

Standard Terms and Conditions

General Terms

1. Legal Background

Clients are reminded that we have a legal obligation to adhere to all civil and criminal legislation currently in force.

As part of our “know your client” procedure we require you to disclose to us the information as requested in our initial enquiry email. On this basis we will assess the risk of a client before agreeing to act on their behalf. Part of these checks may be in form of a credit check of all shareholders and/or your company if we deem necessary.

It follows on that we must comply with the Data Protection Act when collecting and storing data and information will not be disclosed by us to third parties without your prior consent; you hereby consent to us making reasonable and proper disclosures to HMRC and Companies House so far as reasonably necessary for the proper performance of the engagement.

2. Change of Terms

Orange Genie Freelancer Services Ltd may change these terms (including its charges) at any time by giving one month's written notice by email to the Directors/business owner, at which time the new terms will take effect unless within 14 days of receipt of such notice the Directors/business owner give one month's written notice to terminate this agreement under clause 4.1. If the Directors/business owner give such notice then the terms of this agreement shall remain unchanged and the agreement will terminate on expiration of the notice.

Subject to the above, this agreement contains the entire understanding between the parties, and may only be changed by written agreement of both parties. Each party acknowledges that it does not enter this agreement relying on any representation or statement not included in this document.

3. Fees

Our fees are payable by monthly standing order. Our current fees are shown on the company website and relate to points 1 to 5 of the engagement letter in relation to the Company. The first's months fee is payable on joining and will be taken by card over the phone. All subsequent monthly fees are payable by Standing Order. Cash will not be accepted in payment for services rendered. All fees should be paid by Standing Order, cheque or by bank transfer.

If you do not trade for any period of time during your financial year your monthly fees remain due. Non trading periods do not reduce the statutory obligations to file certain documents and we will need to continue to ensure these obligations are met during this time.

If on joining Orange Genie you have an outstanding set of accounts to be prepared, we would be pleased to assist at a pre – arranged fee dependent on the level of work involved.

Fees relating to matters not covered by the monthly charge will be payable by invoice prior to the completion of the work, unless otherwise agreed. In the event of any amount remaining unpaid for more than 10 days from the date on which settlement becomes due, then Orange Genie Freelancer Services Ltd reserves the right to charge interest on the balance outstanding at the rate of 4% above the Barclays plc base rate, prevailing at the date on which settlement becomes due. In addition, if an account needs to be pursued after the 10 day period, you will be responsible for all costs, disbursements and expenses, howsoever incurred by Orange Genie Freelancer Services Ltd on a full indemnity basis.

4. Termination

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- 4.1 Either party may terminate this agreement on one month's written notice if such notice is given by email it will only be treated as validly given if and when acknowledged.
- 4.2 On termination, you will change the registered office of the Company from our address if used, and we will (subject to payment of any outstanding charges) hand over all papers and records to the Directors, if applicable.

5. Commissions

In some circumstances we may receive commissions or other benefits for introductions to other professionals. In this case we will notify you but you agree that we can retain the commission or other benefits without being liable to account to you for any such amounts.

5. Standard of Service

We wish to provide a high quality of service at all times. If at any time you would like to discuss with us how we could improve our service, or if you are dissatisfied with the service you are receiving please let us know by contacting Helen.christopher@orangeenie.co.uk

We will look into any complaint carefully and promptly and do all we can to explain the position to you. If we have given you a less than satisfactory service we undertake to do everything reasonable to put it right. If you are still not satisfied you may of course refer the matter to our Managing Director.

6. Liability provisions

Orange Genie Freelancer Services Ltd will perform the engagement with reasonable skill and care and we acknowledge that in respect of liability (if any) on our part to you or to the Company for losses, damages, costs or expenses ('losses') caused by our breach of contract, negligence, fraud or other deliberate breach of duty, the following provisions will apply:

- we will not be liable if such losses are due to the provision of false, misleading or incomplete information or documentation or due to the acts or omissions of any person other than us, except where, on the basis of the work normally undertaken by us within the scope set out in these terms of engagement, it would have been reasonable for us to discover such defects;
- we will accept liability without limit for the consequences of our own fraud or other deliberate breach of duty and for any other liability which it is not permitted by law to limit or exclude; and
- subject to the previous provisions of this liability paragraph, our total aggregate liability whether in contract, tort (including negligence) or otherwise, to the Company, for losses arising from or in connection with the work which is the subject of these terms (including any addition or variation to the work), shall not exceed in aggregate the amount of our charges during the 12 months immediately preceding the act or omission which was the cause of the loss complained of The Company and the directors of the Company will not bring any claims or proceedings against any of our directors or employees. This clause is intended to benefit such directors and employees pursuant to the Contracts (Rights of Third Parties) Act 1999 ('the Act').

Notwithstanding any benefits or rights conferred by this agreement on such directors and employees by virtue of the Act, we and the directors of the Company may together agree in writing to vary or rescind the agreement set out herein without the consent of any such directors and employees. Other than as expressly provided in this paragraph, the provisions of the Act are excluded.

Any claims, whether in contract, negligence or otherwise, must be formally commenced within one year after the party bringing the claim becomes aware (or ought reasonably to have become aware) of the facts which

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give rise to the action and in any event no later than two years after any alleged breach of contract, negligence or other cause of action. This expressly overrides any statutory provision which would otherwise apply.

7. Law

This agreement and all matters arising under and in relation to the underlying relationship to which it relates are governed by the laws of England & Wales, whose courts shall have sole jurisdiction.