

Terms and Conditions of Services

1. Introduction

We are WEACCOUNTAX LIMITED. We are a company registered in England and Wales Under company number **10586457** and our business address is at Office International House 24 Holborn Viaduct, City of London, United Kingdom, and EC1A2BN.

2. 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 the UK 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.

3. Business Day

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

4. 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.

5. Contract

The contract between WeAccountax and the Client for the supply of the Services in accordance with these Terms.

6. WeAccountax Standard Service

The standard accountancy service provided by WeAccountax including account management support and general accountancy guidance in relation to the same.

7. 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 not reduce the fees we would otherwise charge by the amount of the commissions or benefits.

8. 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 dispatch. 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.

9. 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 authorized 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.

10. Conflicts of interest

- We will inform you if we become aware of any conflict of interest in our relationship with you and another client. 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.
- 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. 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

11. Contracts (Rights of Third Parties) Act 1999

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. 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.

12. Data Protection Act 1998 Intellectual Property Rights:

We confirm that we will comply with the provisions of the Data Protection Act 1998 when processing personal data about you and your family. In order to carry out the services of this engagement 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 we may obtain, process, use and disclose personal data about you.

13. Disengagement

- Should we resign or be requested to resign disengagement letter will 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.

14. Ethical guidelines

We are bound by the ethical guidelines of the Association of Chartered Certified Accountants, and accept instructions to act for you on the basis that we will act in accordance with those ethical guidelines. A copy of these guidelines can be viewed at our offices on request or can be seen at www.accaglobal.com. We will not be liable for any loss, damage or cost arising from our compliance with statutory or regulatory obligations.

15. 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 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.
- We will bill on monthly basis in advance and our invoices are due for payment upon presentation. Our fees are exclusive of VAT which will be added where it is chargeable. Any disbursements we incur on your behalf and expenses incurred in the course of carrying out our work for you will be added to our invoices where appropriate.
- 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 or standing orders and to periodically adjust the monthly payment by reference to actual billings.
- We reserve the right to charge interest on late paid invoices at the rate of 1% 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 21 days of receipt, failing which you will be deemed to have accepted that payment is due.

16. Implementation

We will only assist with implementation of our advice if specifically instructed 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.

17. Terms

These terms and conditions as amended from time to time.

18. Formation of Contract

Your application for a WeAccountax account constitutes an offer by you to purchase the Services in accordance with these Terms.

- Your application shall only be deemed to be accepted when we issue written acceptance of the application at which point and on which date the Contract shall come into existence (Commencement Date). By applying for a WeAccountax Account to be created, you warrant that you are authorized to enter into this Contract.
- We reserve the right, at our discretion, not to accept an application to create a WeAccountax Account. This may be due to technical constraints, because you or your business has been banned by us from using the Services, we have been unable to adequately confirm your identity or for any other reason. No charge will be made for declined applications.
- The acceptance of your application is based on the trading activity and company structure described when first signing up to the Services. If you're trading activities or company structure change the Services may not be right for you and we may not be able to continue to provide the Services to your company. In this instance we would reserve the right to issue a disengagement letter and cease to act for you.
- The Services cater for private limited companies with up to a maximum of 4 Directors and up to maximum 4 shareholders, and no more than 10 employees (inclusive of Directors).
- If you have already been trading as a private limited company and used an agent to look after your company's accounting activities previously we will contact them to gain professional clearance and obtain your historical data, which we are required to do immediately upon you entering into the Contract with WeAccountax.
- These Terms apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- As a subscriber to the WeAccountax Standard Service you may add the WeAccountax Packaged Services and Add-Ons to Your WeAccountax Account from time to time and all such Services will be governed by these Terms and the Special Terms where applicable.

19. Interpretation

If any provision of the engagement letter or schedules is held to be void, then that provision will be deemed not to form part of this contract.

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.

20. Internal disputes

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 business, 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 designated address for the attention of the managing director. If conflicting advice, information or

instructions are received from different directors in the business we will refer the matter back to the board and take no further action until the board has agreed the action to be taken.

21. The Services

- WeAccountax shall supply the Services to you in accordance with these Terms in all material respects.
- WeAccountax shall have the right to make any changes to the Services which are necessary to comply with any applicable law, or which do not materially affect the nature or quality of the Services, and we shall notify you in any such event.
- WeAccountax warrants to you that the Services will be provided using reasonable care and skill.
- WeAccountax enables access to the WeAccountax Software, which is also accessible via WeAccountax Now.
- WeAccountax provides the following:

Private Limited Company Year End Accounts:

- Preparation of your company's year-end annual financial statements;
- Preparation of annual abbreviated accounts for your approval and online submission to Companies House.

Corporation Tax

- Completion of a CT600 and tax computation based upon the annual accounts;
- Presentation of CT600 for your approval and online submission to HMRC;
- Dealing with routine HMRC correspondence (please note that this does not include an HMRC enquiry, full or aspect).

Paying yourself and your employees

- PAYE Scheme registration for new private limited companies.
- Salary calculations based on drawings up to the annual National Insurance threshold for all directors (NB, if a higher salary, or IR35 calculations are required this would fall under our WeAccountax Payroll Service, which is an additional paid for service).
- Production of director's pay-slips.
- Creation of monthly RTI payroll runs for your online submission to HMRC.
- General advice on PAYE, NI and tax coding for all directors.
- SSP, SMP and other statutory calculations of payments or deductions.
- Preparation of annual PAYE final submission for approval and online submission to HMRC
- Production of a P60 for all directors.
- Preparation of P11D and forms P11Db for all directors for approval and online submission to HMRC.
- Dealing with routine HMRC correspondence. (Please note that this does not include an HMRC enquiry, full or aspect).

VAT

- Cash accounting VAT calculations (standard and flat rate VAT schemes only);
- Calculation of quarterly VAT returns, if registered.
- Presentation for your approval and online submission of returns to HMRC.
- Notifying HMRC of any changes in your VAT registration.
- Dealing with routine HMRC correspondence; (please note that this does not include an HMRC enquiry, full or aspect).
- Agent for online VAT filing with HMRC (excluding VAT inspections).
- All VAT Returns are filed online and payment must be made electronically. Excludes completion of EC SalesList.

Companies House

- Changes to officer and company information;
- Use of the WeAccountax office address for use as your company's registered office address;
- Preparation for approval and filing of Confirmation Statement.
- Any filing fees will be payable by the Client.

Penalties and interest

- Assistance with penalty appeals in the accounting period in which you are subscribed to the Service, unless such penalties are a result of your inaction in which case we will make an additional charge.
- You are legally responsible for ensuring that the data in your RTI payroll submissions are correct and that the submissions are made on time. Failure to do this may lead to automatic penalties, surcharges and/or interest from HMRC. Employers cannot delegate this legal responsibility to others.
- You must have a currently active WeAccountax Account in order for us to file any company returns, this includes PAYE end of year returns, which require filing at specific times in the calendar year. If you choose to leave the WeAccountax Standard Service before these filings are due, and have not made specific arrangements with WeAccountax, you will need to make your own arrangements.
- You will be notified of annual company return filing deadlines in advance by email, or via messages in your WeAccountax Account. We cannot be held responsible for any late filing fees or penalties caused once notification has been sent.
- Subscriptions to the WeAccountax Packaged Services and Add-Ons via your WeAccountax Account shall be subject to these Terms and any Special Terms set out in the applicable Service Description featured on the Site.

WeAccountax Dormant Service and Company Closure

- WeAccountax provides a service for companies stopping trading, whose directors and shareholders do not wish to close their company and who require a limited amount of support (the 'WeAccountax Dormant Service'). The level of support to be provided will be agreed between you and us at the time you elect to engage the WeAccountax Dormant Service and the applicable charges are paid (currently £50 to make the company dormant plus £6.50 per month subscription fee).
- In order to use the WeAccountax Dormant Service you will have needed to have finalized your previous year's company accounts and at the end of your period of dormancy supply WeAccountax with a copy of your bank statements for all business accounts to confirm the company has been dormant.
- The WeAccountax Dormant Service provides for the following:
 1. Restricted access to an online Account
 - No facility to raise invoices, or record expenses other than those HMRC deem allowable as a non-trading company.
 2. Private Ltd company 'Dormant' Year End Accounts
 - Preparation of your company's year-end annual Financial Statements.
 - Preparation of annual Abbreviated Accounts for your approval & online submission to Companies House.
 3. PAYE (if PAYE Scheme remains open)
 - Creation of monthly RTI payroll runs for your online submission to HMRC

- Preparation of annual PAYE final submission for approval and online submission to HMRC
 - Production of a P60 for all directors
 - Preparation of P11D and forms P11Db for all directors for approval & online submission to HMRC.
4. VAT (if VAT registration continues)
- Cash accounting VAT calculations (Standard & Flat rate VAT schemes only)
 - Calculation of quarterly VAT returns, if registered.
 - Presentation for your approval and online submission of returns to HMRC
 - Agent for online VAT filing with HMRC. (Excl. VAT inspections (please note that this does not include an HMRC enquiry, full or aspect)).
5. Companies House
- Use of the WeAccountax office address for use as your company's Registered Office Address.
 - Confirmation Statement (additional Companies House filing fee applies)

22. Re-engagement to WeAccountax Standard Service:

During a period of dormancy if the company starts trading you must notify us and you will be required to re-engage to the WeAccountax Standard Service. Re-engaging the WeAccountax Standard Service will incur a re-engagement fee, and could involve making up any missed WeAccountax Standard Service subscription payments if it occurs during the accounting year in which you're subscribed to the WeAccountax Dormant Service.

23. Termination

If you decide to leave WeAccountax partway through a dormant company year, you will be required to make up a full year of WeAccountax Dormant Service subscription payments in order for a set of dormant accounts to be produced.

24. Company Closure Service

WeAccountax also provides a service to assist you in closing down your company with the additional requirement that you will need to complete a DS01 form ensuring all company Directors, if more than one, sign. WeAccountax currently requires the hard copy back from you whereupon we shall act as your agent in writing the £10 Cheque and remitting this to Companies House once the accounts have been finalized.

25. Accountancy Advice

- Your subscription to the WeAccountax Standard Service allows for the provision of general accountancy guidance only and this is restricted to the limited company which subscribes to the WeAccountax Standard Service only. For specific matters relating to issues such as IR35 compliance, broad advice will be offered and additional services recommended. WeAccountax recommends that you seek specialized advice on specific matters whether by subscribing to the WeAccountax Packaged Services and Add-Ons or by seeking advice from an alternative source.
- In providing any general accountancy guidance relevant to the WeAccountax Standard Service and for the provision of accountancy advice in conjunction with the WeAccountax Packaged Services, the Add-Ons and the Services generally we may delegate certain tasks or subcontract part or all of the contractual performance to WeAccountax Ltd or, at our sole discretion, to any other Group Company or suitably qualified third party provided always that we shall retain responsibility to you for the performance of the same.
- WeAccountax Accounting Ltd is regulated by The Association of Taxation Technicians (ATT) and is required to observe the by-laws, regulations and ethical guidelines of that Association.

WeAccountax and WeAccountax Accounting Ltd (like all reputable professional practices) are covered by professional indemnity policies the details of which are available for inspection at our main office upon reasonable notice.

- We are not authorized by the Financial Conduct Authority (FCA) to conduct Investment Business. If you require investment business services, we will refer you to a firm authorized by the FCA.
- For the avoidance of doubt, it is our policy to confirm in writing advice upon which you may wish to rely. This means that if you wish to rely upon any initial advice or guidance which may be given to you verbally no decisions should be taken on the matter until you have requested, received and considered specific advice from us in writing.

26. Client's Obligations

- You shall:
 - a. Co-operate with WeAccountax in all matters relating to the Services including complying with any and all reasonable instructions provided by WeAccountax in relation to the same;
 - b. provide WeAccountax with such information and materials as WeAccountax may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
 - c. Ensure that WeAccountax has complete and accurate information to keep your WeAccountax Account up-to-date at all times throughout the subscription period, including any changes to company structure, trading activity, business address, and personal contact details etc.;
 - d. Keep your WeAccountax Account up to date with all trading activities, including entering all invoices and expenses, recording withdrawals and payments, reconciling with your company bank and credit card statements on a regular basis, filing your VAT returns, if you are registered and filing RTI submissions when required, through your WeAccountax Account;
 - e. If you are advised you are within IR35, advise us accordingly. You will then be required to take up the paid for WeAccountax Payroll service so that we prepare the appropriate 'deemed payment' calculations. It is your responsibility to request an IR35 Contract Assessment or IR35 Full Status Review and dependent on the level of service you selected this may be subject to an additional charge. Unless we receive instructions from you to the contrary, or you request a review we will always treat you as outside IR35 and your WeAccountax Account will reflect this status;
 - f. Ensure that the Services are not abused or used for any immoral or illegal purpose or in any way that would bring WeAccountax into disrepute;
 - g. Remain solely and fully responsible for any breach of your obligations under these Terms and the consequences of any such breach. You expressly acknowledge that WeAccountax has no responsibility to you or to any third party for such breaches or the consequences of such breaches.
 - h. Open a business bank account for your company;
 - i. Ensure that your WeAccountax accounting records are fully reconciled at least 30 days before the financial accounts filing deadline, which is the end of the eighth month after the relevant year end; and
 - j. Notify us of an intention to cancel your WeAccountax Account at least 30 days before the next, related direct debit payment is due to be processed.
- **You shall not:**
 - a. Give any illegal or improper bribe, kickback, payment, gift, or thing of value to any of our employees or agents in connection with the Services;
 - b. Use any feature of the Services in any way that might infringe the rights or privacy of other users of the WeAccountax Services (by hacking or other malicious means or otherwise);
 - c. Impersonate any person or entity, or falsely state or otherwise make available content that contains software viruses or any other computer code, files or programs that could interrupt,

- destroy or limit the functionality of the software, hardware or telecommunications equipment of WeAccountax, its users or affiliates;
- d. Reproduce, copy, sell, trade or resell all or any part of the Services for any purpose.
- If WeAccountax performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (Client Default):
 - a. WeAccountax shall, without limiting its other rights or remedies, have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays WeAccountax performance of any of its obligations;
 - b. WeAccountax shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from WeAccountax failure or delay to perform any of its obligations as set out.
 - c. The Client shall reimburse WeAccountax on written demand for any costs or losses sustained or incurred by WeAccountax arising directly or indirectly from the Client Default.
 - It is wholly your responsibility for the accuracy and completeness of the data entered into the WeAccountax Software and we are wholly dependent upon your entering this in a timely way, and any information or explanations we receive from you. We are under no obligation to specifically identify missing or incomplete information.
 - If you have accounts from previous years that have not yet been finalized and we do not have opening balances from these periods your WeAccountax Account will not be a true reflection of your current financial status until we have this information.
 - If you start to use the Services midway through your current trading year you will be required to enter any trading activities already undertaken into your WeAccountax Account, or use our switching service.
 - WeAccountax will start acting as your accountant for the financial year in which the Commencement Date falls. Any previous year's accounts must be completed and filed by your previous agent if you have one, or arrangements can be made separately to perform these activities with WeAccountax.
 - If your previous year's accounts have not been filed, and opening balances are not entered into the WeAccountax system by the time your first Year End Accounts are due to be filed by WeAccountax we will be unable to file them. Any fines or penalties resulting from this will not be the responsibility of WeAccountax.
 - Company directors are responsible for the registration, completion and filing of their own annual Self-Assessment Tax returns. WeAccountax can assist with registration and offers a separate paid for Personal Tax service for the completion and filing of returns.
 - 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 tax affairs. We will return any original documents to you, if requested. Documents and records relevant to your tax affairs are required by law to be retained by individuals and companies for 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 inform us if you require the return or retention of any specific documents for a longer period.
 - For the avoidance of doubt you are solely responsible for all tax liabilities, interest, penalties and the costs of defending your status regardless of the outcome of an IR35 Contract Assessment or IR35 Full Status Review and/ or the subsequent status determined by a tribunal or other hearing.

27. Charges and Payment

- Your subscription - Charges and Payment Terms: A subscription Charge for use of the Service is payable monthly, or annually in advance by the Client. The subscription rates are posted on our website and we may vary these from time to time. Prices on our website are quoted in UK pounds Sterling and exclude VAT, which is also payable. You will be notified of any changes to our current price plan. It is a requirement that all Clients agree to have a direct debit set up for payment of monthly subscription fees.
- Additional Charges are payable for the WeAccountax Packaged Services and Add-Ons which fall outside of the scope of the Service (such as £9.50 plus VAT monthly for the WeAccountax Payroll Service and £13 for filing your Confirmation Statement with Companies House to cover the web filing cost) and the amounts payable shall be posted on our website from time to time and the current rate shall be notified to the Client in advance of subscribing to the applicable WeAccountax Packaged Services or Add-Ons. Other costs will apply for shareholding changes, company name changes, references and closing your company. If you require a specific additional service please ask your Account Manager for details.
- The Client shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). WeAccountax may at any time, without limiting its other rights or remedies, set-off any amount owing to it by the Client against any amount payable by WeAccountax to the Client.
- All amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by WeAccountax to the Client, the Client shall, on receipt of a valid VAT invoice from WeAccountax, pay to WeAccountax such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- A set-up fee will be charged when signing up for the Service. This fee will be dependent on whether you require us to form a limited company or, you already have a limited company and then the closeness to your existing company's year-end.
- The Services rely upon the continuous payment of monthly subscriptions. We are unable to provide breaks in subscription fees due to non-trading, permanent employment and other disruptions to your business.
- If an annual payment is made for the Services please note, we cannot offer a pro-rated refund if you choose to cancel your account before the end of the year for which you have paid.
- Once any company return has been filed WeAccountax cannot be held responsible, or accountable for any omissions in your accounts. Any changes required after submission do not fall within the WeAccountax subscription fee and will be charged separately.
- We shall be under no obligation to provide the Services if any subscription fee is not paid to us on time. If subscription fees become overdue we reserve the right to suspend your access to the Services until the balance is paid and we may close your WeAccountax Account permanently and disengage ourselves as your agents. The Client must ensure that we have complete and accurate billing and contact information throughout the subscription period, including the full name of the Client, its business address, and a billing contact email address.
- If the Client fails to make any payment due to WeAccountax under the Contract by the due date for payment, then the Client shall pay interest on the overdue amount at the rate prescribed by the Late Payment of Commercial Debts (Interest) Act 1998 and subsequent amendments. Currently, this is a rate of 8 per cent per annum above the Bank of England's base rate from time-to-time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.

- Insofar as we are 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 are paid in full.

28. Returning Clients

- If you are re-engaging WeAccountax in the same accounting year in which you left the Service we would normally re-enable your previous WeAccountax Account and you would need to enter any missing data. If you do not wish this to happen you should contact us and request a new WeAccountax Account. This new WeAccountax Account would hold no historical data and you would be required to enter any previous trading activities back to the start of the accounting year in which you were starting back with WeAccountax.
- If you had been through an accounting year end since leaving WeAccountax we will create a new WeAccountax Account for you.
- A new setup fee will be charged when returning to the Service. This fee will be calculated by reference to your company's year-end and whether we are enabling the same WeAccountax Account.
- If we are enabling the same WeAccountax Account we will ask you to make up any missing monthly subscription fees for the period you have not used WeAccountax.
- In order for us to comply with the Money Laundering Regulations 2007, the Proceeds of Crime Act 2002, and the Terrorism Act 2000 we would be required to carry out another identity verification check before allowing use of the Service again.

29. Referrals

Client Referral Scheme

- Client Referral Scheme: In order to participate in the Client Referral Scheme any eligible referee must make the identity of their referrer known during the signup process (either through automated tracking on our website, manually entering the Client Referral Code during registration, or notifying an Adviser during signup). If a referral code cannot be attributed, no pay out will be made. Otherwise, referral pay-outs will commence after the referee's WeAccountax Account has been enabled for a period of, at least, one month.

30. Lien

- Insofar 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.

31. 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 unauthorized disclosure you agree to indemnify us and our agents in respect of any claim (including any claim for negligence) arising out of any unauthorized 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 firm its directors 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 principals/ directors/members or employees on a personal basis.

32. Money Laundering Regulations 2007

- In accordance with the Proceeds of Crime Act 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 Serious Organized Crime Agency (SOCA).
- 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 undertaking any assignment the person undertaking the role of Money Laundering.

33. Warranties and Limitation of Liability and Indemnity:

- Client warrants that it has all requisite power and authority to execute, deliver and perform its obligations in accordance with these Terms and that it shall comply with all applicable laws and regulations of any competent authority as they apply to the Services.
- We will use reasonable endeavors to ensure that the Services are suitable for your intended use but we do not warrant that the Services will meet your requirements or that it will be error-free, timely, reliable, entirely secure, virus-free or available at all times since we are dependent on the reliability of the Internet and your use of your own computer to access the Services. We will try to keep any disruptions to a minimum but it may be necessary to suspend the Services from time to time to carry out maintenance and support work.
- The Services are provided on an “as is” basis. Save as expressly set out in these Terms, all warranties, representations, undertakings or terms whether express or implied, statutory or otherwise, including in particular any implied warranty of satisfactory quality or fitness for any particular purpose or use are excluded to the fullest extent permitted by law.
- Nothing in these Terms shall limit or exclude WeAccountax liability for:
 - a. Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - b. Fraud or fraudulent misrepresentation.

- WeAccountax shall under no circumstances whatsoever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of goodwill, any regulatory fines (total or incremental) arising from circumstances occurring prior to appointment, or any indirect or consequential loss arising under or in connection with the Contract.
- WeAccountax total aggregate liability to the Client in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total sum of the charges paid by the Client for the Services in the 12 month period preceding the date when the claim or claims arose.
- The Client agrees that all the limitations and exclusions of liability in favor of WeAccountax have been drawn to its attention and are reasonable in the circumstances under which the Services are to be performed. In the event that a court of competent authority does not agree that the provisions of any event WeAccountax liability shall not exceed the limits of the professional indemnity insurance that it maintains from time to time.

34. INDEMNITY

The Client hereby undertakes and agrees to indemnify WeAccountax and keep it fully indemnified for and against any and all costs, losses, damages, expenses and/or liabilities (including, without limitation, any legal fees and expenses) which may be suffered or incurred by WeAccountax arising out of or in connection with (i) Any breach of the Client's undertakings or obligations set out in these Terms, and/or (ii) The Client's negligence, fraud or misconduct.

35. Termination

- The Client shall be deemed to have terminated the Contract if:
 1. The Client does not elect to subscribe to the Services at the end of any trial period; and/or
 2. The Client cancels their subscription to the Services or fails to pay WeAccountax for a subsequent renewal.
- WeAccountax may terminate the Contract at any time by giving the Client not less than one (1) month's prior Notice by email or with immediate effect, at WeAccountax sole discretion, should any of the events described.
- The Client may terminate the Contract at any time by giving WeAccountax not less than one (1) month's prior notice by email.
- Without prejudice to its other rights and remedies, either party may, by written notice to the other, Terminate the Contract with immediate effect if the other party:
 - For the avoidance of doubt, failure by the Client to pay any Charges due to WeAccountax in full in cleared funds by the due date shall constitute a material breach of the Contract. Failure by the Client to pay the Charges to WeAccountax in cleared funds by the due date on more than two occasions shall entitle WeAccountax to terminate the Contract immediately on giving written notice to the Client.
 - Without limiting its other rights or remedies, WeAccountax may suspend provision of the Services under the Contract or any other contract between the Client and WeAccountax if the Client becomes subject to any of the events listed without prejudice to its other rights and remedies, either party may, by written notice to the other, terminate the Contract with immediate effect if the other party or WeAccountax reasonably believes that the Client is about to become subject to any of them, or if the Client fails to pay any amount due under this Contract on the due date for payment.
- a. Non-Payment – where your WeAccountax Account has been suspended and you have not paid us within one month or where your direct debit has failed more than once in a financial year;

- b. Abusive Behavior – extreme and/or persistent use of racist, abusive, homophobic or sexist language or any other threatening or inappropriate conduct directed at our staff or third parties;
- c. Incompatibility – where it becomes apparent that the Client’s business is incompatible with the WeAccountax Standard Service due, by way of non-exhaustive example, the size of the company, the number of transactions per month, foreign bank accounts, types of share;
- d. Excessive Use – where the level of support required to maintain you is excessive by any objective measure of comparison with other users whether by reason of the volume of transactions or the number of service support requests or where in WeAccountax opinion, acting reasonably, you are unwilling or unable, despite previous training and support, to use your WeAccountax Account, the WeAccountax Software and the Services properly or efficiently;
- e. Non-Communication – where there has been no answer by you to phone calls or other communications for an extended period of time and no instructions have been given in relation to dormancy or closure; or;
- f. Late-filing – where you consistently fail to file your accounts on time and/or fail to cooperate with us in our attempts to assist you to do so.

36. Consequences of Termination

- On termination of the Contract for any reason:
 1. the Client shall immediately pay to WeAccountax all of WeAccountax outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, WeAccountax shall submit an invoice, which shall be payable by the Client immediately on receipt;
 2. the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
 3. Clauses which expressly or by implication survive termination shall continue in full force and effect.
- Termination will result in the closure of your WeAccountax Account and our disengagement as your Agents. In such cases we will issue a disengagement letter to ensure our respective responsibilities are clear.
- Following the cancellation of your account, WeAccountax will have no further responsibility in relation to the preparation or filing of your Limited company accounts, RTI filings, or any other return. As a Director you will have continued responsibilities and are solely responsible for identifying another service or accountant to satisfy the need for the service that we provided.
- If you require us to prepare your Company’s Year End accounts prior to leaving WeAccountax we will ask you to make up the cost for producing these accounts to the value of £420 + VAT (calculated as 12 times your monthly subscription of £35 + VAT), if the number of monthly payments made has not covered the full accounting period for which we are producing year end accounts. If you require us to also assist with closure of your company, or preparation for dormancy, additional fees will apply.
- Suspension of your account could seriously jeopardize our and your ability to manage your company accounts and could lead to the missing of submission deadlines, including monthly RTI filing.
- WeAccountax cannot be held liable for any fines incurred resulting from this, and all our obligations under these Terms of Service are suspended.
- If we withdraw access to the Services no refund will be payable by us. One month’s notice will be given prior to the suspension of an account after which time if any issue has not been resolved

within the following month we will take action to disengage ourselves as your Agent. We also reserve the right to close any WeAccountax account for any reason, by giving one month's notice.

37. Force Majeure

- For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of WeAccountax including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of WeAccountax or any other party), failure of a utility service or transport network, 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.
- WeAccountax shall not be liable to the Client as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- If the Force Majeure Event prevents WeAccountax from providing any of the Services for more than 10 weeks, WeAccountax shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately

38. 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.
- Copies of such records will be maintained by us for a period of at least five years after we cease to act for the business.

39. Notification

We shall not be treated as having notice, for the purposes of our 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).

40. 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 21 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 endeavor 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.

41. 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.

42. 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 our Representatives.
- 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.

43. Reliance on advice

- We will endeavor 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.

44. Third parties

- Any advice we give you will be supplied on the basis that it is for your benefit only and shall not be disclosed to any third party in whole or part without our prior written consent. 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. 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.

45. 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.

46. General

- **Assignment and other dealings.**
 - a. WeAccountax may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to WeAccountax Accounting Ltd, a Group Company or any other third party or agent.
 - b. The Client shall not, without the prior written consent of WeAccountax, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.
 - c. You hereby agree that WeAccountax Accounting Ltd, or a suitably qualified third party (a "Trusted Agent") is hereby appointed to act as your Agent in relation to our dealings with HMRC and Companies House or any other competent governmental or regulatory authority.
- **Internal Disputes and Complaints.**
 - a. The Client is a private limited company and we become aware of a dispute between parties who are shareholders or directors of the company, it should be noted that our client is the company itself. 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 registered office/normal place of business for the attention of the directors.

- b. WeAccountax aims to provide the highest levels of client service and accountancy advice and support at all times but we recognize that even with the best intentions and systems things do not always live up to expectations. We deeply regret any times where there is cause for complaint. If you are unhappy with the Services please contact your WeAccountax Account Manager in the first instance. If you are still not satisfied or would like to escalate your complaint please put it into writing to benjamin@WeAccountax.co.uk. Further details of our complaints procedure can be found in the Help Centre in your WeAccountax Account.
 - c. We are regulated by the Association of Taxation Technicians (ATT) and are required to follow its professional rules and practice guidelines. The following link <http://www.att.org.uk/professional-standards> provides information on ATT's professional standards, including complaints procedures.
- Notices. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) 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, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail. We will communicate with you and with third parties via email or by other electronic means, unless another method is more appropriate. You will be responsible for virus checking emails and any attachments.
 - a. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address recorded on your WeAccountax Account; if sent by pre-paid first class post or other next working day delivery service, at 9.00am on the second 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 fax or email, one Business Day after transmission.
 - b. You agree that WeAccountax may send you notices via email, regular mail or alerts within the Services.
 - c. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
 - Severance. 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.
 - Waiver. A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
 - No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the Agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
 - Third parties. A person who is not a party to the Contract shall not have any rights to enforce its terms.

- Entire Agreement. These terms constitute the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of WeAccountax, which is not set out in the Contract.
- Variation. Except as set out in these Terms, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by WeAccountax.
- Governing law. This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales. We and you agree to attempt to resolve any dispute amicably by speaking to one another before resorting to any legal action.
- Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

Please take a moment to carefully read through our Privacy Policy.

WEACCCOUNTAX