Registered number: 8649



FOODLOOSE LIMITED
DIRECTORS' REPORT AND
FINANCIAL STATEMENTS
FOR THE PERIOD 8 JUNE 2021 TO 31 MAY 2022

RD Accounting Limited

Chartered Certified Accountants

12c Two Locks Hurst Business Park Brierley Hill DY5 1UU

# FoodLoose Limited Directors' Report and Financial Statements For the Period 8 June 2021 to 31 May 2022

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# FoodLoose Limited Company Information For the Period 8 June 2021 to 31 May 2022

**Directors** Cathy McBride

Lorraine Du Feu Mo Mytton Adrian Becker Diane Hyett Jenny Jenkins

Company Number 8649

Registered Office 1 Orchard Road

Bishops Cleeve Cheltenham Gloucestershire GL52 8LX

**Accountants** RD Accounting Limited

**Chartered Certified Accountants** 

12c Two Locks Hurst Business Park

Brierley Hill DY5 1UU

# FoodLoose Limited Company No. 8649 Directors' Report For the Period 8 June 2021 to 31 May 2022

The directors present their report and the financial statements for the period ended 31 May 2022 .

#### **Principal Activity**

The company's principal activity continues to be that of a loose food shop, run by a Community Benefit Society in Cheltenham.

#### Directors

The directors who held office during the period were as follows:

Cathy McBride	APPOINTED	08/06/2021		
Lorraine Du Feu	APPOINTED	08/06/2021		
Mo Mytton	APPOINTED	08/06/2021	RESIGNED	04/02/2022
Adrian Becker	APPOINTED	28/02/2022		
Diane Hyett	APPOINTED	08/06/2021		
Jenny Jenkins	APPOINTED	08/06/2021		

# **Small Company Rules**

This report has been prepared in accordance with Co-operative and Community Benefit Societies Act 2014 and the FCA Finalised guidence 15/12.

By order of the board

Jenny Jenkins athy M

Jenny Jenkins Cathy McBride

McBride Adrian Becke

05 / 10 / 2022 Date.......Date.......... Date......

#### FoodLoose Limited Accountant's Report For the Period 8 June 2021 to 31 May 2022

We report on the financial statements of the society for the period 8 June 2021 to 31 May 2022 31 May 2022 which comprise Profit and Loss Account, Balance Sheet, Accounting Policies and the related notes.

This report is made solely to the members as a body. Our reporting work has been undertaken so that we might state to the members those matters we are required to state to them in an independent accountant's report and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the society and the members as a body, for our work, for this report, or for the opinion we have formed.

#### RESPECTIVE RESPONSIBILITIES OF MANAGEMENT COMMITTEE AND THE INDEPENDENT ACCOUNTANT

The directors are responsible for the preparation of the accounts and they consider that an audit is not required for this year and that an independent accountant's report is required.

It is our responsibility to carry out procedures designed to enable us to report our opinion.

#### **BASIS OF THE INDEPENDENT ACCOUNTANTS OPINION**

Our work was conducted in accordance with the Statement of Standards for Reporting Accountants. Our procedures included a review of the accounting records kept by the society and a comparison of the accounts presented with those records. It also included consideration of any unusual items or disclosures in the accounts, and seeking explanations from the Management Committee concerning any such matters. The procedures undertaken do not provide all the evidence that would be required for an audit, and consequently we do not express an audit opinion on the view given by the accounts.

#### INDEPENDENT ACCOUNTANT'S OPINION

In our opinion:

- the accounts are in agreement with those accounting records kept by the society under section 75 of the Co-operative and Community Benefit Societies Act 2014.
- having regard only to, and on the basis of, the information contained in those accounting records, the accounts have been drawn up in a manner consistent with the accounting requirements of the applicable legislation, and,
- the society satisfied the conditions for exemption from an audit of the accounts for the year specified in section 84 of the Co-operative and Community Benefit Societies Act 2014 and did not at any time within that year fall within any of the categories of societies not entitled to the exemptions specified in section 84(3) of the Co-operative and Community Benefit Societies Act 2014.

Signed

Date 06 / 10 / 2022

RD Accounting Limited Chartered Certified Accountants 12c Two Locks Hurst Business Park Brierley Hill DY5 1UU

RD Accounting Ltd

# FoodLoose Limited Profit and Loss Account For the Period 8 June 2021 to 31 May 2022

	Notes	31 May 2022 £
TURNOVER		88,578
Cost of sales		(51,892)
GROSS PROFIT		36,686
Administrative expenses		(20,404)
OPERATING PROFIT AND PROFIT BEFORE TAXATION Tax on Profit		<b>16,282</b> (2,381 )
PROFIT AFTER TAXATION BEING PROFIT FOR THE FINANCIAL PERIOD		13,901

The notes on pages 6 to 8 form part of these financial statements.

		31 May 2	2022
	Notes	£	£
FIXED ASSETS			
Tangible Assets	3		3,750
			3,750
CURRENT ASSETS			
Stocks	4	11,708	
Cash at bank and in hand		71,712	
		83,420	
Creditors: Amounts Falling Due Within One Year	5	(11,519)	
NET CURRENT ASSETS (LIABILITIES)			71,901
TOTAL ASSETS LESS CURRENT LIABILITIES			75,651
NET ASSETS			75,651
CAPITAL AND RESERVES			
Called up share capital	6		61,750
Profit and Loss Account			13,901
SHAREHOLDERS' FUNDS		<del>-</del>	75,651

The officers of the Management Committee acknowledge their responsibilities for:

- i. ensuring that the society keeps proper accounting records which comply with sections 75 of the Co-operative and Community Benefit Societies Act 2014 (the Act),
- ii. establishing and maintaining a satisfactory system of its books of accounts, its cash holdings and all its receipts and remittances in order to comply with section 75 of the Act, and
- iii. preparing financial statements which give a true and fair view of the state of affairs of the society as at the end of the financial year and of its profit for the financial year in accordance with the requirements of sections 79 and 80, and which otherwise comply with the requirements of the Act relating to financial statements, so far as applicable to the society.

The society satisfied the conditions for exemption from an audit of the accounts for the year specified in section 84 of the Co-operative and Community Benefit Societies Act 2014 and did not at any time within that year fall within any of the categories of societies not entitled to the exemptions specified in section 84(3) of the Co-operative and Community Benefit Societies Act 2014.

These accounts have been prepared in accordance with the provisions applicable to companies' subject to the small companies' regime.

These financial statements were approved by the Management Committee and authorised for issue on the and are signed on their behalf by:

Jenny Jenkins
Jenny Jenkins

athy Mobile

Cathy McBride

Adrian Becker

\_ . 05 / 10 / 2022

Date 05 / 10 / 2022

Date 06 / 10 / 2022

The notes on pages 6 to 8 form part of these financial statements.

Society Registration Number: 32295R

# FoodLoose Limited Notes to the Financial Statements For the Period 8 June 2021 to 31 May 2022

## 1. Accounting Policies

#### 1.1. Basis of Preparation of Financial Statements

The financial statements are prepared under the historical cost convention and in accordance with the FRS 102 Section 1A Small Entities - The Financial Reporting Standard applicable in the UK and Republic of Ireland and the Companies Act 2006.

#### 1.2. Going Concern

The accounts have been prepared on a going concern basis as the directors believe that no material uncertainties exist. The directors have considered the level of reserves held and the expected level of income and expenditure for the 12 months from authorising these financial statements. The budgeted income and expenditure, together with existing reserves is sufficient for the business to continue as a going concern.

#### 1.3. Turnover

Turnover is measured at the fair value of the consideration received or receivable, net of discounts and value added taxes. Turnover includes revenue earned from the sale of goods and from the rendering of services. Turnover is reduced for estimated customer returns, rebates and other similar allowances.

#### Sale of goods

Turnover from the sale of goods is recognised when the significant risks and rewards of ownership of the goods has transferred to the buyer. This is usually at the point that the customer has signed for the delivery of the goods.

#### **Donations**

Donations are recognised upon receipt.

#### 1.4. Tangible Fixed Assets and Depreciation

Tangible fixed assets are measured at cost less accumulated depreciation and any accumulated impairment losses. Depreciation is provided at rates calculated to write off the cost of the fixed assets, less their estimated residual value, over their expected useful lives on the following bases:

Fixtures & Fittings 25% on cost

#### 1.5. Stocks and Work in Progress

Stocks and work in progress are valued at the lower of cost and net realisable value after making due allowance for obsolete and slow-moving stocks. Cost includes all direct costs and an appropriate proportion of fixed and variable overheads. Work-in-progress is reflected in the accounts on a contract by contract basis by recording turnover and related costs as contract activity progresses.

#### 1.6. Taxation

Income tax expense represents the sum of the tax currently payable and deferred tax.

The tax currently payable is based on taxable profit for the year. Taxable profit differs from profit as reported in the statement of comprehensive income because of items of income or expense that are taxable or deductible in other years and items that are never taxable or deductible. The company's liability for current tax is calculated using tax rates that have been enacted or substantively enacted by the end of the reporting period.

Deferred tax is not currently recognised as it is not considered material.

#### 2. Average Number of Employees

Average number of employees, including directors, during the year was as follows: 7

# FoodLoose Limited Notes to the Financial Statements (continued) For the Period 8 June 2021 to 31 May 2022

# 3. Tangible Assets

J. Tuligible Assets	Fixtures & Fittings £
Cost	
As at 8 June 2021	<del>-</del>
Additions	5,000
As at 31 May 2022	5,000
Depreciation	
As at 8 June 2021	<del>-</del>
Provided during the period	1,250
As at 31 May 2022	1,250
Net Book Value	
As at 31 May 2022	3,750
As at 8 June 2021	
4. Stocks	
	31 May 2022
	£
Stock - finished goods	11,708
	11,708
5. Creditors: Amounts Falling Due Within One Year	
•	31 May 2022
	£
Trade creditors	2,612
Corporation tax	2,381
VAT	290
Accruals and deferred income	1,115
Directors' loan accounts	1,000
Amounts owed to related parties	4,121
	11,519

Inlcuded with amounts owed to related parties are the following creditors:-

- £1,000 from Lorraine Du Feu (Directors Loan)
- £4,121 owed to Global Footsteps (registered Charity) which set up the FoodLoose project before FoodLoose Limited was established to run as a seperate entity

# 6. Share Capital

Allotted, Called up and fully paid

61,750

A community share offer too place between 1st December 2021 and 31st January 2022 and raised £61,750 to fund a move to larger premises and related expansion plans.

Each shareholder (member) is entitled to one vote at the AGM and also have access to shop discounts via the Community Membership Scheme.

# FoodLoose Limited Notes to the Financial Statements (continued) For the Period 8 June 2021 to 31 May 2022

# 7. General Information

FoodLoose Limited is a private company, limited by shares, incorporated in England & Wales, registered number 8649 . The registered office is 1 Orchard Road, Bishops Cleeve, Cheltenham, Gloucestershire, GL52 8LX.

# FoodLoose Limited Trading Profit and Loss Account For the Period 8 June 2021 to 31 May 2022

	lay 2022
£	£
TURNOVER	
Sales	88,208
Community Membership	251
Donations	119
	88,578
COST OF SALES	
Purchases 63,60	0
Closing stock - finished goods (11,708	<u>)</u>
	(51,892)
GROSS PROFIT	36,686
GROSS PROFIT MARGIN	41.42%
Administrative Expenses	
Wages and salaries 4,24	5
Rent 4,50	0
Utilities 2,94	3
Cleaning 13	5
Computer software, consumables and maintenance 1,37	'5
Advertising and marketing costs	3
Accountancy fees 1,04	.5
Professional fees 2,16	
Subscriptions 10	
Bank charges	5
Credit card charges 1,98	
Depreciation of fixtures and fittings 1,25	
Sundry expenses 50	<u> </u>
	(20,404)
OPERATING PROFIT	16,282
PROFIT BEFORE TAXATION	16,282
Tax on Profit	
Corporation tax charge 2,38	1
	(2,381)
PROFIT AFTER TAXATION BEING PROFIT FOR THE FINANCIAL PERIOD	13,901

Dated 06 / 10 / 2022

RD Accounting Limited 12C Two Locks Hurst Business Park Brierley Hill DY5 1UU



**Dear Sirs** 

The following representations are made on the basis of enquiries of management and staff with relevant knowledge and experience such as we consider necessary in connection with your report on the company's financial statements for the year ended 31 May 2022. These enquiries have included inspection of supporting documentation where appropriate and are sufficient to satisfy ourselves that we can make each of the following representations. All representations are made to the best of our knowledge and belief.

#### **GENERAL**

- 1. We acknowledge that the work performed by you is substantially less in scope than an audit performed in accordance with International Standards on Auditing (UK) and that you do not express an audit opinion.
- 2. We confirm that the company qualifies as small in accordance with the conditions set in the Companies Act.
- 3. We confirm that the company was entitled to exemption under section 84 of the Co-operative and Community Benefit Societies Act 2014 and did not at any time within that year fall within any of the categories of societies not entitled to the exemptions specified in section 84(3) of the Co-operative and Community Benefit Societies Act 2014.
- 4. We have fulfilled our responsibilities as directors, as set out in the terms of your engagement letter dated September 2022 under the Companies Act 2006, for preparing financial statements in accordance with applicable law and United Kingdom Accounting Standards (UK Generally Accepted Accounting Practice), for being satisfied that they give a true and fair view.
- 5. All the transactions undertaken by the company have been properly reflected and recorded in the accounting records
- 6. All the accounting records and related financial information, including minutes of all management and shareholders' meetings have been made available to you for the purpose of your work.

# **ASSETS AND LIABILITIES**

- 7. The company has satisfactory title to all assets and there are no liens or encumbrances on the company's assets, except for those that are disclosed as applicable in the notes to the financial statements.
- All actual liabilities, contingent liabilities and guarantees given to third parties have been recorded or disclosed as applicable.

# LOANS AND ARRANGEMENTS

The company has not granted any advances or credits to, or made guarantees on behalf of, directors other than those disclosed in the financial statements.

#### **LEGAL CLAIMS**

10. We have disclosed to you all claims in connection with litigation that have been, or are expected to be, received and such matters, as appropriate, have been properly accounted for and disclosed as applicable in the financial statements.

#### LAWS AND REGULATIONS

11. We have disclosed to you all known instances of non-compliance or suspected non-compliance with laws and regulations whose effects should be considered when preparing the financial statements.

#### **RELATED PARTIES**

12. Related party relationships and transactions have been appropriately accounted for and disclosed as applicable in the financial statements. We have disclosed to you all relevant information concerning such relationships and transactions and are not aware of any other matters which require disclosure in order to comply with the requirements of company law or accounting standards.

## SUBSEQUENT EVENTS

13. All events subsequent to the date of the financial statements which require adjustment or disclosure have been properly accounted for and disclosed as applicable.

#### GOING CONCERN

14. We believe that the company's financial statements should be prepared on a going concern basis on the grounds that current and future sources of funding or support will be more than adequate for the company's needs. We have considered a period of twelve months from the date of approval of the financial statements. We believe that no further disclosures relating to the company's ability to continue as a going concern need to me made in the financial statements.

Yours faithfully

a Becker atty Mobile Jenny Jenkins

Signed on behalf of the board of directors

06 / 10 / 2022 Date.....



The Director(s)
FoodLoose Limited (Community Benefit Society registered with the Financial Conduct Authority (RS8649))
16 Portland Street
Cheltenham
GL52 2PB

# **LETTER OF ENGAGEMENT**

Dear Adrian,

This letter sets out the basis on which we provide services to your company (FoodLoose Limited), so as to avoid any misunderstandings.

# Services being provided

Accounts CT600 Return

# Anti money laundering legislation

All accountants must comply with the Proceeds of Crime Act 2002, the Terrorism Act 2000 and the Money Laundering Regulations 2017 (the "Anti Money Laundering Legislation"), which are intended to stop the activities of terrorists and other criminals by preventing them using accountancy services. If we do not comply with this legislation, we risk imprisonment.

Before we can act for your company, we have to confirm the identity of the directors. At any time we may also need to obtain evidence confirming the identities of third parties, the source of any money or funding of property or other assets, and other matters.

We assume that our clients are honest and law abiding. However, if at any time we have grounds to suspect that crime is being committed, we are obliged to make a report to the National Crime Agency (NCA). We are prohibited by the legislation from telling you that we have done this. In such circumstances, we cannot do any work for your company without consent from NCA.

'Criminal property' is money, property, other assets, rights or any benefit derived from criminal activity. Activity is considered 'criminal' if it is a crime under UK law, no matter how trivial. Tax evasion is a criminal offence but an honest mistake is not.

It does not matter who carried out the criminal activity. Even if you are honest in your dealings, if your property represents a benefit from someone else's crime, we must still make a report.

Disclaimer: We will not be liable for any loss suffered by you or any third party as a result of our compliance with the Anti Money Laundering Legislation or any UK law.

#### **Client monies**

We may, from time to time, hold money on your behalf. Such money will be held in trust in a client bank account, separate from our funds.

If there are grounds to suspect that any monies held in a client account are derived directly or indirectly from any criminal activity whatsoever, we may not release such monies until we receive permission to do so from NCA.

# **Fees**

Our fees are computed on the basis of time spent on your affairs and the responsibility and skill involved by the partners and staff of this firm. Unless otherwise agreed, our fees will be charged separately for each main class of work and will be billed at appropriate intervals during the course of the year. Hourly rates are available on request.

We may agree to invoice you monthly for a proportion of your fees in which case these will be payable on a monthly standing order. These standing order payments will be applied to fees for work agreed in this letter of engagement.

If invoices are not subject to payment by standing orders, our terms for such invoices are strictly 7 days net. Interest will be charged on all overdue debts at the rate stated on the invoice or, at the rate applicable under the Late Payment of Commercial Debts (Interest) Act 1998, whichever is the higher.

Should you have any disagreement concerning a fee, this must be notified to us within 7 days of the invoice date. In the absence of such notification, you are deemed to have accepted the invoice and it is payable in full accordance with our normal terms.

If this letter of engagement covers work for a limited company and the company is unable to meet our fees as and when they fall due then the company's directors will be personally, jointly and severally liable in respect of our outstanding fees.

# **Commissions or other benefits**

While we will notify you of any commissions received, you agree that we may retain any such commissions.

# Ownership of records

In the event of non-payment of our fees, we may exercise a right of lien over the books and records in our possession and withhold the documents until such time as payment of our invoice is received in full.

# File destruction

Correspondence and other papers that we may hold older than 6 years will be destroyed unless you request their return in writing. Documents can be collected FOC but a fee will be charged for returning documents by post.

#### **Customer service**

We are committed to providing a high standard of customer service. We welcome suggestions on how our service to you could be improved. We hope that you will not have the need to complain but if you do, we will look into your complaint carefully and promptly and do all we can to explain the position to you and address your concerns.

# Third parties

All accounts, statements and reports prepared by us are for your exclusive use within your business or to meet specific statutory responsibilities.

No third party shall acquire any rights under this agreement to provide professional services.

# **Applicable law**

This engagement letter is governed by, and construed in accordance with the law of the relevant UK jurisdiction as determined by law. Each party irrevocably waives any right it may have to object to any action being brought in Courts of the relevant jurisdiction.

# Agreement of terms

Once 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 for you at any time without penalty. Notice of termination must be given in writing.

Would you please confirm your agreement to the terms set out in this letter by signing. If anything is unclear to you or you require any further information please let us know.

# ANNUAL ACCOUNTS - LIMITED COMPANIES

# **Responsibilities of Directors**

As director of the company, under the Companies Acts you are responsible for ensuring that the company maintains proper accounting records and you are ultimately responsible for preparing accounts.

You undertake to keep records of sales invoices, purchase invoices, receipts and payments, together with any other documents relating to the company's transactions and activities. It will also be necessary for you to provide a record of stock at the company's year end.

A private company is usually required to file its accounts at Companies House within 9 months of the year end. The company will be liable to fines if it fails to do so. In order to avoid this we will produce statutory accounts, suitable for filing, within the required period, provided all your records are complete and presented to us within five months of the year end, and all our queries are promptly and satisfactorily answered.

You will complete all other returns required by law, for example, confirmation statements and notifications of changes in directors and Persons of Significant Control (PSC's), unless you have asked us specifically to deal with these for you. We shall, of course, be pleased to advise you on these and any other company matters if requested.

# **Responsibility of the accountants**

We will prepare the company's accounts on the basis of the information that is provided to us. We will also draft the accounts in accordance with the provisions of the Companies Act, and related Accounting Standards for approval by the Board.

Should our work lead us to conclude that the company is not entitled to exemption from an audit of the accounts, or

should we be unable to reach a conclusion on this matter, then we will advise you of this.

You have instructed us to prepare your financial statements for the year(s) ended [Missing Date: Please Contact Us] and subsequent years. It was agreed that we should carry out the following accounting and other services:

- 1. write up the accounting records of the company insofar as they are incomplete when presented to us;
- 2. complete the postings to the nominal ledger; and
- 3. prepare the accounts for approval by yourselves.

You agree that you will arrange to:

- 1. keep the records of receipts and balances;
- 2. reconcile the balances monthly with the bank statements;
- 3. post and balance the purchase and sales ledgers;
- 4. extract a detailed list of ledger balances; and
- 5. prepare details of the annual stocktaking, including prices and in a form which will enable us to verify the prices readily by reference to suppliers' invoices.
- 6. prepare details of work-in-progress at the accounting date and make available to us the documents and other information from which the statement is compiled.

You are responsible for the detection of irregularities and fraud. We do not undertake to discover any shortcomings in your systems or any irregularities on the part of your employees or others, although we will advise you of any that we encounter in preparing your accounts, unless prohibited from doing so by the Anti Money Laundering Legislation.

We will report that in accordance with your instructions and in order to assist you to fulfil your responsibilities, we have compiled, without carrying out an audit, the accounts from your accounting records and from the information and explanations supplied to us.

We have a professional duty to compile accounts which conform with generally accepted accounting principles and which comply with the Companies Acts and applicable accounting standards.

# **CORPORATION TAX**

We will prepare a computation for corporation tax purposes adjusted in accordance with the provisions of the Taxes Acts for 31/05/2022 and all subsequent years. We will also prepare and file the corporation tax return (form CT600) required under the Corporation Tax Self Assessment regulations within 12 months of the year end. The corporation tax return, together with the supporting corporation tax computations, will be sent to you for approval and signature prior to submission to the Inspector of Taxes.

You accept that in law a taxpayer cannot contract out of his fiscal responsibilities and that computations and return forms are prepared by us as agent for the company. You also accept that you are legally responsible for making correct returns and for payment of tax on time. If we ask you for information to complete the tax return and it is not provided within the time-scale requested, so that the preparation and submission of the return are delayed, we accept no responsibility for any penalty or interest that may arise.

We will advise you of the corporation tax payments to which the company will be liable, together with the due date of payment. You must inform us immediately if the company pays or receives any interest, or transfers any asset to any

shareholder.

Where necessary we will deal with any queries raised by the HM Revenue & Customs and negotiate with HM Revenue & Customs on any question of taxation interest or penalties which may arise.

Any time we need to spend over and above answering straightforward queries raised by the HM Revenue & Customs is additional work for which we will need to charge separately. We will inform you before undertaking any extra work in respect of HM Revenue & Customs enquiries.

To enable us to carry out our work you agree:

- 1. to make a full disclosure to us of all sources of income, charges, allowances and capital transactions and to provide full information necessary for dealing with the company's affairs. We will rely on the information and documents being true, correct and complete;
- 2. to respond quickly and fully to our requests for information and to other communications from us;
- 3. to provide us with information in sufficient time for the company's self-assessment tax return to be completed and submitted by the due date. In order to do this, we need to receive all relevant information within 5 months of the year end; and
- 4. to forward to us on receipt copies of all statements of account, letters and other communications received from HM Revenue & Customs and Companies House to enable us to deal with them as may be necessary within the statutory time limits.
- 5. we can approach such third parties as may be appropriate for information that we consider necessary to deal with your affairs and undertake to authorise such third parties to communicate directly with us.

# DATA PROTECTION

In this section:

- Data Controller, Data Processor, Data Subject, Personal Data, Personal Data Breach, international organisation and processing shall have the respective meanings given to them in the Data Protection Laws (and related expressions shall be construed accordingly).
- Data Protection Laws means any applicable law relating to the processing, privacy and use of Personal Data including: the General Data Protection Regulation (EU) 2016/679 (GDPR); and any laws which implement such laws; any laws that replace, extend, re-enact, consolidate or amend any of the foregoing (provided that the impact of any such replacement, extension or amendment is agreed in writing by the parties).
- Protected Data means Personal Data received from or on behalf of you or otherwise obtained in connection with the performance of our obligations under this letter of engagement.
- Sub-Processor means any agent, sub-contractor or other third party engaged by us (or by any other Sub-Processor) for carrying out any processing of the Protected Data.

#### **Compliance with Data Protection Laws**

In the provision of the services to you, we are required to process your personal data and the personal data (and in some cases special categories of data) of your employees.

Where we are processing your employees' personal data on your behalf, you are the Data Controller and we are the Data Processor. We shall process Protected Data in compliance with the obligations placed on it under this letter.

You shall at all times comply with the Data Protection Laws in connection with the processing of Protected Data. You confirm that that you are entitled to transfer the Protected Data to us and any Sub-Processor in compliance with the Data Protection Laws and shall ensure all instructions given by you to us in respect of Protected Data shall at all times be in accordance with the Data Protection Laws.

## Instructions

We shall only process (and shall ensure our personnel only process) the Protected Data in accordance with this letter (including the Annex) (and not otherwise unless alternative processing instructions are agreed between us in writing) except where otherwise required by applicable law (and in such a case we shall inform you of that legal requirement before processing, unless such applicable law prohibits us from so notifying you).

If we believe that any instruction received by it from you is likely to infringe the Data Protection Laws we shall inform you and be entitled to cease to provide the relevant Services until we have agreed appropriate amended instructions which are not infringing.

# Security

Taking into account the state of technical development and the nature of processing, we shall implement and maintain the technical and organisational measures set out in Part 2 of the Annex to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure and/or access.

# **Sub-Processing and Personnel**

You consent to our appointment of AccountancyManager Limited as a third party processor of Protected Data. We confirm we have entered into a written agreement with AccountancyManager Limited on its standard terms of business.

We shall remain liable to you under this letter for all the acts and omissions of AccountancyManager Limited and each of its personnel as if they were our own and ensure that all persons authorised by us or any Sub-Processor to process Protected Data are subject to a written contractual obligation to keep the Protected Data confidential.

# **Assistance**

We shall (at your cost) assist you in ensuring compliance with your obligations pursuant to Articles 32 to 36 of the GDPR (and any similar obligations under Data Protection Laws) taking into account the nature of the processing and information available to us and assist you (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of your obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any Protected Data.

We shall refer all requests and communications received from Data Subjects or any supervisory authority to you which relate to any Protected Data promptly (and in any event within 3 days of receipt) and shall not respond to any without your written approval and in accordance with your instructions unless and to the extent required by law.

#### International Transfers

We shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the European Economic Authority unless your prior written consent has been obtained.

#### **Records and Audit**

We shall, in accordance with Data Protection Laws, make available to you such information that is in its position or control as is necessary to demonstrate our compliance with our obligations under this letter of engagement. We shall permit audits by you (or another auditor appointed by you (provided such auditor has entered into a confidentiality undertaking with, and in terms reasonably acceptable to, us and such auditor is not our competitor) for this purpose, subject to a maximum of one audit in any 12 month period.

#### **Breach**

We shall notify you without undue delay and in writing on becoming aware of any Personal Data Breach in respect of any Personal Data.

## Deletion/Return

On ceasing to provide the Services relating to the processing of Protected Data, at your cost and option, we shall either return all of the Protected Data to you or securely dispose of the Protected Data except to the extent any applicable law requires us to store such Protected Data.

# **Data Processing Details**

Our processing of the Protected Data under this letter of engagement shall be for the subject-matter, duration, nature and purposes and involve the types of personal data and categories of Data Subjects set out below:

# 1. Subject-matter of processing:

We will process Protected Data in order to perform our obligations under this letter of engagement.

# 2. Duration of the processing:

We will process the Protected Data for the term of our agreement (and any exit period) and thereafter as long as we are required to process any Protected Data pursuant to the Data Protection Legislation.

# 3. Nature and purpose of the processing:

The nature and purpose of the processing of the Protected Data will be to perform its obligations under this letter of engagement.

# 4. Type of Personal Data:

The types of Protected Data will be those detailed under the section of this letter of engagement entitled "Payroll Preparation and PAYE".

# 5. Categories of Data Subjects:

Customers

# 6. Specific processing instructions:

To administer your accounts in accordance with your instructions and in accordance with the terms of this Letter of Engagement.

# **Technical and Organisational Security Measures**

We shall implement and maintain the following technical and organisational security measures to protect the Protected

#### Data:

In accordance with the Data Protection Laws, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of the Protected Data to be carried out under or in connection with this letter of engagement, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons and the risks that are presented by the processing, especially from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Protected Data transmitted, stored or otherwise processed, we shall implement appropriate technical and organisational security measures appropriate to the risk, including what is appropriate to those matters mentioned in Articles 32(a) to (d) of the GDPR.

# STANDARD TERMS AND CONDITIONS

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 separate letters of engagement.

# **Applicable law**

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, English law. Each party agrees that the Courts of English law 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.

# **Authorisation and registration**

RD Accounting Limited are registered with the Association of Chartered Certified Accountants as chartered certified accountants and can be found on the register of members at <a href="http://members.accaglobal.com/en/find-an-accountant">http://members.accaglobal.com/en/find-an-accountant</a>.

We are registered as auditors by the ACCA in the UK and details of our registration can be found at www.auditregister.org.uk or at http://members.accaglobal.com/en/find-an-accountant.

# **Bribery Act 2010**

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**

We may, from time to time, hold money on your behalf. Such money will be held in trust in a client bank account, which is segregated from the firm's funds. The account will be operated, and all funds dealt with, in accordance with the Clients' Monies Rules of the Association of Chartered Certified Accountants. These rules can be found on the ACCA website at http://www.accaglobal.com/en.html.

We will return monies held on your behalf promptly as soon as there is no longer any reason to retain those funds. If any funds remain in our client account that are unclaimed and the client to which they relate has remained untraced for five years or we as a firm cease to practise, then we may pay those monies to a registered charity.

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**

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. We will reduce the fees we would otherwise charge by the amount of the commissions or benefits. When we reduce the fees that we would otherwise charge by the amount of commission retained, we will apply the concession which allows VAT to be calculated on the net fee after deduction of the commission.

#### Communication

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.

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 despatch. 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.

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

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.

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

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**

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

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. Safeguards may include measures such as separate teams,

physical separation of teams, and separate arrangements for storage of and access to information. Where possible this will be done on the basis of 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.

#### Consumer credit

The firm is not authorised by the Financial Conduct Authority (FCA) for non-credit related activities. We fall within the ACCA DPB regime (FSMA 2000 Part 20) for incidental Consumer Credit services that we provide to you as part of your professional accounting and tax services.

# **Data Protection**

To enable us to discharge the services agreed, comply with related legal and regulatory obligations and for other related purposes including updating and enhancing client records and analysis for management purposes, as a data controller, we may obtain, use, process and disclose personal data about you / your business / company / partnership / its shareholders / members / officers and employees as described in our privacy notice. We confirm when processing data on your behalf that we will comply with the provisions of all relevant data protection legislation and regulation.

You are also an independent controller responsible for complying with data protection legislation and regulation in respect of the personal data you process and, accordingly where you disclose personal data to us you confirm that such disclosure is fair and lawful and otherwise does not contravene relevant requirements. Nothing within this engagement letter relieves you as a data controller of your own direct responsibilities and liabilities under data protection legislation and regulation.

Our privacy notice, which can be found on our website at www.rd-accountingltd.co.uk explains how we process personal data in respect of the various services that we provide.

# Disengagement

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

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.

# **Fees**

Our fees may depend not only upon the time spent on your affairs but also on the level of skill and responsibility and the importance and value of the advice that we provide, as well as the level of risk.

If we provide you with an estimate of our fees for any specific work, then the estimate will not be contractually binding unless we explicitly state that that will be the case.

Where requested we may indicate a fixed fee for the provision of specific services or an indicative range of fees for a particular assignment. It is not our practice to identify fixed fees for more than a year ahead as such fee quotes need to be reviewed in the light of events. If it becomes apparent to us, due to unforeseen circumstances, that a fee quote is inadequate, we reserve the right to notify you of a revised figure or range and to seek your agreement thereto.

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.

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

It is our normal practice to ask clients to pay by monthly direct debit and to periodically adjust the monthly payment by reference to actual billings.

You authorise us to settle our agreed fees from any money held on your behalf in the client account.

We reserve the right to charge interest on late paid invoices at the rate of 3% 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.

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.

All fees are subject to annual inflationary increases in line with CPI inflation in the month of billing / review. CPI can be found here: https://www.ons.gov.uk/economy/inflationandpriceindices

# **Fixed Fees**

Each fixed fee agreement will be for a 12-month (annual) period unless otherwise agreed. The fixed fee will be paid by equal monthly instalments via Direct Debit.

Each year, prior to renewal of the agreement a new fixed quote will be provided based on actual time costs for the previous year and any knowledge of future work required. If no objections or queries are received prior to the new agreement commencing your Direct Debit will be altered in accordance with the new quote provided.

Typically, our aim is to bill 50% either side of the year end in question, e.g. for a March 2017 year end the agreement period would be October 2016 to September 2017. Therefore, upon initial engagement a one off fee may be raised.

One months' notice is required to cancel any fixed fee agreement and upon cancellation we will calculate any under of over payment. This will be calculated as time costs less amounts billed to date.

Work outside of the Fixed Fee Agreement will be billed separately or our monthly charge will increase. Any additional charges will always be communicated to you in advance.

Should an accounting period be shortened/lengthened our fee quote and direct debit will be adjusted as required.

# **Implementation**

We will only assist with implementation of our advice if specifically instructed and agreed in writing.

# Intellectual property rights

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

If any provision of this engagement letter, schedules of services or standard terms and conditions is held to be void, then that provision will be deemed not to form part of this contract and the remainder of this agreement shall be interpreted as if such provision had never been inserted.

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**

Should you require advice on investment business which we are unable to give as we are not authorised by the Financial Conduct Authority or the Prudential Regulation Authority we can introduce you to a suitable independent permitted third party.

The permitted third party will issue you with his own terms and conditions letter, will be remunerated separately for their services and will take full responsibility for compliance with the requirements of the Financial Services and Markets Act 2000 and the Financial Services Act 2012. We will act as introducers but would be pleased to comment on, or explain any advice received and if required attend any meetings with you.

# Lien

In so far 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

We will provide our services with reasonable care and skill. Our liability to you is limited to losses, damages, costs and expenses caused by our negligence or wilful default.

# 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.

# Exclusion of liability in relation to circumstances beyond our control

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

# 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 wilful 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.

# 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 in defending it.

# Limitation of aggregate liability

Where the engagement letter specifies an aggregate limit of liability, then that sum shall be the maximum aggregate liability of this company[ACCA9], its directors, [ACCA10] agents and employees to all persons to whom the engagement letter is addressed and also any other person that we have agreed with you may rely on our work. By signing the engagement letter, you agree that you have given proper consideration to this limit and accept that it is reasonable in all the circumstances. If you do not wish to accept it, you should contact us to discuss it before signing the engagement letter.

You have agreed that you will not bring any claim of a kind that is included within the subject of the limit against any of our directors/members or employees[ACCA11]; on a personal basis.

# **Limitation of Third Party Rights**

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. 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. 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.

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.

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.

# **Money Laundering Regulations 2007**

In accordance with the Proceeds of Crime Act, The Terrorism Act, Money Laundering Regulations 2017 and The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) 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).

You also acknowledge that we are required to report directly to the 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.

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. If we are not able to obtain satisfactory evidence of your identity, we will not be able to proceed with the engagement

Copies of such records created as part of the client due diligence process, including any non-engagement documents relating to the client relationship and ongoing monitoring of it, will be retained by us for a period of five years after we cease to act for the business unless we are required to retain them under statutory obligation, or to retain them for legal proceedings, or you consented to the retention in which case the records will be retained for not more than 10 years.

## **Notification**

We shall not be treated as having notice, for the purposes of our audit/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

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 periods before that date.

Each of us may terminate this agreement by giving not less than 30 days' notice in writing to the other party except where you fail to cooperate with us or we have reason to believe that you have provided us or HMRC with misleading information, in which case we may terminate this agreement immediately. Termination will be without prejudice to any rights that may have accrued to either of us prior to termination.

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 or regulatory reasons to cease work immediately. In that event, we shall not be required to carry out further work and shall not be responsible or liable for any consequences arising from termination.

# **Professional rules and statutory obligations**

We will observe and act in accordance with the by-laws, regulations and ethical guidelines of the Association of Chartered Certified Accountants (ACCA) and will accept instructions to act for you on this basis. In particular, you give us the authority to correct errors made by HMRC where we become aware of them. We will not be liable for any loss, damage or cost arising from our compliance with statutory or regulatory obligations. You can see copies of these requirements at our offices. The requirements are also available online at <a href="https://www.accaglobal.com/en.html">www.accaglobal.com/en.html</a>.

# **Provision of Services Regulations 2009**

In accordance with our professional body rules we are required to hold professional indemnity insurance. Details about the insurer and coverage can be found at our offices.

# **Quality control**

As part of our ongoing commitment to providing a quality service, our files are periodically reviewed by an independent regulatory or quality control body. These reviewers are highly experienced and professional people and, of course, are bound by the same rules for confidentiality as our directors and staff.

# **Quality of service**

We aim to provide a 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 Richard Dunkley.

We undertake to look into 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 Association of Chartered Certified Accountants. This should be done promptly and in any event no later than 6 months after exhausting our procedures.

Should ACCA consider a complaint appropriate for conciliation, it is competent to offer alternative dispute resolution through its Conciliation Service. ACCA's website address is www.accaglobal.com. Please note that, under the Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) conciliation process we are not obliged to submit to ACCA's conciliation process.

#### Reliance on advice

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 papers**

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 and 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;

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.

# Timetable

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

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.

# **AGREEMENT**

I confirm that I have read and understood the contents of this letter of engagement and agree that it accurately reflects the services that I have instructed you to provide to my limited company, FoodLoose Limited.

Signed O. Becker Date 06/10/2022

Print Name: Adrian Becker Position: Director

For an on behalf of FoodLoose Limited.



TITLE Foodloose 2022 Accounts

 FILE NAME
 2022 Accounts - Draft 15-09-22.docx and 2 others

 DOCUMENT ID
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AUDIT TRAIL DATE FORMAT DD / MM / YYYY

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# Document history

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(cathy@foodloose.co.uk) and Jenny Jenkins

(jenny@foodloose.co.uk) from info@rd-accountingltd.co.uk

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Signed

# Document history

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The document has been completed.