

Terms of Business

1. DEFINITIONS AND INTERPRETATION

1.1 In these terms of business (Terms), the following terms shall have the following meanings:

Affiliates any holding company or subsidiary company of the Company or any subsidiary company of any holding company;

Company means SJD Accountancy Services Limited company number 06277058 whose registered office is at KD Tower, Cotterells, Hemel Hempstead Hertfordshire, HP1 1FW and us, our, we shall be construed accordingly;

Confidential Information means any information that is directly or indirectly disclosed by the Company or the Customer (the disclosing party) to the other (the receiving party) whether in writing, electronically, orally or otherwise, which would appear to a reasonable person to be confidential and which relates to the business and affairs of the disclosing party including in relation to the Company, all log in details and information relating to the Portal and in relation to either Party includes all business, technical, statistical, financial, marketing, personnel, customer or supplier details, know-how, designs, trade secrets, creative information or materials and all information derived from the above other than information that was in the public domain at the time it was disclosed or becomes available in the public domain without breach of any obligation of confidentiality; that is given to the receiving party by a third party who is lawfully entitled to disclose it; or that was already known or independently generated by the receiving party;

Contract means together these Term, the Schedules and Engagement Email;

Customer means you, as an individual or an entity and includes your Representatives and any other user that you grant access to the Portal and you, your shall be construed accordingly;

Engagement Email means the written confirmation sent to you confirming the Services to be provided;

Fees means the fees as detailed in the Engagement Email and such other documents referred to in the Engagement Email which are payable by the Customer to the Company in accordance with clause 5 and as may be varied from time to time;

Losses means any losses, costs, expenses, claims or damages, whether direct, indirect or consequential and including any late filing penalties, interest, additional tax liability or charges;

Parties means each of the Company and the Customer (and Party shall mean either of them as applicable);

Portal means the customer portal provided by the Company, registration details for which will be provided to you;

Relevant period refers to a calendar month unless you pay for services annually (in advance), in which case the relevant period is a calendar year, commencing on the Commencement Date;

Representatives means a Party's employees, officers, sub-contractors and representatives;

Services means the provision of accountancy services as more particularly identified in the Engagement Email. A full description of each of the services which may be provided is set out in the Schedules;

Intellectual Property Rights means patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, computer software, database rights, rights to use and protect the confidentiality of Confidential Information including know how and trade secrets, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extension of, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

1.2 In these Terms:

1.2.1 unless the context requires otherwise, words in the singular shall include the plural and in the plural shall include the singular;

1.2.2 the headings are for ease of reference only and shall not affect construction or interpretation;

1.2.3 any phrase introduced by the terms **including**, **include**, or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;

1.2.4 reference to **in writing** and **written** shall include by email.

2. BASIS OF CONTRACT

2.1 These Terms apply to the Services provided by us to you and together with the Engagement Email, constitute the entire Contract between us and you to the exclusion of all other terms and conditions including any terms and conditions which you seek to impose or incorporate, or which are howsoever implied including by trade, customer practice or course of dealing. If there is any inconsistency between the Engagement Email and the Terms, the Terms shall prevail.

2.2 These Terms are deemed to be accepted by you and the Contract will commence on the date agreed in writing by the Parties, or if no such date is expressly agreed, on the earlier of:

2.2.1 the acceptance by you of the Contract; or

2.2.2 the commencement of the Services by us;

(the **Commencement Date**) and shall continue in force until the Services are terminated in accordance with clause 12 of these Terms or otherwise by operation of law.

3. PROVISION OF SERVICES

Call recording

- 3.1 We may record and/or monitor telephone calls, emails and any other communications between you and us for the purposes of training, security, quality control and other lawful business purposes.

Conflicts of interest

- 3.2 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 unless we are unable to do so because of our confidentiality obligations. We have safeguards that can be implemented to protect the interests of different clients if a conflict arises. Where conflicts are identified which cannot be managed in a way that protects your interests then we regret that we will be unable to provide further Services.
- 3.3 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. We reserve the right to provide services for other clients whose interests are not the same as yours or are adverse to yours subject of course to the obligations of confidentiality referred to above.

Money Laundering Regulations 2017

- 3.4 In accordance with the Proceeds of Crime Act 2002 and Money Laundering Regulations 2017 you agree to waive your right to confidentiality to the extent of any report made, document provided or information disclosed to the National Crime Agency (NCA).
- 3.5 You also acknowledge that we are required to report directly to SOCA without prior reference to you or your representatives if during the course of providing services to you, the person undertaking the role of Money Laundering Reporting Officer becomes suspicious of money laundering.
- 3.6 We are required to gather evidence of the identification of our customers by way of customer due diligence. For this purpose we will request personal information from you and we will undertake electronic verification of identification checks for these purposes. We do not accept any liability to you for any Losses caused to you or for any delay in providing the Services due to undertaking these checks or any failure or delay by you in providing the requested information.
- 3.7 If we are unable to complete the customer due diligence checks that we are required to carry out by law, then we are legally required to terminate the Contract and our relationship with you

Internal disputes within a client

- 3.8 If we become aware of a dispute between the parties who own or are in some way involved in the ownership and management of the Customer, it should be noted that our client is the business and we would not provide information or services to one party without the express knowledge and permission of all parties. Unless otherwise agreed by all parties we will continue to supply information to the normal place of business for the attention of

the director identified in the Engagement Email. If conflicting advice, information or instructions are received from the Customer we will refer the matter back to the director and take no further action until the action to be taken has been agreed

Client monies

3.9 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 our company's own funds. Fees paid by you in advance for professional work to be performed and clearly identifiable as such shall not be regarded as client monies.

Quality control and complaints procedure

3.10 As part of our on-going commitment to providing a quality service, we periodically review our files for quality control. In agreeing these terms you accept that all information we hold may be made available as part of the quality control procedures applied.

3.11 We are committed to providing a high standard of customer service. If you are dissatisfied with the service you are receiving please let us know. Should you wish to make a complaint you should in the first instance raise the matter with your accountant or local office. If your complaint is not dealt with to your complete satisfaction, we request that you contact their team manager in writing or by email who will undertake a full review of the facts. For further ways to contact us, please read our complaints procedure which is set out on our website. We undertake to investigate and deal with every complaint promptly.

Regulated financial services, Investment Business and Referrals

3.12 We are not regulated by the Financial Conduct Authority to conduct Investment Business activities. You should contact an Independent Financial Advisor (IFA) should you wish to obtain advice of this nature. By accepting these terms, you agree that we may refer all such business to an authorised IFA as we consider appropriate. If you have an existing or preferred advisor we shall comply with all reasonable instructions received from you to provide them with such information as requested.

3.13 We do not provide advice in connection with the selection of products recommended by any IFA or other third party and we make no warranties concerning the service that is ultimately provided by them.

3.14 In addition, we may refer, where appropriate and on your instructions, you to banking, insurance or other relevant third party service providers. No such referred service providers are owned, managed or controlled by the Company or any of its Affiliates.

3.15 Our banking partners provide various bank account facilities for businesses and individuals which can be accessed directly or via an approved introducer appointed by them. Where requested by you, we will act as that introducer. We do not provide advice in connection with the selection of any of our banking partners compared with other banks nor on the selection of the account applied for, and we make no warranties concerning the service that is ultimately provided by them.

3.16 In acting as introducer, we may receive payments from such referred business partners and such payments may continue after the termination of the Contract. We will notify you of the relevant rates of commission where applicable. You hereby consent to these amounts being retained by us.

Registered office

- 3.17 Where your company is incorporated in England and Wales you may, at our discretion, use our office address for your company's registered address recorded with Companies House. We will action correspondence received from Companies House and HMRC on behalf of your company where applicable to the Services.
- 3.18 We may forward other correspondence received from HMRC, Companies House, or other Government departments which only communicate with the registered office and clearly marked legal papers to the contact address we hold on record for you. We will not forward any other communications.
- 3.19 It is your responsibility to maintain a trading address for your limited company in addition to a registered office address. Where possible we will forward mail received in electronic format. Where mail is forwarded by us through the post it is deemed to arrive at your postal address two working days after the day that the document was sent. 3.20 Although every effort will be made to ensure a reliable service, we will not be liable for any Losses in the event of any systems failure or in the event that post sent by us does not reach you.
- 3.21 On the termination date of the Contract you must notify Companies House of a new registered office address. To the extent that you do not change the registered office address, we accept no liability for any Losses suffered by you. We shall have no obligation to forward any correspondence received by us in the event that you fail to change the registered office address.

Retention of records

- 3.22 During the performance of the Services we will collect information from you and others acting on your behalf and will return any original documents to you following completion of our work. It is your responsibility to retain documents and records for your business in line with current legislation.
- 3.23 Files and documents created during the provision of the Services belong to us and will remain under our power and control. It is not our practice to grant access to or release such files or documents other than in the course of due diligence investigations where we have received a formal request suitably releasing us from liability.
- 3.24 We destroy correspondence and other papers that we store which are more than six years old, other than documents that we consider are of continuing significance to ourselves or other third parties.
- 3.25 We may choose to hold documents in electronic format and in such cases we may destroy original papers that we hold earlier than as stated above.
- 3.26 We reserve the right to charge, at our discretion, additional fees should we be requested to provide copies of original documents or records to you or any other accountant taking over the provision of your accountancy services or in relation to the storage of any documents that we hold on your behalf.

Electronic communication

- 3.27 It is your responsibility to inform us of any changes to your contact details. We will not be held liable for any Losses whatsoever arising from communications not received by you due to your failure to comply with this obligation.

- 3.28 As internet communications are capable of data corruption we do not accept any responsibility for changes made to communications after they are sent by us. For this reason it may be inappropriate to rely on advice contained in an email without seeking written confirmation of it. All risks connected with sending commercially sensitive information relating to you or your businesses are borne by you and are not our responsibility. If you do not accept this risk you should notify us in writing that email is not an acceptable means of communication.
- 3.29 Email will be used extensively to communicate with you. As with any other means of delivery this carries with it the risk of inadvertent misdirection or non-delivery. It is the sole responsibility of the recipient to carry out a virus check on any attachments received.
- 3.30 From time to time we may make available the means to submit data electronically which may include spreadsheets, electronic forms and on line web services. The provision of such electronic and on line services is wholly at our discretion and we make no representations as to the security or reliability of such services.

4. CUSTOMER RESPONSIBILITIES

- 4.1 You are responsible for the completeness, accuracy and timely submission of accounting information and the provision of proper explanations to us. Accounting information and explanations relating to a calendar month should be submitted to us within 14 days of the end of the month. We shall from time to time request further information or more detailed explanations concerning the information provided or considered inaccurate or incomplete and it is your responsibility to respond promptly and completely to those requests.
- 4.2 Information shall comprise the information you submit on the Portal or to us directly, together with all supporting bank statements, invoices and vouchers you provide. The information provided by you to us will form the basis of all annual and other financial statements, all submissions, calculations, returns and financial advice, including calculations of VAT, PAYE, Corporation Tax, income tax and all other relevant taxes due.
- 4.3 We do not audit the information provided by you and you remain wholly responsible for ensuring that all transactions are valid, acceptable and properly supported by documentation. We are under no obligation to specifically identify missing or incomplete information or explanations.
- 4.4 In relation to VAT returns and confirmation statements, we will ask you to notify us of any changes required to a return or confirmation statement and in the absence of any such changes being received, we will submit any returns and confirmation statements to HMRC on your behalf without further notice. We will submit SATR and annual accounts and any other returns to you for approval prior to submission to HMRC. Ultimately the legal responsibility for any statement or return rests solely with you as the officer or representative of the business. The payment of all tax liabilities, penalties, interest or surcharges that may arise from their submission remain with you.
- 4.5 We shall interpret tax legislation and assess the probable outcome in your specific circumstances based upon our reasonable professional skill and expertise and the information and explanations supplied by you. Ultimately, you as the officer or representative of the business and the business as

taxpayer will be responsible for the outcome concerning the application of any legislation.

- 4.6 Whilst from time to time we may inform you of changes in legislation or its interpretation, you remain solely responsible for seeking professional advice from us. It is your responsibility to inform us of material changes in your circumstances.
- 4.7 Whilst we anticipate that we will identify any material error or omission we do not undertake to do so. You are responsible for submitting information in an orderly and secure manner, we are not responsible for information provided otherwise than in an orderly or secure manner or for information lost in transit. On request, we will provide you with confirmation that information has been received.
- 4.8 You must tell us immediately if there is a change to your company's circumstances or any of the facts which you have told us about and which affects our ability to provide the Services in accordance with the terms of the Contract. If we become aware of such change we will advise you that this is the case. These changes would include an increase in the number of employees, changes to the nature of your business or how your business is operated. These changes may mean that we will also need to provide additional Services to you. If you do not agree to our providing these additional Services to you then we accept no liability to you to the extent that we are not able to provide some or all of the Services in accordance with the Contract.
- 4.9 You agree to comply with your obligations set out in this clause 4 and otherwise set out in the Contract.

5. FEES AND PAYMENT TERMS

- 5.1 In consideration of us providing the Services, you agree to pay the Fees in accordance with this Contract.
- 5.2 The Fees are exclusive of value added tax (VAT) chargeable from time to time and any other duties, which shall be paid by you when you pay for the Services. VAT will be applied on the basis of the rate prevailing at the earlier of the date of payment or the invoice date.
- 5.3 We reserve the right to increase the Fees from time to time by providing one month's prior written notice to you.
- 5.4 The Fees are subject to you meeting your obligations as set out in the Contract to us in full. In the event of any uncertainty you may seek further clarification of your obligations at any time. We reserve the right to amend the Fee if in our reasonable opinion you fail to fulfil your obligations.

Payment Terms

- 5.5 Fees are payable in advance on a monthly basis until the Services are terminated in accordance with these Terms. The first monthly payment shall be made on or promptly following the Commencement Date and each subsequent payment shall be made on the first working day of each subsequent month.
- 5.6 Where we have agreed with you to delay the delivery of the Services in accordance with clause 2.2, the remaining monthly instalment shall be paid by direct debit on the tenth working day of the calendar month following the month in which delivery of the Services commences and shall continue to be paid on the tenth working day of each calendar month during the remainder of the initial term. In

consideration for the completion by us of your annual accounts, you shall be required to commit to a 12 month fixed term. The Fee shall be payable in 12 equal monthly instalments payable in advance. In the event that the Contract is terminated for any reason, you agree and acknowledge that you shall not be entitled to any refund of any part of the Fee paid in advance and that we shall be entitled to retain the Fee and to invoice you for any remaining part of the Fee that has not been received by us.

- 5.7 All Fees are payable by direct debit unless otherwise agreed. We may accept, at our sole discretion, alternate forms of payment. However in such case the Fees must be received in cleared funds prior to commencement of the relevant period. We reserve the right to add credit card handling fees to any amounts due and to charge an administration fee of £5 plus VAT in relation to each invoice where payment is not made by direct debit.
- 5.8 If you request the provision of services which are not included within the service package you have subscribed to, the fees for such service will, if provided, be payable in advance.
- 5.9 Where we are engaged to provide Services to limited companies, each of the directors of that limited company agrees that, in the event that the Fees or other debts owing to us remain outstanding for a period of 90 days, each of the directors will be personally responsible for the payment of the Fees or other debts and will, on demand, immediately pay the outstanding Fees to us on a joint and several basis.
- 5.10 You shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 5.11 If you have provided any other person such as an employee, contractor or any other third party with access to the Portal, you will remain responsible for any and all charges incurred.
- 5.12 We reserve the right to set off any monies that we may owe to you against any monies that you may owe to us.

Non-Payment, Late Payment

- 5.13 If you fail to make any payment due to us under the Contract by the due date for payment, then, without limiting our other rights and remedies:
 - 5.13.1 an administration fee of £5 plus VAT will be applied per overdue payment per month; and
 - 5.13.2 we reserve the right at our sole discretion to suspend the provision of Services and any other services which are covered by separate terms of engagement from the date 60 days after the payment due dateuntil such time as payment of the overdue amount together with the late payment fee referred to in clause 5.14.1 is received in full.
- 5.14 Where Services are suspended, all of our obligations relating to the Services shall also be suspended and we shall not accept liability for Losses suffered by you resulting from the suspension of Services. In addition, for the period of 3 months immediately following the date the suspended services are resumed, we shall not be liable and accept no responsibility for any Losses suffered by you which in our reasonable opinion are due in whole or in part as a consequence of the suspension.

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

6. SERVICES CHANGE

If your company ceases trading or intends to become dormant, or you require the ability to change the Services to an alternative package of services provided by us, then upon you providing us with 30 days written notice, we may agree with you to make changes to the Services being provided by us pursuant to the Contract. We will advise you of the effect of such change to the Services and Fees. Any agreed change in Services and Fees shall take effect from the start of the next relevant period.

7. DATA PROTECTION

- 7.1 To enable us to perform the Services and for other related purposes including updating and enhancing client records, analysis for management purposes and statutory returns, crime prevention and legal and regulatory compliance, we may obtain, use, process and disclose personal data we hold about you. For the purposes of the Data Protection Act 2018, the Data Protection Officer for the Company is Mr Derek Kelly, CEO.
- 7.2 In agreeing to these Terms you hereby authorise the Company to:
- 7.2.1 obtain business bank account statements on your behalf in order to complete your company accounts; and
 - 7.2.2 disclose to any third parties such personal data as is necessary for the proper performance of the Services and other matters referred to within these Terms.
- 7.3 Please visit <https://www.sjdaccountancy.com/privacy-policy> for further information regarding our Privacy Policy.

8. CONFIDENTIAL INFORMATION

- 8.1 Each of the Parties agrees to keep all Confidential Information provided by the other Party to it, confidential and not to use, reproduce, or modify it in any way except to the extent strictly necessary for the purposes of the Contract and not to disclose it to any third party except as provided in clause 8.2.
- 8.2 We may disclose your Confidential Information:
- 8.2.1 to our Representatives for the purposes of carrying out obligations under or in connection with the Services;
 - 8.2.2 to our professional advisers, auditors or bankers who need to know such Confidential Information in connection with the Services provided that we do so on terms protecting the Confidential Information; and/or
 - 8.2.3 if and to the extent it is required by law, a court order or any regulatory or government authority.

8.3 The provisions of this clause 8 shall survive termination of the Contract.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 All Intellectual Property Rights in or arising out of or in connection with the Services including, the Portal, shall be owned by the Company.
- 9.2 The Company hereby grants a non-exclusive, revocable licence to the Customer to use the Portal as is necessary to enable the Customer to make reasonable use of the Services as envisaged by the Parties. This licence may be suspended in accordance with these terms and will automatically terminate upon termination of the Contract in accordance with clause 12.

10. LIMITATION OF LIABILITY: YOUR ATTENTION IS DRAWN TO THIS CLAUSE

- 10.1 We will provide the Services with reasonable care and skill. However we will not be responsible for any Losses arising from the supply by you or others of late, inaccurate or incomplete information, or from the failure by you or others to supply any appropriate information or your failure to act upon our advice. The advice which we give to you is for your sole use and does not constitute advice to any third party to whom you may communicate it.
- 10.2 No liability is accepted in respect of Losses arising from events that either party may have reasonably contemplated as likely to arise, from time to time, prior to the inception of these terms or their replacement.
- 10.3 The opinion we reach may vary from other opinions based upon the same information or conducted at a different time. For this reason our assessment and opinion is not subject to any form of warranty, guarantee or indemnity that the risk assessed by us will not be challenged by HMRC or that any subsequent tribunal or other hearing may find that your status is different from that assessed by us.
- 10.4 All work performed is conducted by reference to current legislation according to the accounting or fiscal period. We cannot be held responsible for future developments or changes in law.
- 10.5 Nothing in the Contract shall limit or exclude our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation or any other liability which cannot be limited or excluded by law.
- 10.6 Subject to clause 10.5, we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, or otherwise, for any loss of profit, loss of revenue, loss of contracts or business, loss of or damage to goodwill, loss of data or information, expenses, damages, delay, costs or compensation (whether direct or indirect); or any indirect or consequential loss or damages which may be suffered or incurred by you.
- 10.7 Subject to clause 10.5, our total aggregate liability to you in respect of all Losses arising under or in connection with the Contract, whether in contract, tort (including negligence), for breach of statutory duty, misrepresentation, or otherwise, shall be limited to the annual amount of Fees payable by you to us in relation to the Services in respect of which the liability arises. In agreeing to these Terms you

will be agreeing to this limitation and you should consider the fairness of this limit before doing so and where appropriate seek formal legal advice on the extent of this limitation of liability.

- 10.8 Each Party acknowledges that it has not relied on, and subject to clause 10.5 will have no remedies (whether in equity, contract, tort (including negligence), for breach of statutory duty, for misrepresentation (including negligent misstatement), or in any other way for any warranty, assurance, guarantee or representation which is not expressly set out in the Contract.
- 10.9 We give no warranty in relation to the Portal, and to the maximum extent permitted by law, we do not warrant that the Portal will be error-free, timely, reliable, entirely secure, virus-free, and available or that it will be suitable for the your purposes or requirements.
- 10.10 The provisions of this clause 10 shall survive termination of the Contract.

11. INDEMNITY

- 11.1 You agree to fully indemnify and hold us harmless against all claims, costs, damage and loss arising from your breach of the Contract or any obligation you may have to us including, but not limited to, any costs relating to the recovery of any Fees that have not been paid by you.
- 11.2 The provisions of clause 11.1 shall survive termination of the Contract.

12. TERMINATION

- 12.1 Either Party may terminate the Contract by giving one complete calendar months' notice to the other Party.
- 12.2 Without affecting any other right or remedy available to it, either Party may terminate the Contract with immediate effect by giving written notice to the other Party if:
- 12.2.1 the other Party commits a material breach of any term of the Contract and such breach is irremediable or if such breach is remediable, fails to remedy that breach within a period of 30 days after being notified in writing to do so; or
 - 12.2.2 the Party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 60 days after such date; or
- 12.3 The Company may terminate the Contract with immediate effect if it cannot comply with any obligations it is legally required to comply with in relation to the Customer including under the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2017.
- 12.4 We aim to always act in a professional and objective manner on your behalf. If this level of service

cannot be maintained by us due to unreasonable or abusive behaviour by you, or due to any attempt by you or a third party to influence our decision making, or due to any failure by you to explain an apparent irregularity to our satisfaction, we will be entitled to terminate the Contract with immediate effect by giving written notice to you.

13. CONSEQUENCES OF TERMINATION

- 13.1 Termination of the Contract, howsoever caused, shall not prejudice or affect any rights, remedies or liabilities of either of the Parties that have accrued up to the date of termination including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination and such termination shall not affect the coming into or continuance in force of any provisions of the Contract which are expressly or by reasonable interpretation intended to come into or continue in force on or after termination.
- 13.2 Subject to clause 13.3, all our obligations to provide any Service, whether past, current or future will terminate on the termination date. No act, intentional or otherwise, on our part arising after the termination date shall affect the cessation of our obligations.
- 13.3 Upon termination of the Contract:
- 13.3.1 you shall immediately pay to us all of our outstanding unpaid invoices and, in respect of Services supplied but for which no invoice has yet been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt;
 - 13.3.2 we will immediately terminate your use of and access to the Portal;
 - 13.3.3 we shall not be liable to refund, whether in full or in part, any Fee paid in advance by you in relation to the Services.
- 13.4 Unless otherwise requested by you prior to the termination date, where the Services have included the use of our office addresses for your business' registered office and appointed officers' service addresses, you are required to inform Companies House and HMRC of your new business details. Where you do not update your address details, additional fees will be charged and we reserve the right to update Companies House and HMRC.

14. DISENGAGEMENT

Should we resign or be requested to resign we will normally issue a disengagement letter to ensure that our respective responsibilities are clear. Should we have no contact with you for a period of six months or more we may issue a disengagement letter to your last known address and then cease to act.

15. FORCE MAJEURE

We shall have no liability to you under the Contract if we are delayed in, or prevented from performing our obligations or from carrying on our business by acts, events, omissions or accidents beyond our reasonable control, including strikes, lock-outs or other industrial disputes, failure of a utility service or

transport network, act of terror, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors

16. GENERAL

- 16.1 Each of the Parties agrees to comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption (including the Bribery Act 2010) and shall not engage in any activity, practice or conduct which constitutes an offence under the Bribery Act 2010 or which would do if such activity practice or conduct had been carried out in the United Kingdom.
- 16.2 We may at any time assign, transfer, mortgage, charge or deal in any other manner with all or any of our rights under or in connection with the Contract.
- 16.3 You shall not, without our prior written consent, assign, transfer, mortgage, charge or deal in any other manner with all or any of your rights, obligations or liabilities under or in connection with the Contract.
- 16.4 Any notice given to a Party under or in connection with the Contract shall be in writing, addressed to that Party at its registered office or its principal place of business or such other address as that Party may have specified to the other Party in writing in accordance with this clause and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier.
- 16.5 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the given address for that party; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, at 9.00 am on the Business Day following transmission.
- 16.6 The provisions of clauses 16.4 and 16.5 shall not apply to the service of any proceedings or other documents in any legal action.
- 16.7 These Terms or any other part of the Services may be revised from time to time either in writing or electronically via the Portal or by any other means notified to you. You agree that we may vary these Terms from time to time and you agree to accept any changes made to these Terms as can be found on our website at www.sjdaccountancy.com. We may, but shall not be obliged to, advise you in writing of any proposed changes to these Terms and you should ensure that you review the Terms as found on our website regularly so that you are aware of any changes made to these Terms. No failure or delay by either Party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right or remedy shall only be effective if it is in writing and signed by the party giving the waiver.
- 16.8 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity

and enforceability of the rest of the Contract.

- 16.9 The Contract constitutes the entire agreement and understanding between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 16.10 Nothing in the Contract shall be construed as creating a partnership, a joint venture, or the relationship of principal and agent between the Parties and neither Party shall have authority to act as agent for, or to bind the other Party in any way.
- 16.11 Any person who is not party to the Contract shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. This does not affect any right or remedy of any person that exists or is available otherwise than pursuant to that Act.
- 16.12 The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England.
- 16.13 Each Party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

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Acceptance

By selecting the "I have read and accept the Terms of Business" option (including where a Customer has requested that a representative of the Company complete the registration details on behalf of that Customer and where the Client Agreement Form has been submitted by one Customer on behalf of all Representatives of the Customer) and by accepting the Services, each Customer agrees to be bound by the terms of the Contract and confirms that it has read and understood the terms of the Contract.