AC may, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by AC to the Client.

6. CONFIDENTIALITY

6.1. Communications between the parties are confidential and each party agrees that it will:

6.1.1. only use the other party's Confidential Information (or that of any member of the other party's group of companies) for the purpose of providing or receiving the Services:

6.1.2. take all reasonable steps not to disclose Confidential Information to any third parties; and

6.1.3. treat Confidential Information belonging to the other party with at least the same degree of care that is uses to protect its own Confidential Information.

6.2. Clause 6.1 does not apply to information that is:

6.2.1 published or is in the public domain otherwise than due to a breach of this Agreement;

6.2.2 lawfully known to the receiving party before the commencement of the Services;

6.2.3 lawfully obtained by the receiving party from a third party who is free to divulge that information;

6.2.4 required to be disclosed to the receiving party's professional advisors, auditors or insurers, including in the event of any litigation or complaint.

7. TERMINATION

7.1. AC may terminate the Agreement immediately and discontinue work if the Client:

7.1.1. fails to make payment in accordance with this Agreement , or fails to pay any amount due on the due date for payment and remains in default for more than 7 (seven) days after being notified to make such payment;

7.1.2. fails to comply with any of its obligations under clause 4;

7.1.3. summons a meeting of its creditors, suffers a proposal for voluntary arrangement, becomes subject to any voluntary arrangement, becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, has a receiver, manager, administrator or administrative receiver appointed over its assets, undertakings or income, passes a resolution for its winding up (save for the purpose of a voluntary reconstruction or amalgamation), has a petition presented to any Court for its winding up or for the appointment of an administrator (save for the purpose of a voluntary reconstruction or amalgamation), has a provisional liquidator appointed, has a proposal made for a scheme of arrangement under Section 425 Companies Act 1985 or becomes the subject of a notice to strike off the register at Companies House or for an administration order or has anything analogous to any of the foregoing occur in any other jurisdiction; or

7.1.4. subject to 7.1.1, is in breach of the Agreement in a manner which is not capable of rectification or (where capable of rectification) which is not rectified within fourteen (14) days of written notice requiring its rectification.

7.2. On termination of the Agreement, the Client shall immediately pay to AC all outstanding invoices and accrued interest and, in respect of Services supplied but for which no invoice has been submitted, AC shall submit an invoice, which shall be payable by the Client immediately on receipt.

7.3. In the event of termination in accordance with clause 7.1, AC reserves the right to charge the Client for all work completed up to the termination date, which will be charged at the rate of £195 per hour. Depending on the amount of work completed by AC, AC may invoice the Client for the amount equivalent to the realised or estimated Claim Fee for the Claim Year in question, at AC's discretion.

7.4. Without prejudice to any other rights or remedies available to AC under this Agreement or at law (including, but not limited to, the right to invoice for Services carried out up to the date of termination), if AC terminates the Agreement under clause 7.1, on such termination and, unless otherwise agreed between the Parties, AC will be entitled to charge and invoice the Client an early termination fee. The early termination fee shall be calculated as an amount equal to 50% of the average of the annual Claim Fee(s) paid or payable by the Client to AC for the Claim Year(s) completed prior to the year in which the notice of termination is given, multiplied by the number of Claim Year(s) remaining in the Agreement. If no Claim has been submitted prior to the notice of termination being given, the early termination fee shall be either: (i) the Claim Fee calculated in accordance with the Engagement Letter for the first Claim Year for which AC would have been entitled to submit a Claim under this Agreement; or (ii) the total fee for work completed up to the termination date, which will be charged at the rate of £195 per hour plus VAT.

8. LIMITATION OF LIABILITY

8.1. All conclusions, recommendations, and forecasts in the Agreement and any subsequent report, letter, communication, both verbal and written, are made in good faith and on the basis of the information available to AC at that time, whether from the Client or information which is in the public domain. Their validity will depend on the effective cooperation of the Client. No condition, warranty or representation, express or implied, is given as to any results or performance arising from the Services provided by AC, and the Client shall be responsible for the proper adaptation of AC recommendations to the Client's own circumstances. AC does not warrant that the work will be outside the scope of any patent or registered design and will not be liable to the Client for any loss or claim which is not reasonably foreseeable.

8.2. Nothing in this Agreement shall limit or exclude either party's liability for fraud or fraudulent misrepresentation or any liability that cannot lawfully be excluded.

8.3. Subject to clause 8.2, AC 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 Agreement.

8.4. Subject to the above, AC's total liability to the Client in respect of all losses arising under or in connection with the Agreement, whether in contract, tort, or otherwise, shall not exceed the greater of the total Claim Fee paid or payable under the Agreement in a Claim Year or £10,000.

8.5. AC has no responsibility for the validity or accuracy of the data or information supplied by the Client in connection with a Claim or this Agreement generally and has no liability where it is subsequently proven that the data or information supplied was fraudulent, negligent, invalid, inaccurate, or incorrect.

8.6. Except as set out in this Agreement, all warranties and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.

8.7. This clause 8 shall survive termination of the Agreement.

8.8. The Client agrees not to bring any claim arising out of or in connection with this Agreement against any individual Director, consultant, or employee of AC.

9. INTELLECTUAL PROPERTY RIGHTS

9.1. All draft documents, working papers, file copies, internal notes and electronic files that AC creates under this Agreement shall belong to AC. All Intellectual Property Rights in AC's background materials, methodologies, templates and know-how shall remain the property of AC.

9.2. Ownership of Intellectual Property Rights in material that is pre-existing or that is not prepared by AC to deliver the Services shall be retained by its original owner. All other Intellectual Property Rights in any document AC prepares while providing the Services shall be AC's property.

9.3. AC grants to the Client, a non-transferable, non-exclusive license to use the product of the Services for the purpose of making an R&D claim or receiving the benefit of the Services.

9.4. The Client shall not use AC's name or logo without the prior written consent of AC.

9.5. All Intellectual Property Rights in or arising out of the Client's business which the Client does not disclose to AC to enable AC to provide the Services will continue to be owned by the Client and AC will not be entitled to use them other than for the purposes of providing the Services without the Client's written consent. Any original documentation provided by the Client shall be returned to the Client upon request.

10. DATA PROTECTION

10.1. Both parties agree to comply with all requirements of the Data Protection Legislation. Personal Data shall have the meaning set out in the Data Protection Legislation.

10.2. AC will be a data controller in relation to any Personal Data which the Client will provide to AC to enable AC to perform the Services. The Client confirms that it has the necessary authorisation to provide Personal Data so that AC can perform the Services. AC will provide the Services in accordance with Data Protection Legislation and its privacy policy, a copy of which can be found on the website.

10.3. AC will take the steps set out below in relation to any Personal Data which the Client provides and is processed in connection with the Services.

10.3.1 put in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and to protect against accidental loss or destruction of, or damage to, Personal Data appropriate to the harm that might result from unauthorised or unlawful processing or accidental loss, destruction or damage, having regard to the nature of the data to be protected, and the state of technological development and the cost of implementing any measures;

10.3.2 ensure that all personnel who have access to and/or process Personal Data are obliged to keep it confidential;

10.3.3 not transfer any Personal Data outside of the United Kingdom other than in accordance with AC's privacy policy;

10.3.4 assist the Client in responding to any request from a data subject to the extent reasonably required for the Services;

10.3.5 at the Client's written request or on termination of AC's engagement, delete or return the Client's Personal Data and any copies except that AC may retain Personal Data for six (6) years where required to comply with HMRC requirements, statutory record keeping obligations or other legal or regulatory requirements; and

10.3.6 maintain complete and accurate records and information to demonstrate compliance with this clause and agree to audits on reasonable prior written notice by the Client or the Client's auditor to the extent such audit is necessary to verify AC's compliance with this clause, and provided that such audit is proportionate, and does not compromise confidentiality obligations owed to other clients.

11. GENERAL

11.1. It is a condition of acceptance of the Agreement that the Client will not recruit or employ either directly or indirectly, either full or part-time, any person who is employed by AC on or in connection with the delivery of the Services without AC's prior consent in writing either during the term of the Agreement or for a period of one year from the completion thereof.

11.2. AC aims to provide a high quality of service at all times. If you would like to raise any complaints or discuss how our service could be improved, please enquire through the contact details provided on the AC website.

11.3. The Client agrees that nothing in this Agreement shall prevent AC from acting for any other clients, including competitors, subject to AC's professional obligations.

11.4. Reports submitted and advice given by AC are for the Client's internal business use only and are not to be reproduced or disclosed to third parties without prior consent confirmed in writing by a duly authorised representative of AC. AC accepts no responsibility to the Client if the Client is sued by a third party to whom the Client has passed a report or advice.

11.5. AC may carry out identity and anti-money laundering checks as required by law, and the Client agrees to provide any information reasonably requested for this purpose. AC may pause or delay the Services where such checks are outstanding or where required to comply with legal obligations. The Client acknowledges that AC may be legally required to report suspicions to the relevant authorities and may be prohibited from notifying the Client of any such report. AC shall not be liable for any loss arising from action taken in good faith to comply with these obligations.

11.6. Neither party may assign or transfer their rights under this Agreement without the other party's prior consent (not to be unreasonably withheld or delayed).

11.7. Any notice, demand, or communication under the Agreement shall be in writing and may be delivered by hand, post or e-mail, addressed to the recipient at the address stated in the Engagement Letter or any other address (including an e-mail address) notified to the other party in writing for such purpose. The notice, demand, or communication shall be deemed to have been duly served:

11.7.1. if delivered by hand, at the time of delivery;

11.7.2. if delivered by post, 48 hours after being posted or in the case of Airmail, 14 days (excluding Saturdays, Sundays, and public holidays) after being posted; or

11.7.3. if delivered by e-mail, 24 hours after being mailed.

11.8. Any waiver of any breach of, or default under, the Agreement by a party shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of business therein.

11.9. Nothing in the Agreement shall create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999.

11.10. The Engagement Form, Engagement Letter and these Terms set out the entire agreement and understanding between the parties in connection with the Services. In the event of any conflict, ambiguity, or inconsistency between the provisions of the Engagement Form and these Terms, the Engagement Letter shall take precedence, save for the provisions of clause 7.2 to 7.4 of these Terms which shall take precedence in the event of a conflict.

11.11. No variation to the Agreement shall be effective unless agreed in writing by duly authorised representatives of the parties. Such agreement may be delivered by hand, post or e-mail in accordance with Clause 11.7 above.

11.12. Neither party shall be liable for any delay or failure in the performance of its obligations for so long as and to the extent that such delay or failure results from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 30 days, the party not affected may terminate this Agreement but giving not less than 14 days written notice to the affected party.

11.13. Nothing contained within the terms of, and no action taken by AC or the Client pursuant to, the Agreement shall be deemed to constitute a relationship between the parties of partnership, joint venture, principal and agent, or employer and employee. Neither party has, nor may it represent that it has, any authority to act or make any commitments on the other party's behalf.

11.14. This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

11.15. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement.