

Terms and Conditions of Service

The following Terms and Conditions ("T&C") are the terms on which Lime Blue Accountancy Ltd ("the Company") provides services to a client ("Client") and supersede all other terms and conditions used by the Company.

1. Orders, price and payment

1.1 No contract shall come into existence until the Company has received a signed Letter of Engagement ("LOE") from a Client.

1.2 The price (exclusive of VAT) for the services ("the Price") shall be those set out within the List of Services ("LS") and payment of the price shall be made on a monthly basis by the Client within 10 calendar days of the date ("the Due Date") of the monthly invoice. The first monthly invoice will be raised on the first day of the month following the date once a contractual relationship is established. Time for payment shall be of the essence and failure to pay within a total of 15 days will result in the Company at its sole discretion disabling the Client's account and discontinuing service.

1.3 Any cancellation of services by the Client must be in writing. In case of any cancellation, the Buyer may be released from its obligations under the contract after payment of all outstanding sums due.

1.4 The minimum term of service will be 12 months. Should the services be terminated within the first 12 months then the full annual service cost will be payable.

1.5 The price assumes that the Client will provide the Company with all of the information required to submit their tax returns in accordance with UK HMRC rules. Information supplied to the Company after this date will result in a £250 + VAT surcharge being charged to the Client.

1.6 The price includes the production of up to 2 monthly payslips. Additional payslips beyond this number and revisions to payslips that have already been produced will be subject to an additional charge of £5+VAT per payslip.

2. Services

The description and quantity of the services to be provided ("the Services") shall be as set out in the LS provided by the Company to the Client.

3. Excluded Services

Where you require a service that is not included within service package that you have chosen, then you should be aware that additional charges will be incurred. We will confirm these additional charges with you prior to completing any work on your behalf.

4. External Services

4.1 We are not authorised by the Financial Conduct Authority (FCA) to conduct Investment or Insurance Business. If you require investment or insurance advice we will refer you to Russell Gibson Financial Management Ltd, a firm authorised by the UK Financial Conduct Authority ("UK FCA").

4.2 We do not accept any responsibility for any liability arising from reliance placed on external advisers we have referred you to.

5. Delivery of services

The Company shall provide Services to the Client in accordance with the deadlines detailed with the SL. The Client shall make all necessary arrangements to supply the Company with the records and information it requires in order to provide the services. Such records and information should be supplied no later than seven business days prior to any deadline.

6. 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, in which case you will be notified in writing of the amount, the terms of payment and receipt of any such commissions or benefits. The fees that would otherwise be payable by you as described will not take into account the benefit to us of such amounts. You consent to such commission or other benefits being retained by us without our being liable to account to you for any such amounts.

7. Quality of Service

7.1 We aim to provide the best possible service to our clients. If you would like to discuss how our service could be improved please do contact us.

7.2 We undertake to look into any complaint carefully and promptly and do all we can to explain the position to you. We will do everything reasonable to put matters right. Prompt communication enables us to take prompt action on your behalf.

7.3 Should you at any stage, feel that you have not received an adequate response to a complaint the circumstances should be brought to the attention of our firm's Company Directors.

8. Electronic Communication

8.1 E-mail and secure website upload may be used to enable us to communicate with you. As with other means of delivery this carries with it the risk of inadvertent misdirection, file corruption or non-delivery. It is the responsibility of the recipient to carry out a virus check on any attachments received.

8.2 All risks connected with sending commercially sensitive information relating to your business are borne by you and are not our responsibility. If you do not accept this risk, you should notify us in writing that e-mail is not an acceptable means of communication. In certain circumstances you may incur additional charges

9. Acceptance

The Client must first approve all work undertaken before the Company will be able to make necessary submissions to Companies House and HM Revenue & Customs. The Company will contact the Client to seek such approval and it is the Client's responsibility to provide this approval prior to any deadlines.

10. Limitation of liability

10.1 The service that we give to you is for your sole use and does not constitute advice to any third party to whom you may communicate it.

10.2 We will provide the professional services outlined in the LS with reasonable care and skill; however, we will not be responsible for any losses, penalties, surcharges, interest or additional tax liabilities arising from the supply by you or others of incorrect or incomplete information, or from the failure by you or others to supply any appropriate information or your failure to act on our advice or respond promptly to communications from us or the tax authorities.

10.3 You agree to hold harmless and indemnify us against any misrepresentation (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 Company against any of our employees on a personal basis.

10.4 The Company holds appropriate levels of professional indemnity insurance for the type of work it undertakes.

11. Set off and counterclaim

The Client may not withhold payment of any invoice or other amount due to the Company by reason of any right of set-off or counterclaim which the buyer may have or allege to have or for any reason whatsoever.

12. Force majeure

The Company shall not be liable for any default due to any circumstance beyond the reasonable control of the Company including, but not limited to, Acts of Nature, war, civil unrest, riot, strike, lock-out, acts of civil or military authorities, fire, flood, earthquake or shortage of supply.

13. General

13.1 If any term or provision of these Conditions is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

13.2 The Company may without the consent of the Client sub-licence its rights or obligations or any part of these Conditions.

13.3 The headings in these Conditions are for ease of reference only and shall not affect the interpretation of any of the Conditions.

14. Contract

Notwithstanding any other provision of this agreement, nothing herein shall confer or is intended to confer a benefit on any third party for the purpose of the Contract (Rights of Third Parties) Act 1999 or for any other purpose.

15. Entire agreement

Each of the parties agrees that save in respect of statements made fraudulently it shall have no remedy in respect of any untrue statement upon which it relied in entering this Agreement and that its only remedies shall be for breach of contract.

16. Governing law and jurisdiction

The laws of Scotland shall govern this Agreement and the parties hereby submit to the exclusive jurisdiction of the courts of Scotland.