

Walker Smith Global Limited terms and conditions with The Company/You – Accountancy Pro

Introduction

These terms and conditions set out the general terms under which we undertake our business and together with the signed engagement form, constitute our agreement with you to the exclusion of all other terms and conditions (including any terms and conditions which you purport to apply) (the “**Agreement**”).

1 Fees

- 1.1 We provide our services as set out in Clause 2 (the “**Services**”) to you in return for your payment to us of certain fees, as set out in this clause (the “**Fees**”).
- 1.2 You agree to pay monthly instalments of £110 + VAT (the “**Fees**”) which is due on the 1st of each month in advance. For the first month, you have the option of making payment manually via card payment, electronic transfer or Cheque. Thereafter, you agree that all future payments of the Fees will be paid monthly via standing order.
- 1.3 In some cases, you may be entitled to assistance from third parties with 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 directly you will need to advise us of any such insurance cover that you have. You will remain liable for the Fees regardless of whether all or part are liable to be paid by your insurers or any other third party.
- 1.4 The Fees do not include the costs of any third party or other professional fees.
- 1.5 It is our normal practice to require clients to pay monthly as detailed in point 1.2.
- 1.6 Without prejudice to any other rights we may have hereunder, we reserve the right to suspend our Services or to cease to act for you on giving written notice if payment of any of the Fees is delayed. We may at our discretion choose not exercise these rights until you have failed to respond within 2 weeks of such correspondence being sent out.
- 1.7 We reserve the right to charge interest at the rate of 8% above the Bank of England base lending rate if there shall be any delay in the payment of any amount of the Fees and this will be charged from the due date until the date of payment, running from day to day and compounded monthly under the Late Payment of Commercial Debts (Interest) Act 1998.
- 1.8 If the Company is unable or unwilling to pay our Fees we reserve the right to seek payment from the individual (or parent company of the Company) giving us instructions on behalf of the Company and you agree that we shall be entitled to enforce any sums due against the group/parent company or individual nominated to act for you.
- 1.9 All amounts due under this Agreement shall be paid in full without any right to invoke set-off, deductions, withholdings or other similar rights.

2 Services

- 2.1 In return for payment of the Fees we will make available to you the following Services:
- 2.1.1 Formation of the Company;
 - 2.1.2 Register the Company for PAYE and Corporation Tax and the Director(s) for Self Assessment;
 - 2.1.3 Provide a view on the IR35 status of the Company's first/most recent assignment;
 - 2.1.4 Make available an online Portal;
 - 2.1.5 Act as agent for the Company with HMRC;
 - 2.1.6 Prepare and process the Company's monthly payroll including submitting the relevant RTI returns;
 - 2.1.7 Prepare and submit the Company's annual accounts;
 - 2.1.8 Prepare and submit the Company's annual corporation tax return and provide you with the necessary information in order to make any corresponding payment;
 - 2.1.9 Prepare and submit the Company's annual return;
- 2.2 If, during the provision of Services to you, you need advice on investments, including insurances, we may have to refer you to someone who is authorised by the Financial Services Authority or licensed by a Designated Professional Body.

3 Retention of records

- 3.1 During the course of our work we may collect information from you and others relevant to your affairs. We will return any relevant documents to you if requested.
- 3.2 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.

4 Timetable

- 4.1 Indicative timescales for delivery of the Services are as follows:

Payroll:	Payslip(s) to be produced on the last working day of each month.
Tax Liabilities:	Preparation of PAYE/NI and Corporation Tax calculations and relevant submissions to HMRC in line with statutory deadlines for the Company.
Annual Return:	Preparation and submission in line with statutory deadline for the Company
Production of Annual Accounts:	Draft annual accounts to be completed within 9 months of the Company year-end.

4.2 The parties agree that the timescales set out in clause 4.1 are estimates only and the time for provision/completion of the Services shall not be of the essence nor made of the essence by notice. The timing of our work and the provision of the Services is in any event dependent on you supplying the information required within any time frames specified by us to enable us to provide the relevant Services

5 Third parties

5.1 Any advice and information we provide to you as part of our Services will be provided on the basis that it is for your sole use and benefit only and shall not be disclosed to any third party in whole or part without our prior written consent. If our advice / information is disclosed to any third party (including to any group company of the Company) (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 such advice / information.

6 Contracts (Rights of Third Parties) Act 1999

6.1 The advice and information we provide to you as part of our Services is for your sole use and not for any third party to whom you may communicate it unless we have otherwise expressly agreed in writing that a specified third party may rely on our work. We accept no responsibility to third parties, including any group company of the Company who is not a party to this Agreement, for any advice, information or material produced as part of our work for you which you make available to them. Without prejudice to clause 5.1, none of the provisions of this Agreement are intended to be for the benefit of, or enforceable by any third party and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

7 Confidentiality

7.1 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. Subject to the foregoing, unless we are authorised by you to disclose information on your behalf this undertaking will apply during and after this Agreement.

7.2 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.

7.3 For the purposes of this Agreement, Confidential Information means all confidential information (however recorded or preserved) disclosed by a party or its representatives to the other party and that party's representatives whether before or after the date of this Agreement in connection with the Services to be provided by the parties under this Agreement concerning:

- (a) the terms of this Agreement;
- (b) any information that would be regarded as confidential by a reasonable business person relating to:
 - (i) the business, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the disclosing party (or of any member of the group of companies to which the disclosing party belongs); and
 - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party (or of any member of the group of companies to which the disclosing party belongs);
 - (iii) any information developed by the parties in the course of carrying out this Agreement;
- (c) but does not include any information that:
 - (i) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its representatives in breach of this Agreement); or
 - (ii) was available to the receiving party on a non-confidential basis prior to disclosure by the disclosing party; or
 - (iii) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or
 - (iv) was known to the receiving party before the information was disclosed to it by the disclosing party; or
 - (v) the parties agree in writing is not confidential or may be disclosed; or
 - (vi) is developed by or for the receiving party independently of the information disclosed by the disclosing party.

8 Quality of service

- 8.1 We aim to provide a high quality of service at all times. You will have access to an accountant for the duration of this Agreement who will endeavour to respond to your queries within 72 hours. If you would like to discuss with us how our Services could be improved, please do contact us.
- 8.2 We will promptly look into any complaint regarding the level of service received and will resolve it as soon as possible.

- 8.3 We have the necessary skill to provide the Services and will cooperate with you, meet with you where necessary and that the Services will otherwise comply with applicable law.
- 8.4 We reserve the right to make changes to the Services if it is more appropriate to your situation or should it be required by law.
- 8.5 You agree to cooperate fully with us and provide any information we require to perform the Services.
- 8.6 As further detailed in clause 15.2 the quality of service applies to the provision of Services and we have no liability for the failures of third parties, particularly where those failures mean we cannot provide the Services under this Agreement.

9 Communication

- 9.1 Unless you instruct us otherwise we may, where appropriate, communicate with you and with third parties on your behalf via email or by other electronic means. The recipient is responsible for virus checking emails and any attachments.
- 9.2 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. 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.

10 Data Protection Act 1998

- 10.1 We confirm that we will comply with the provisions of the Data Protection Act 1998 when processing personal data provided by the Company about you and any other Company representative. In order to carry out the Services under this Agreement and for related purposes such as updating and enhancing our client records, analysis for management purposes and statutory returns, legal and regulatory compliance and crime prevention and you hereby consent that we may obtain, process, use and disclose personal data about you.

11 Money Laundering Regulations 2007

- 11.1 In accordance with the Proceeds of Crime Act 2002 and Money Laundering Regulations 2007 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.

- 11.2 You also acknowledge that we are required to report directly to the National Crime Agency 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.
- 11.3 As a specific requirement of the Money Laundering Regulations we will require you to produce evidence of identity. Copies of such records will be maintained by us for a period of at least five years after we cease to act for you.
- 11.4 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.

12 Intellectual property rights

- 12.1 We will retain all intellectual property rights, including copyright in any material prepared by us during the course of carrying out the Services save where the law specifically provides otherwise. You acknowledge that all intellectual property rights, including copyright, trademarks, patents and other intellectual property rights deriving from the Services carried out by us shall belong to Walker Smith Global Limited. Accordingly you shall execute all documents and do all such acts as we shall from time to time require in order to give effect to our rights pursuant to this clause.

13 Interpretation

- 13.1 If any provision of this Agreement shall be held to be illegal, void or unenforceable, in whole or in part, the parties will agree in good faith an amendment to that provision to make it valid and legal reflecting as much as possible their original intent. The validity and enforceability of the rest of this Agreement shall be unaffected.
- 13.2 In this Agreement unless specified otherwise references to: (i) "include" and "including" are to be construed without limitation; (ii) "the Company" means "you" and vice versa; and (iii) "in writing" means by email.

14 Lien

- 14.1 Insofar as permitted to do so by law or professional requirements, we reserve the right to exercise a lien over all funds, documents and records in our possession relating to this Agreement until all outstanding Fees and disbursements incurred on your behalf are paid in full.

15 Limitation of liability

- 15.1 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.
- 15.2 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 by you and/or third parties 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.
- 15.3 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 Agreement if the delay or failure is caused by circumstances outside our control, including any event of force majeure.
- 15.4 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 by you if information material to the Services we are providing is withheld or concealed from us or wrongly misrepresented to us by you for any reason including due to fraudulent acts, misrepresentation and/or wilful default on the part of the Company (including any of its directors, officers, employees, agents and/or advisers). Furthermore you agree to indemnify us on demand for and against any and all actions, causes of action, claims, damages, losses, liabilities, costs, legal fees, fines and/or penalties in each case whether or not the same arises during or after the term of this Agreement which arise out of or in connection with any third party claim against us and/or our agents relating to the provision of the Services hereunder (including any claim by any regulatory authority and any claim arising as a result of fraud from your acts and/or omissions).
- 15.5 Indemnity for unauthorised disclosure.
You agree to indemnify us on demand for and against an and all actions, causes of action, claims, damages, losses, liabilities, costs, legal fees, fines and/or penalties in each case whether or not the same arises during or after the term of this Agreement which arise out of or in connection with any third party claim (including any claim for negligence) against us and/or our agents arising out of any unauthorised disclosure of our advice and opinions, whether in writing or otherwise and any breach by you of the terms and conditions of this Agreement. 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.
- 15.6 Limitation of aggregate liability
Subject to clause 15.8, our total aggregate liability, to you (including in respect of our partners, employees and agents) arising out of or in connection with this Agreement and any of the Services provided to you under this Agreement) shall not exceed the amount of the Fees received by us from you pursuant to this Agreement at the time of such liability arising.
- 15.7 Types of loss we will not be liable for.
Subject to clause 15.8, we will not be liable to you, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise for: (i) costs or expenses, (ii) loss of actual or anticipated profits, (iii) loss of contracts, (iv) loss of use of money, (v) loss of

anticipated savings, (vi) loss of revenue, (vii) loss of goodwill, (viii) loss of reputation, (ix) loss of business, (x) ex gratia payments, (xi) loss of operation time, (xii) loss of opportunity, (xiii) loss caused by the diminution in value of any asset, and (xiv) loss of, damage to, or corruption of, data (whether in each case arising directly or indirectly) or for any indirect and/or consequential loss or damage arising out of or in connection with this Agreement.

- 15.8 Nothing in this Agreement excludes or limits our liability for death or personal injury or excludes our liability to an extent greater than is permitted by law.

16 Reliance on advice

- 16.1 We will endeavour to record all advice to you 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.

17 Conflicts of interest

- 17.1 We will inform you if we become aware of any conflict of interest in our relationship with you or in our relationship with you and another client. Where a conflict of interest is identified by us and as a consequence we consider acting reasonably that we are unable to continue to carry out the Services we shall have the right to terminate this Agreement on notice to you with immediate effect.
- 17.2 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.

18 Term and termination

- 18.1 Unless otherwise agreed with you the provision of the Services will begin when we receive your signed engagement form. Payment of the first instalment of the Fees will also be deemed as acceptance of this Agreement.
- 18.2 The initial period of this Agreement will be 12 months during which time you must ensure the Fees in respect of the initial period are paid in full and on time.
- 18.3 Either party will have the right to terminate this Agreement at any time after the initial period by giving at least 30 days' notice in writing to the other party to expire at the end of the initial period or at any time after that.
- 18.4 Either party may terminate this Agreement by written notice to the other at any time if that other party:

- (a) commits a breach of this Agreement and, in the case of a breach capable of remedy, fails to remedy the breach within 14 days of being required to do so in writing; or
- (b) becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

18.5 In the event of termination of this Agreement:

- (a) We will endeavour to agree with you the arrangements for the completion of work in progress at that time; unless we are required by legal or for regulatory reasons to cease work immediately and are therefore unable to complete the necessary work. For the avoidance of doubt, in the event of termination you agree that the costs incurred by us in connection with completing any work in progress shall be payable by you following receipt of an invoice from us (in accordance with the terms thereof) in addition to any Fees; and
- (b) Notwithstanding clause 18.5(a), you agree that any payments due to us in respect of the period prior to the date of termination (even where payable after the date of termination) shall be payable by you following receipt of an invoice from us (in accordance with the terms thereof).

19 Disengagement

- 19.1 Should either party terminate this Agreement a disengagement letter will be issued by us to you to ensure that our respective responsibilities are clear.

20 General Terms

- 20.1 (i) This Agreement constitutes the entire agreement between you and us for the supply of the Services and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between US, whether written or oral, relating to its subject matter.
- (ii) Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- (iii) Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- (iv) Nothing in this Agreement shall limit or exclude any liability for fraud.
- 20.2 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. 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.

- 20.3 The construction, validity and performance of this Agreement is governed by English law and the parties accept the exclusive jurisdiction of the English courts.