

# Client Agreement: Terms & Conditions

**Shield Accountancy Limited** a company registered in England and Wales under Company Number 09167751 and whose registered address is at Princess Mary House, 4 Bluecoats Avenue, Hertford, SG14 1PB

Fees are as follows (all shown non-inclusive of VAT) Premium Package £115 + VAT monthly, Premium Plus £155 + VAT monthly

Closing Down Fee: £250 + VAT or such a sum as is advertised as the "Closing Down Fee" on the Website from time to time

An Agreement made on the Date between Shield Accountancy and the Client whereby in consideration of the Fee Shield Accountancy agrees to provide the Services subject to the terms and conditions hereinafter appearing

## 1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:  
"Agreement" means this agreement or any variation of it agreed upon by both Parties

"Client" Includes, where the context so admits the Company

"Confidential Information" means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with the Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such)

"Fees" means the fees advertised from time to time the Site in relation to each of the Services or as provided for in this Agreement

"Formation" means the formation of a limited liability company at Companies House for England and Wales with 100 £1.00 ordinary shares and including payment of all fees for such formation

"HMRC" means Her Majesty's Revenue and Customs

"Services" means the services as defined at the head of this Agreement and to be provided by SHIELD ACCOUNTANCY to the Client in accordance with Clause 2

"Site" means [www.shieldaccountancy.co.uk](http://www.shieldaccountancy.co.uk)

"Term" means the term of the Agreement as defined therein.

1.2 Unless the context other otherwise requires reference in these Terms and Conditions to:

1.2.1 "Writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

1.2.2 A statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.3 "These Terms and Conditions" is a reference to these Terms and Conditions as amended or supplemented at the relevant time;

1.2.4 A Clause or paragraph is a reference to a Clause of these Terms and Conditions or to a Clause of the Agreement, as appropriate; and

1.2.5 A "Party" or the "Parties" refer to the parties to the Agreement.

1.3 The headings used in these Terms and Conditions are for convenience only and will have no effect upon the interpretation of these Terms and Conditions.

1.4 Words imparting the singular number will include the plural and vice versa.

1.5 References to any gender will include the other gender.

1.6 References to persons will include corporations.

1.7 The words and phrases in the left hand column of the table at the head of this Agreement will have the meanings ascribed to them in the right hand column

2. Provision of the Services

2.1 With effect from the Date, Shield Accountancy will, throughout the Term, provide the Services to the Client.

2.2 SHIELD ACCOUNTANCY will provide the Services with reasonable skill and care, commensurate with prevailing standards in the Accountancy profession in the United Kingdom.

2.3 SHIELD ACCOUNTANCY will act in accordance with all reasonable instructions given to it by the Client provided such instructions are compatible with the specification of Services provided in the Agreement.

2.4 SHIELD ACCOUNTANCY will be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of the Services.

2.5 SHIELD ACCOUNTANCY will in the provision of the Services supply to the Company all and any necessary payslips, dividend vouchers, end of year summaries (including P111d and P60 if they are part of the Services) and will advise the Client with as much advance warning as possible of all payments required to be made by the Company or the Client pursuant to the delivery of the Services

2.6 The Services will include all and any discussions with HMRC in relation to any accounts or other information submitted to HMRC by SHIELD ACCOUNTANCY but not negotiations with or investigations by HMRC

2.7 Unless the Client has notified the Company otherwise in writing at the time of its engagement the Services will include the Formation of a limited company on behalf of the Client who agrees to provide such information concerning each of the shareholders and officers of the Company and any other information reasonably required by SHIELD ACCOUNTANCY to effect the Formation

2.8 In the event that the Client cancels the Service(s) SHIELD ACCOUNTANCY will charge the Client for the costs of Formation

3. Client's Obligations

3.1 This agreement is for a minimum term of six months

3.2 The Client will use all reasonable endeavours to provide all pertinent information to SHIELD ACCOUNTANCY that is necessary for SHIELD ACCOUNTANCY's provision of the Services and whether or not requested by SHIELD ACCOUNTANCY in a timely manner and warrants that all such information provided is complete and accurate in all respects

3.3 In the event that SHIELD ACCOUNTANCY requires the signature, decision, approval, consent or any other communication from the Client in order to continue with the provision of the Services or any part thereof at any time, the Client will provide the same in a reasonable and timely manner and SHIELD ACCOUNTANCY will not be responsible for any fees or penalties incurred if such actions are not taken in a timely manner by the Client.

3.4 If any consents, licences or other permissions are needed from any third parties it will be the Client's responsibility to obtain the same in advance of the provision of the Services (or the relevant part thereof).

3.5 If the nature of the Services requires that SHIELD ACCOUNTANCY has access to the Client's home or any other location, access to which is lawfully controlled by the Client, the Client will ensure that SHIELD ACCOUNTANCY has access to the same at the times to be agreed between SHIELD ACCOUNTANCY and the Client as required.

3.6 Any delay in the provision of the Services resulting from the Client's failure or delay in complying with any of the provisions of Clause 3 will not be the responsibility or fault of SHIELD ACCOUNTANCY.

3.7 Where it is relevant to the Services, the Client will supply originals of all receipts and other documentation required by SHIELD ACCOUNTANCY to perform those services.

3.8 The Client warrants:

3.8.1 That it is over the age of 18 years and has full capacity to enter into this Agreement

3.8.2 That it is not prevented or barred in any way from holding the post of director in the Company and owning any shares in the Company

3.8.3 That all information it supplies to SHIELD ACCOUNTANCY either in connection with the Formation or the provision of the Services or otherwise is true accurate and complete in all respects

3.8.4 that all expenses details of which it supplies to SHIELD ACCOUNTANCY for use in any accounts to be produced by SHIELD ACCOUNTANCY have all been validly incurred in the course of the business of the Company and that if required by SHIELD ACCOUNTANCY the Client will certify such in writing in relation to all or any of the expenses incurred and claimed against any tax due by the Company or the Client

4. Fees, Payment and Records

4.1 The Client will pay the Fees to SHIELD ACCOUNTANCY in accordance with the provisions of this Agreement.

4.2 SHIELD ACCOUNTANCY will invoice the Client for Fees due in accordance with the provisions of this Agreement.

4.3 All payments required to be made pursuant to the Agreement by the Client will be made within 28 days of receipt of the relevant invoice.

4.4 All payments required to be made pursuant to the Agreement will be made in cleared funds to such bank as SHIELD ACCOUNTANCY may from time to time nominate, without any set-off, withholding or deduction except such amount (if any) of tax as that Party is required to deduct or withhold by law.

4.5 Any sums which remain unpaid following the expiry of the period set out in sub-Clause 4.3 will incur interest on a daily basis at 6% above the base rate of Barclays Bank plc from time to time until payment is made in full of any such outstanding sums and as well before as after any judgment.

4.6 In the event that the Client and/or the Company require assistance from SHIELD ACCOUNTANCY in addition to the Services SHIELD ACCOUNTANCY may charge such fees at the Hourly Rate such charges to all include all travelling and waiting time chargeable at the same rate

4.7 In addition to the Fees the Company will pay SHIELD ACCOUNTANCY all expenses disbursements and outgoings it reasonably incurs in the provision of the Services

4.7 SHIELD ACCOUNTANCY will:

- 4.7.1 keep, or procure that there are kept, such records and books of account as are necessary to enable the amount of any sums payable pursuant to the Agreement to be accurately calculated;
- 4.7.2 at the reasonable request of the Client, allow the Client or its agent to inspect those records and books of account and, to the extent that they relate to the calculation of those sums, to take copies of them.
- 4.8.1 All Fees are payable monthly in advance and in the event that any payment is not made in advance SHIELD ACCOUNTANCY may suspend all or part of the Services until payment in full is made
- 4.8.2 Should any payment be outstanding for more than 28 days (and in addition to all other rights contained in this Agreement) SHIELD ACCOUNTANCY may deem such delay to be the giving of the notice referred to in Clause 8.2 and will be entitled to charge and be paid all Fees it would have been entitled to had notice actually been served by the Client
- 4.9 If the Client wishes to change the status of the Company from Active to Dormant or "non-trading" it must give SHIELD ACCOUNTANCY one month's prior notice of such change and pay all Fees necessary incurred by SHIELD ACCOUNTANCY in order to effect that change at Companies House
- 4.10 All Fees payable pursuant to this Agreement are net of Value Added Tax
5. Liability, Indemnity and Insurance
- 5.1 SHIELD ACCOUNTANCY will ensure that it has in place at all times suitable and valid insurance that will include public and professional indemnity liability insurance.
- 5.2 In the event that SHIELD ACCOUNTANCY fails to perform the Services with reasonable care and skill it will carry out any and all necessary remedial action at no additional cost to the Client.
- 5.3 SHIELD ACCOUNTANCY's total liability for any loss or damage caused as a result of its negligence or breach of the Agreement will be limited to the total amount of the Fee billed by SHIELD ACCOUNTANCY in the previous 12 months.
- 5.4 SHIELD ACCOUNTANCY will not be liable for any loss or damage suffered by the Client that results from the Client's failure to follow any instructions given by SHIELD ACCOUNTANCY.
- 5.5 Nothing in these Terms and Conditions nor in the Agreement will limit or exclude SHIELD ACCOUNTANCY's liability for death or personal injury or fraud.
- 5.6 Subject to sub-Clause 5.2 SHIELD ACCOUNTANCY will indemnify the Client against any costs, liability, damages, loss, claims or proceedings arising out of SHIELD ACCOUNTANCY's breach of the Agreement.
- 5.7 The Client will indemnify SHIELD ACCOUNTANCY against any costs, liability, damages, loss, claims or proceedings arising from loss or damage to any equipment (including that belonging to any third parties appointed by SHIELD ACCOUNTANCY) caused by the Client or its agents or employees.
6. Confidentiality
- 6.1 Each Party undertakes that, save in order to provide the Services on an ongoing basis and except as provided by sub-Clause 6.2 or as authorised in writing by the other Party, it will, at all times during the continuance of the Agreement and after its termination:
- 6.1.1 keep confidential all Confidential Information;
- 6.1.2 Not disclose any Confidential Information to any other party;
- 6.1.3 Not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of the Agreement;
- 6.1.4 Not make any copies of, record in any way or part with possession of any Confidential Information; and
- 6.1.5 ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 6.1.1 to 6.1.4 .
- 6.2 Either Party may:
- 6.2.1 Disclose any Confidential Information to:
- 6.2.1.1 Any sub-contractor or supplier of that Party;
- 6.2.1.2 Any governmental or other authority or regulatory body; or
- 6.2.1.3 Any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;
- To such extent only as is necessary for the purposes contemplated by the Agreement (including, but not limited to, the provision of the Services), or as required by law. In each Shield Accountancy that Party will first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under sub-Clause 6.2.1.2 or any employee or officer of any such body) obtaining and submitting to the other Party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of Clause 6 to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and
- 6.2.2 Use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Agreement, or at any time after that date becomes, public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information that is not public knowledge.
- 6.3 The provisions of this Clause 6 will not apply where information concerning the Client or the Company is released to any party pursuant to the provision of the Services
- 6.4 The provisions of Clause 6 will continue in force in accordance with their terms, notwithstanding the termination of the Agreement for any reason.
7. Force Majeure
- No Party to the Agreement will be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet company failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.
8. Term and Termination
- 8.1 The Agreement will come into force on the agreed Commencement Date and will continue until determined in accordance with the provisions of this Clause 8.
- 8.2 Either Party may terminate the Agreement by giving to the other not less:
- 8.2.1 Than 180 days' from the date upon which the Company starts trading (which phrase for the purpose of this sub-clause will mean the date upon which the Company delivers its first invoice and
- 8.2.2 Thereafter one month's Written notice, to expire on or at any time after that date
- 8.3 Either Party may immediately terminate the Agreement by giving written notice to the other Party if:
- 8.3.1 Any sum owing to that Party by the other Party under any of the provisions of the Agreement is not paid within 28 days of the due date for payment;
- 8.3.2 the other Party commits any other breach of any of the provisions of the Agreement and, if the breach is capable of remedy, fails to remedy it within 28 days after being given written notice giving full particulars of the breach and requiring it to be remedied;
- 8.3.3 An encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;
- 8.3.4 The other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
- 8.3.5 the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under the Agreement);
- 8.3.6 Anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;
- 8.3.7 The other Party ceases, or threatens to cease, to carry on business; or
- 8.4 For the purposes of sub-Clause 8.3.2, a breach will be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.
- 8.5 The rights to terminate the Agreement will not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.
9. Effects of Termination
- Upon the termination of the Agreement for any reason:
- 9.1 The Client will pay to SHIELD ACCOUNTANCY the Closing down Fee in addition to any other fees payable for the change of status of the Company.
- 9.2 Any sum owing by either Party to the other under any of the provisions of the Agreement will become immediately due and payable;
- 9.3 All Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement will remain in full force and effect;
- 9.4 termination will not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of the Agreement which existed at or before the date of termination;
- 9.5 subject as provided in Clause 9 and except in respect of any accrued rights neither Party will be under any further obligation to the other; and
- 9.6 each Party will (except to the extent referred to in Clause 6 ) immediately cease to use, either directly or indirectly, any Confidential Information, and will immediately return to the other Party any documents in its possession or control which contain or record any Confidential Information.
10. No Waiver
- No failure or delay by either Party in exercising any of its rights under the Agreement will be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Agreement will be deemed to be a waiver of any subsequent breach of the same or any other provision.
11. Set-Off
- The Client will not be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under the Agreement or any other agreement at any time.
12. Assignment and Sub-Contracting
- 12.1 The Agreement will be personal to the Parties. Neither Party may assign, mortgage, charge or sub-licence or otherwise delegate any of its rights thereunder, or sub-contract or otherwise delegate any of its obligations thereunder without the written consent of the other Party, such consent not to be unreasonably withheld.
- 12.2 SHIELD ACCOUNTANCY will be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor will, for the purposes of the Agreement, be deemed to be an act or omission of SHIELD ACCOUNTANCY.
13. Relationship of the Parties
- Nothing in the Agreement will constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Agreement.
14. Non-Solicitation
- 14.1 Neither Party will, for the Term and for the period of 12 months after its termination or expiry, employ or contract the services of any person who is or was employed or otherwise engaged by the other Party at any time in relation to the Agreement.

14.2 Neither Party will, for the Term and for the period of 12 months after its termination or expiry, solicit or entice away from the other Party any customer or client Where any such solicitation or enticement would cause damage to the business of that Party.

15. Third Party Rights

No part of the Agreement will confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 will not apply to the Agreement.

16. Notices

16.1 All notices under the Agreement will be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

16.2 Notices will be deemed to have been duly given:

16.2.1 When delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

16.2.2 When sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or

16.2.3 On the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid;

In each Shield Accountancy notices will be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

17. Entire Agreement

17.1 The Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

17.2 Each Party will acknowledge that, in entering into the Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in the Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

18. Severance

In the event that one or more of the provisions of the Agreement and/or of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) will be deemed severed from the remainder of the Agreement and/or these Terms and Conditions. The remainder of the Agreement and/or these Terms and Conditions will be valid and enforceable.

19. Law and Jurisdiction

19.1 The Agreement and these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) will be governed by, and construed in accordance with, the laws of England and Wales.

19.2 Subject to the provisions of Clause 19, any dispute, controversy, proceedings or claim between the Parties relating to the Agreement or these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) will fall within the exclusive jurisdiction of the courts of England and Wales.