

Terms & Conditions

These standard terms of business apply to all engagements accepted by Outbooks Ltd. The engagements comprise the agreement between Outbooks Ltd and the customer. Outbooks Ltd, trading as Outbooks Ltd, is a limited company registered in England and Wales under company number 10746177 with its registered office at Suite 7, 1st Floor Amba House, 15 College Road, Harrow, United Kingdom - HA1 1BA.

References to “Outbooks”, “Outbooks Ltd”, “We”, “Supplier”, and “Us” are to Outbooks Ltd trading as Outbooks Ltd. References to “Customer”, “Company”, “You” or “Your” is to our customer under the Agreement. All work carried out is subject to these terms except where changes are expressly agreed in writing. If there is a conflict between the Agreement and these terms, the Agreement shall prevail.

1. Professional Obligations

- 1.1 Where you give us confidential information we shall at all times keep it confidential, except as required by law or as provided for under regulatory, ethical or other professional rules that apply to this engagement. The obligation is subject to an important statutory obligation: legislation on money laundering and terrorist financing has placed accountants under a legal duty in certain circumstances to disclose information to the National Crime Agency (NCA). Further details of these obligations are set out in paragraph 12 of these terms.
- 1.2 Our firm may be subject to audit or quality checks by external firms or organisations. We may also outsource work. This might be for example typing or photocopying or costings, or research and preparation to assist with your matter. Information from your file may therefore be made available in such circumstances. We will always aim to obtain a confidentiality agreement with the third party.
- 1.3 We reserve the right to act during this engagement for other clients whose interests may be averse to yours. We will notify you immediately should we become aware of any conflict of interest to which we are subject in relation to you.

2. Commissions or Other Benefits

- 2.1 Commissions or other benefits may sometimes become payable to us in respect of introductions to other professionals or transactions we arrange for you.

3. Further Supplier Responsibilities

- 3.1 Computer Facilities – Supplier will ensure that they have appropriate back-up, security and virus- checking procedures in place for any of your computer facilities. You will check all deliverables with an appropriate up-to-date virus checker prior to delivery

- 3.2 Third Party Systems - Supplier will obtain all licences, rights and permissions necessary for Client.
- 3.3 Data Protection Act - Supplier will comply with any applicable data protection legislation in any relevant jurisdiction. If the Supplier will process any personal data on Client's behalf, Supplier must process the personal data in accordance with Client's instructions, and take all appropriate technical and organisational security measures to protect the personal data against any unauthorised or unlawful processing and any accidental loss or destruction of, or damage to, the personal data.
- 3.4 Further Obligations – The Supplier agree to be bound by those obligations that are set out in each statement of work, or are notified by Customer to Supplier, that relate to the prime contract and/ or the services.
- 3.5 Confidential Information – Both agree to use the other's confidential information only in relation to the services, and not to disclose it, except where required by law or regulation or by a professional body. Supplier agree that the client's and other confidential information will be treated as if it was our confidential information for the purposes of this clause. Customer may give confidential information to the client; and or relevant subcontractors as long as they are bound by confidentiality obligations.

4. Dispute Resolution

- 4.1 Mediation - If a dispute arises, the parties will attempt to resolve it by discussion, negotiation and mediation before commencing legal proceedings
- 4.2 Law and Jurisdiction - This agreement and any dispute arising from it, whether contractual or non-contractual, will be governed by English law and be subject to the exclusive jurisdiction of the English courts

5. Intellectual Property

- 5.1 The Supplier and its licensors shall retain ownership of all Supplier IPRs. The Customer and its licensors shall retain ownership of all Intellectual Property Rights in their Materials.
- 5.2 The Supplier grants the Customer, or shall procure the direct grant to the Customer of a fully paid-up, worldwide, nonexclusive, royalty-free, licence to copy the Supplier's IPRs for the purpose of receiving and using the Services and the Deliverables in the Customer's business during the term of this Agreement.
- 5.3 The Customer grants the Supplier a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to copy and modify the Customer's Materials for the term of this Agreement for the purpose of providing the Services to the Customer in accordance with this Agreement.
- 5.4 The Customer shall keep the Supplier indemnified in full against any sums awarded by a court against the Supplier as a result of or in connection with any claim brought against the Supplier for infringement of a third party's rights (including any Intellectual Property Rights) arising out

of, or in connection with, the receipt or use of the Customer's Materials by the Supplier.

6. Limitation of liability

6.1 Nothing in this Agreement shall limit or exclude the Supplier liability for:

6.1.1 death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors;

6.1.2 fraud or fraudulent misrepresentation; and

6.2 Subject to clause 11.1, the Supplier shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:

6.2.1 loss of profits;

6.2.2 loss of sales or business;

6.2.3 loss of agreements or contracts;

6.2.4 loss of anticipated savings;

6.2.5 loss of use or corruption of software, data or information;

6.2.6 loss of or damage to goodwill; and

6.2.7 any indirect or consequential loss.

6.3 Subject to clause 11.1, the Supplier's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to the annual Charges (calculated by reference to the Charges in successive 12-month period from the Services Start Date) paid by the Customer under this Agreement. If the liability is limited to just one of the customer's clients, then it shall be limited to the annual charges (calculated by reference to the Charges in successive 12-month period from the Services Start Date) paid by the customer for that particular client.

6.4 We will provide our professional services with reasonable care and skill. However, we will not be held responsible for any losses arising from the supply by you or others of incorrect or incomplete information, or your or others' failure to supply any appropriate information or your failure to act on our advice or respond promptly to communications from us or other relevant authorities.

6.5 We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence.

6.6 You agree to hold harmless and indemnify us against any misrepresentation, whether intentional or unintentional, supplied to us orally or in writing in connection with this agreement. You have agreed that you will not bring any claim in connection with services provided to you by the firm against any of our employees on a personal basis.

6.7 The results provided by any bookkeeping or accounting software do not constitute advice, and are only intended to support and aid the protection needs discussion between a Financial

Adviser and their client(s), or for independent use by Customers. From time to time updates to the applications may be issued.

7. Indemnity

7.1 The Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with:

7.1.1 the Customer's breach or negligent performance or non-performance of this agreement;

7.1.2 any claim made against the Supplier by a third party arising out of or in connection with the provision of the Services;

7.1.3 any claim made against the Supplier by a third party for death, personal injury or damage to property arising out of or in connection with the Services, to the extent that the death, personal injury or damage to property is attributable to the acts or omissions of the Customer, its employees, agents or subcontractors.

8. General

8.1 Matters beyond reasonable control – No party will be liable to the other if it fails to meet its obligations due to matters beyond its reasonable control. For the avoidance of doubt, the Customer will not make any payment to the Supplier in respect of time during which the Supplier is unable to meet obligations pursuant to this clause.

8.2 Entire Agreement - This agreement forms the entire agreement between the parties in relation to the services. It replaces any earlier agreements, representations and discussions. Nothing in this agreement will limit a person's liability for (i) death or personal injury caused by that person's negligence, (ii) that person's fraud or (iii) anything else that cannot by law be limited.

8.3 Assignment – Neither the Customer nor the Supplier may assign, transfer or deal with rights under this agreement without prior written consent but may novate this agreement to a transferee of all or part of business. This novation will take effect on written notice from the Supplier so that (i) the transferee will be substituted with effect from the date specified in the notice and (ii) the Supplier will no longer have any rights and obligations under this agreement except in respect of payment for services performed prior to that specified date.

8.4 Independent Contractor - In providing services to Customer, Supplier will act only as an independent contractor and not as an agent for or partner of the other party.

8.5 Restrictive Covenants – Supplier will not during the term of this agreement or for a period of six months after the date of its expiry or termination solicit from or undertake for the Customer's clients any work similar to the services.

8.6 Publicity – The Supplier will be allowed to publicise relationship with the Customer or use

Customer's name or other trademarks or service marks in any advertisement or publication but not disclose the terms of this agreement.

8.7 Variation - No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

8.8 Waiver - A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

8.8.1 waive that or any other right or remedy; or

8.8.2 prevent or restrict the further exercise of that or any other right or remedy

8.9 Severance - If any provision or part-provision of this Agreement 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 this Agreement.

9. Tax Planning and Advice

9.1 Outbooks may provide generic tax advice and support in relation to your clients' tax affairs from time to time. For advanced tax planning meetings, you may be introduced to our partners.

9.2 Outbooks may introduce you to any advance tax planning products or Tax avoidance products of third party providers. Outbooks Accountants purely act as introducers and do not carry any liability for any loss you may incur by entering into such transactions or products or by usage of such services.

9.3 Outbooks conducts very basic due diligence to the best of its ability. Such due diligence cannot be fully relied as we are not tax experts and advisors and we are merely acting as introducers towards your best interest.

9.4 All Advanced Tax planning and tax avoidance carry inherent risk which you should analyse and review with the provider direct. Outbooks Accountants are not liable for any losses, damages, costs and expenses caused by implementation of any tax planning products or services.

9.5 Further we cannot be held liable for any losses, penalties, surcharges, interests or additional tax liabilities that are caused by the acts or omissions of any third party introduced by us.

9.6 Outbooks cannot be held responsible for any misleading or false information provided by Advisors direct or indirect. It will be your responsibility to conduct your own due diligence.

10. Third Party Products Introduction including Pension and Insurance

10.1 Outbooks may introduce / refer you or your customer's to third party products in relation to Mortgage, Insurance or various other services you may request or seek.

- 10.2 Outbooks gets introduction commissions on making such referrals.
- 10.3 Before referrals are made Outbooks conducts its basic due diligence on the credibility and quality of provider.
- 10.4 Outbooks cannot be held liable for any damages or losses incurred to you by the usage of third party providers and their services.

11. Fees & Payment

- 11.1 Our fees are computed either on the basis of time spent on your affairs by the principals and our team, and on the levels of skill and responsibility involved, or a fixed fee that will be agreed in advance based on the scope of work in a fixed fee agreement or quotation.
- 11.2 If it is necessary to carry out work outside the scope of work agreed in respect of a fixed fee agreement or quotation this will involve additional fees. Accordingly, we would like to point out that it is in your interests to ensure that your records, etc. are completed to the agreed stage.
- 11.3 It is our normal practice to request that clients make arrangements to pay a proportion of their fee on a monthly direct debit or standing order. These direct debit / standing order will be applied to fees arising from work agreed in the letter of engagement for the current and ensuing years. Once we have been able to assess the amount of work and time involved we would be grateful if you would agree to pay an amount to us on a regular basis.
- 11.4 Our terms relating to payment of amounts invoiced and not covered by standing orders, where appropriate, are strictly 7 days. Interest will be charged on all overdue debts at 4% over base rate or at the rate for the time being applicable under the Late Payment of Commercial Debts (Interest) Act 1998, whichever is the higher.
- 11.5 If you fail to make payment within our credit terms, we may refer the matter to our debt collection agency. If this is necessary, you will be charged a surcharge of 15% of the outstanding balance due to us plus VAT and you will be responsible for payment of all fees, costs and expenses incurred by us in recovery of the sum due.

12. Retention of and Access to Records

- 12.1 During the course of our work we will collect information from you and others acting on your behalf and will return any original documents to you following the preparation of your financial statements and returns. You should retain these records for at least four years from the end of the accounting year to which they relate.
- 12.2 Whilst certain documents may legally belong to you, we intend to destroy correspondence and other papers that we store which are more than four years old, other than documents which we consider to be of continuing significance. If you require retention of any document, you must notify us of that fact in writing.

13. Failure to Provide Data / Account Submission Documents on Agreed Time Frame

13.1 Documents related to Account submission should be received by us 3 months before the year end submission date. However, the latest date for the documents we should receive is 20 working days before the year end submission date to avoid deadlines being missed. On any occasion where we have not been able to meet the deadline because of your failure to send us the documents on required/ agreed time frame, we will not take any liability for any penalties incurred.

13.2 It is important to receive the data/ information by us on time as stipulated below to meet the deadlines. Failure to provide information/data at the agreed time will incur penalties as well as additional charges.

14. Self-Assessment

14.1 Outbooks will not be liable to guarantee the completion of work on time as a result of your failure to provide full data by the end of November following the end of tax year. Any penalties incurred will have to be borne by the customer.

14.2 Any Data received post December, Outbooks reserves the right to charge and additional fee towards loss of opportunity and express return charges.

15. VAT

15.1 Failure to provide Data by 20th day of the month following the end of Quarter will not guarantee submission of VAT return on time. Any penalties incurred will be a sole responsibility of the client.

15.2 Any Data received post 29th day of the month following end of Quarter, Outbooks reserves the right to charge additional fee towards express service fees and loss of opportunity charges.

16. Payroll

16.1 Any Amendments in monthly payroll will be accepted by 23rd Day of the month of payroll. No Amendments will be accepted after 23rd and will be done on month following.

17. Final Accounts

17.1 Failure to provide data within 240 days of year end will not guarantee delivery of Accounts on time. Outbooks needs turnaround time of 30 days to meet Company House deadline.

17.2 Any Data provided in last 60 days of deadline, Outbooks reserves the right to charge additional towards express service charges.

18. Refund Policy

18.1 If you cancel the contract before the minimum term is up, fees are not refunded. Termination of services must be requested in writing either by letter or email. It will be effective on receipt of such notice with at least 30 days of notice period. Please note if you or your clients' are a monthly fee paying client your payment of fees already made will not be refunded on termination of the contract as resources and systems have been put in place to work on the account.

19. Data Returning Policy

19.1 When work is done we will inform you to collect your data within 7 days or else we will post it you where charges will apply.

19.2 Any postage above 10 pounds has to be borne by the recipient.