

Terms of Service

At numbrz, we like to keep things simple. Unfortunately contracts can be complicated. As such, below, we have provided both our terms, which determine our relationship with you if you sign up for our services and a plain English guide to the intention behind the legal wording. For the avoidance of doubt, whilst we do our best to summarise everything in the Plain English section, that is only a guide to the intention of the contract and should not be considered part of the contract itself. If anything is unclear, or appears contradictory, please feel free to [ask us](#) about this. Our terms may be updated from time to time and the latest version will be displayed here. You agree to review these Terms regularly and we are entitled to treat your continued access to or use of the Services as confirmation that you agree to the changes.

Last updated April 2019 - terms version 1.1

Legal Wording

Plain English

[1. Introduction](#)

1.1 We are numbrz Limited (“numbrz”, “us”, “we” and “our”). numbrz Limited is a company registered in England and Wales under company number 11783452 and its business and registered address is Adams and Moore House, Instone Road, Dartford, Kent DA1 2AG.

1.2 These Terms of Service (“Terms”) apply to you, our client (“Client”, “you”, “yourself” and “your”), when you use any of the Services (whether on the basis of a trial or by paid monthly, one off or annual subscription) featured on our website numbrz.co.uk (“the Site”) or offered by us directly (via written, electronic or verbal communications), or and, to the fullest extent applicable, to any services which you are introduced to via the Site, which are provided by affiliated third parties.

1.3 **Definitions.** In these Terms, the following definitions apply:

- **Account:** Refers to a current subscription to the numbrz Services, which provides access to the numbrz Software and platform, which enables delivery of, and subscription to, any or all of the Services.
- **Add-Ons:** Any and all of the other value added services (as detailed in the individual Service Descriptions)
- **Affiliate Services:** Services offered by affiliated third parties, including: insurance broking; investment and pension advice; and mortgage broking via applications developed independently by the respective affiliated third parties in collaboration with numbrz. Such services may be purchased on the basis of separate contracts with the affiliated third parties who are introduced by numbrz.
- **Business Day:** A day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
- **Charges:** The charges payable by clients for the supply of the Services and, where applicable, the Add-Ons (which are payable in addition) in accordance with clause 7.
- **Commencement Date:** Has the meaning set out in clause 2.2.
- **Contract:** The contract between numbrz and the Client for the supply of the Services in accordance with these Terms.
- **Group Company:** Means, in relation to numbrz only, any corporate entity, which is either a parent or subsidiary undertaking as defined in section 1162 of the Companies Act 2006.
- **Intellectual Property Rights:** Patents, rights to inventions, copyright and related rights, trademarks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database

rights, rights to use and protect the confidentiality of confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the World.

- **Service Descriptions:**The individual service descriptions for the Services, Add-Ons and the Affiliate Services as featured on the Site or emailed from time to time. Such Service Descriptions may contain additional contractual terms (“Special Terms”) to govern use which shall be binding on you.
- **Services:**Any and all of the Services offered on the Site or separately to you by numbrz, whether via written, electronic or spoken communication.
- **Software:**Means the numbrz proprietary software developed and/or licensed by numbrz to provide the functionality for the Services for Clients with an Account.
- **Special Terms:**Means any specific terms applicable to the Services and Add-Ons, or the Affiliate Services, which are effectively incorporated into the Contract and shall be binding on the Client by express reference in the relevant Service Descriptions. In the event of a conflict between these Special Terms and the Terms, the Terms shall prevail.
- **Terms:**These Terms as amended from time to time.
- **Written Notice:**Shall comprise all written communication between numbrz and its Clients, that is delivered between the parties by (i) personal delivery, (ii) a nationally-recognised, next-day courier service, (iii) first-class registered or recorded mail with postage prepaid, (iv) fax, or (v) electronic mail. The communication will be delivered either to our registered address or to the Client’s address as recorded by numbrz.

1.4 Construction. In these Terms, the following rules apply:

- **1.4.1 A Person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- **1.4.2** A reference to a party includes its personal representatives, successors or permitted assigns.
- **1.4.3** A reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under

that statute or statutory provision, as amended or re-enacted.

- 1.4.4 Any phrase introduced by the terms **including, include, in particular, such as** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.4.5 A reference to **writing** or **written** includes faxes, emails and communication generated by our systems applications.

2. Formation of Contract

2.1 Your acceptance of a Quote, application for an Account and agreement to these Terms constitutes an offer by you to subscribe to the Services in accordance with these terms.

2.2 Your application shall only be deemed to be accepted when we issue written acceptance of the application by way of a Welcome email, at which point and on which date the Contract shall come into existence (**Commencement Date**). By applying for an Account to be created, you warrant that you are authorised to enter into this contract.

2.3 We reserve the right, at our discretion, not to accept an application for an Account. The reasons may include but not be limited to: technical constraints; you or your business having been banned by us from using the Services; or our inability to confirm adequately your identity; or for any other reason. No charge will be made for declined applications and any fees taken upfront will be refunded.

2.4 The acceptance of your application is based on the trading activity and organisational structure described by you when first signing up to the Services. If your trading activities or organisational structure change, the Services may not be right for you and we may not be able to continue to provide the Services to your business. In this instance we would reserve the right to issue a disengagement letter and cease to act for you.

2.5 The Services cater for companies up to the limits detailed in sections 2.5.1 through to 2.5.4. If your company is larger than these limits, please contact us directly for a custom quote.

2.5.1 The Sole Trader/Freelancer/Sub Contractors Service caters for companies with up to a maximum of:

- One (1) Owner; and
- Ten (10) employees (inclusive of the Owner).

2.5.2 The Private Limited Company Service caters for companies with up to a maximum of:

- Four (4) Directors;
- Four (4) Shareholders; and
- Ten (10) employees (inclusive of Directors).

2.5.3 The Private Limited Liability Partnership Service caters for companies with up to a maximum of:

- Four (4) Partners;
- Four (4) Shareholders; and
- Ten (10) employees (inclusive of Partners).

2.5.4 The Partnership Service caters for companies with up to a maximum of:

- Four (4) Partners; and
- Ten (10) employees (inclusive of Partners).

2.5.5 Any company with Owners, Directors, Partners and/or Shareholders residing outside of the UK must satisfy particular requirements as a condition of being accepted as clients.

2.6 If you have already been trading and previously used an agent to look after your company's accounting activities, we will contact that agent to obtain professional clearance and your historical data, which we are required to do immediately upon you entering into the Contract with numbrz.

2.7 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.

3. Our Services

numbrz shall supply the Services to you in accordance with these Terms in all material respects.

3.1 numbrz 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 for the Services, and we shall notify you in any such event.

3.2 numbrz warrants to you that the Services will be provided using reasonable care and skill.

3.3 In providing general accountancy services, as part of the Services, we may delegate certain tasks or subcontract part or all of the contractual performance to, at our sole discretion, another Group Company; or to suitably qualified third parties. In all cases and at all times, numbrz shall retain responsibility to you for the performance of the Services.

3.4 Core Accountancy Services

numbrz provides core Services for the accounting years in which you are subscribed to the services. These services are detailed below. The core Services that are included within your subscription depend on the package taken and are listed in clauses 3.4.1 to 3.4.4.

Access to numbrz Software and App

- Grants a licence to use the our proprietary Software and app, for the duration of your subscription.

Corporation Tax

- Completing a CT600 and tax computation based upon the annual accounts.
- Presenting the 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 (which checks the tax return as a whole), or aspect (which checks information on one or more specific points).

Income & Expenditure Statement

- Preparing a full statement of your company's income and expenditure, to a professional standard to allow for the preparation of tax returns.

Partnership Tax Returns

- Preparing your SA800 Partnership Tax return based upon the data from your Income & Expenditure Statement or Year End Accounts.
- If you have income from other sources, other than from the company and/or companies subscribed to our Services, for example Rental income, Add-on Services may be required in order to obtain correct information to complete your return; otherwise you agree that numbrz will not provide this service.
- Presenting this return for your approval and online submission to HMRC.

Personal Tax Returns

- Preparing your SA100 Personal Tax return based upon the data from your Income & Expenditure Statement or Year End Accounts.
- If you have income from other sources, other than from the company and/or companies subscribed to our Services, for example Rental income, Add-on Services may be required in order to obtain correct information to complete your return; otherwise you agree that numbrz will not provide this service.
- Presenting this return for your approval and online submission to HMRC.

Year End Accounts

- Preparing your company's year end accounts.
- Preparing your annual abbreviated accounts, in accordance with relevant regulations (FRS 105 - The Financial Reporting Standard applicable to the Micro-Entities Regime), for your approval and online submission to Companies House.

3.4.1 Accountancy for Sole Traders/Freelancers/Sub Contractors

- Access to our accounting software and mobile app
- Preparation of an income and expenditure statement (your accounts)
- Preparation and submission of 1 x Personal Tax Return (SA100)

3.4.2 Accountancy for Private Limited Companies

- Access to our accounting software and mobile app
- Preparation and submission of Year End Accounts
- Preparation and submission of CT600, Corporation Tax return

- Preparation and submission of 1 x Personal Tax Return (SA100)

3.4.3 Accountancy for Limited Liability Partnerships

- Access to our accounting software and mobile app
- Preparation and submission of Year End Accounts
- Preparation and submission of SA800 Partnership Tax return
- Preparation and submission of 2 x Personal Tax Return (SA100)

3.4.4 Accountancy for Partnerships

- Access to our accounting software and mobile app
- Preparation of an income and expenditure statement (your accounts)
- Preparation and submission of SA800 Partnership Tax return
- Dealing with routine HMRC correspondence. Please note that this does not include an HMRC enquiry, full (which checks the tax return as a whole), or aspect (which checks information on one or more specific points).
- Preparation and submission of 2 x Personal Tax Return (SA100)

3.5 Add on Services

Add on Services supplied by numbrz are listed below. Where payment is required these Services are paid for separately, if not included within package subscription.

Bookkeeping

- Preparation and maintenance of books of account for companies and sole traders.
- Price is based upon the number of records you require entered per annum.

PAYE Payroll Services

- **Payroll Setup**
 - Registering your company under the PAYE scheme.
- **Payroll Administration**
 - Periodically running your RTI payroll run based upon the frequency requested (e.g. weekly, monthly, annually).
 - Setup of staff for Real Time Information (“RTI”) payroll runs
 - Producing payslips.
 - Calculating Statutory Sick Pay (“SSP”), Statutory Maternity Pay (“SMP”),

Statutory Paternity Pay (“SPP”) and other statutory payments or deductions.

- Producing a P60 for each staff member.

- **P11d Submission**

- Preparing forms P11D and P11Db for all directors and relevant employees for approval and online submission to HMRC.

CIS Services

- **CIS Setup**

- Registering your company under the CIS scheme.

- **CIS Administration**

- Verification of sub-contractors.
- Completing your CIS monthly return.
- Calculating CIS due to HMRC.
- Producing payment and deduction statements.

VAT Services

- **VAT Registration**

- Registering your company for VAT with HMRC.
- Registering us as your Agent for online filing of VAT.

- **VAT Returns**

- Completing VAT calculations (standard and flat VAT schemes only).
- Calculating quarterly VAT, for VAT-registered companies.
- Presenting returns for your approval and online submission to HMRC.
- Notifying HMRC of any changes to your VAT registration.
- Dealing with routine HMRC VAT correspondence (please note that this does not include handling an HMRC enquiry, full or aspect).
- Acting as Agent for online VAT filing with HMRC, but not for VAT inspections.

Additional Personal Tax returns

- SA100 Personal Tax returns, in addition to those included in the core package, as described in the Core services.

Management Reports

- Preparation of reports providing key company metrics to aid you in the running of your company.

New Business Setup

- Setup up and registration of a Limited Company with up to 4 Directors and up to 4 shareholders. with 100 ordinary shares.

Maintenance of Statutory CS Records and Completion of Confirmation Statements

- Processing required changes to officer and company information.
- Preparing and submitting your company's Annual Confirmation Statement. Please note that filing fees may be payable depending on which Services you are subscribed to. Any fees due are payable when the Statement is filed.
- Preparing and submitting the Persons with Significant Control Register for new Private Limited Companies and processing required changes for existing Private Limited Companies.

Use of our address as your registered office

- Providing use of the numbrz registered address as your company's registered office address.

4. Advice

4.1 We can only provide advice to our Clients and any individual Person (whether a partner, director or individual) we provide Personal Tax Returns for under this Contract.

4.2 All advice provided is general and should not be relied upon, unless you have provided us with the specific purpose the advice is required for and stated in writing your intention to rely upon this advice. Otherwise numbrz cannot warrantee that the advice provided would be suitable for the specific purpose intended and in any case, dependent on the nature of the specific purpose, numbrz may recommend that we provide additional Services or seek 3rd party advice from an alternate source.

4.3 numbrz may refuse to provide advice if it is outside the scope of the Services taken.

4.4 We are not authorised by the Financial Conduct Authority (FCA) to provide advice on investments. If you require investment advice, we recommend that you seek professional advice by a firm authorised by the FCA.

5. Your Responsibilities

5.1 You shall:

- 5.1.1 Co-operate with numbrz in all matters relating to the Services including complying with any and all reasonable instructions provided by numbrz in relation to the same;
- 5.1.2 Keep accurate records of all sales invoices, purchase invoices, receipts and payments, bank statements, together with any documents relating to the company's transactions and activities;
- 5.1.3 Ensure you use either the numbrz Software or a proper accounting system and ensure that the accounting system has been approved by numbrz for use and that the accounts system is accurately and regularly updated;
- 5.1.4 Provide numbrz with such information and documentation as numbrz may reasonably require in order to supply the Services, and ensuring that this is accurate in all material respects;
- 5.1.5 Ensure that the information as described in 5.1.4 is provided, or uploaded to accountancy software that we have access to, in a timely manner, as requested, to ensure that it can be processed in time to meet statutory deadlines. Failure to do so, may lead to automatic penalties, surcharges and/or interest charged by HMRC;
- 5.1.6 Ensure that numbrz has complete and accurate information and keep numbrz up to date at all times of any changes, including any changes to the company structure, trading activity, business address and personal contact details;
- 5.1.7 Ensure that the Services are not abused or used for any immoral or illegal purpose or in any way that would bring numbrz into disrepute;
- 5.1.8 Be responsible for any previous accounts or tax returns that have not been completed by us and the filing at HMRC and Companies House of any paperwork necessary to fulfil your accounting duties each year.
- 5.1.9 Remain solely and fully responsible for any breach of your obligations under these Terms and the consequences of any such breach, expressly acknowledging that numbrz has no responsibility to you or to any third party for such breaches or the consequences of such breaches and that you shall indemnify numbrz in relation to the same in accordance with clause 14.8; and
- 5.1.10 Notify numbrz of an intention to cancel your account with us at least 30 days before the next related payment is due to be processed.

5.2 You shall not:

- 5.2.1 Give any illegal or improper bribe, kickback, payment, gift, or thing of

value to any numbrz employees or agents in connection with the Services;

- 5.2.2 Use any feature of the Services in any way that might infringe the rights or privacy of other users of the Services (either by hacking or other malicious means or otherwise);
- 5.2.3 Impersonate any person or entity, or falsely state or otherwise make available content that contains software viruses or any other computer code, files or programmes that could interrupt, destroy or limit the functionality of any of the software, hardware or telecommunications equipment of numbrz, its users or affiliates; or
- 5.2.4 Reproduce, copy, sell, trade or resell all or any part of the Services for any purpose.

5.3 If numbrz's 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**"):

- 5.3.1 numbrz 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 our performance of any of our obligations;
- 5.3.2 numbrz shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from numbrz failure or delay to perform any of its obligations as set out in this clause 5.3; and
- 5.3.3 The client shall reimburse numbrz on written demand for any costs or losses sustained or incurred by numbrzarising directly or indirectly from the Client Default.

5.4 The accuracy and completeness of the data provided to numbrz, is wholly your responsibility and we are wholly dependent upon your providing this in a timely way, and upon any information or explanations we receive from you. We are under no obligation to identify, specifically, missing or incomplete information.

5.5 We will start providing our services 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 numbrz.

5.6 If your previous year's accounts have not been filed, and opening balances are

not provided to us by the time your first year end Accounts are due to be filed by numbrz, they will not be able to be filed. Any fines or penalties resulting from this will not be the responsibility of numbrz.

5.7 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. Individuals who are self-employed must retain their tax records for at least 5 years after the 31 January submission deadline of the relevant tax year. Private Limited Companies must keep records for at least 6 years from the end of the last company financial year to which they relate. 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.

5.8 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 any reviews undertaken and/or the subsequent status determined by a tribunal or other hearing.

6. Access, Security and Data Protection

6.1 You will not be able to use the numbrz Software and use the Services without a username, password and memorable word.

6.2 You are ultimately responsible for administering and safeguarding any passwords and memorable words created to control access to and your use of your numbrz Software. Please keep any password issued to you secure. If you choose to give another party access to your numbrz Software, you do so at your own risk and you shall remain liable to numbrz for complying with these Terms for the use of the numbrz Software and the Services and you shall indemnify numbrz in relation to any loss, damage or claim that may be suffered, incurred or brought as a result.

6.3 numbrz staff do not have access to any Client passwords or memorable words. Read only access to your numbrz Software is available to specific staff members but is strictly controlled by passwords and IP address restrictions. The use of this access is for assisting you with your numbrz Software and for offering other support, as necessary.

6.4 numbrz do not have editing access to your numbrz accounting records without your authentication and permission, save that accountants will access your numbrz accounting records to make necessary adjustments. Additionally, numbrz staff will have full access to your numbrz accounting records, with your authority, to undertake the Bookkeeping Service. This access would be sought in exceptional circumstances and would not involve you having to reveal any of your login details.

6.5 Each party acts as a Controller for the purposes of the General Data Protection Regulation (Regulation (EU) 2016/679) and shall comply with all data protection legislation applicable to it (“Data Protection Law”) when processing personal data in connection with the Services. Each party undertakes not to knowingly cause the other to breach Data Protection Law. In particular, you shall ensure that any disclosure of Personal Data to us complies with Data Protection Law.

6.6 Our Privacy Policy explains how we process personal information received by us about you (if you are an individual) or your employees (if you are a company) in order to provide the Services and meet our own legal and regulatory obligations. In agreeing to these Terms, you acknowledge that you have read our Privacy Policy, as may be updated from time to time. You can always find the most up to date version of our Privacy Policy on our website.

7. Charges and Payment

7.1 Your subscription - Charges and Payment Terms: Subscription Charges for use of the Services are payable monthly, or annually in advance. The subscription rates are posted on our website and in your Letter of Engagement, we may review these from time to time. Prices on our website are quoted in UK £ 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 supply credit or debit card details which will be charged each month at the agreed rate.

7.2 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). We may at any time, without limiting its other rights or remedies, set-off any amount owing to us by the Client against any amount payable by numbrz to the Client.

7.3 All amounts payable by the Client under the Contract are exclusive of amounts in respect of VAT chargeable for the time being. Where any taxable supply for VAT purposes is made under the Contract by numbrz to the Client, the Client shall, on receipt of a valid VAT invoice from numbrz, pay to numbrz 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.

7.4 An upfront up fee may be charged when signing up for the Services. This fee will be dependent on the Services you sign up for and will be detailed in your quote.

7.5 The Services rely upon the continuous payment of monthly subscriptions. We are unable to provide breaks in subscription fees due to: non-trading; you taking up permanent employment; or other disruptions to your business.

7.6 If an annual payment is made for the Services please note that 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.

7.7 Once any return has been filed, numbrz cannot be held responsible or accountable for any omissions in your accounts. Any changes required after submissions do not fall within the numbrz subscription fee and will be charged separately.

7.8 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 Account permanently.

7.9 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.

7.10 If the Client fails to make any payment due to numbrz 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.

7.11 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.

7.12 We reserve the right to increase our Charges on an annual basis each year in line with the percentage in the Retail Price Index (RPI) in the preceding 12 months, or 3%, whichever is higher.

8. Returning Clients

8.1 If you are re-engaging numbrz in the same accounting year in which you left the Service, we would normally re-enable your previous Account and Software and you would need to supply any missing data. If you do not wish this to happen you should contact us and request a new version of the Software or provide access to your own 3rd party software. If you opt for new Software it 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 re-engaged us or engage us to update this at your cost.

8.2 If you had been through an accounting year-end since leaving numbrz we must create a new version of the Software for you.

8.3 A reactivation fee may be charged when returning to the Services. This fee will be calculated by reference to your business's year-end and whether we are enabling the same Software.

8.4 If we are enabling the same Account and/or Software, we will may ask you to make up any missing monthly subscription fees for the period you have not used the Account.

8.5 In order for us to comply with the Money Laundering Regulations 2007, the Proceeds of Crime Act 2002, the Terrorism Act 2000 and the Criminal Finances Act 2017 we are required to carry out another identity verification check before allowing you use of the Services again.

9. Intellectual Property Rights and Software Licence

9.1 The Client acknowledges and agrees that all Intellectual Property Rights existing or arising in any materials, know-how, specifications, inventions, processes, software, applications, data or information supplied by numbrz under or in connection with the Services shall at all times belong to and remain vested in numbrz or its licensors and, save as expressly provided hereunder, no proprietary rights or any other rights whatsoever are assigned, granted or shall otherwise pass to the Client. For the avoidance of doubt, numbrz boxed graphics, logos, designs, page headers, button icons, scripts and service names are registered trademarks, trademarks, copyright or trade dress of numbrz in the UK and/or other countries. They may not be used in connection with any other product or service that is likely to cause confusion.

9.2 In accessing your Software and the Services, you are entitled to use the Software for as long as you are subscribed to the Services. You recognise and agree that your right to access the Services is strictly on the basis of a restricted, non-exclusive, personal, non-transferable, revocable licence for the duration of your paid up subscription only.

9.3 The Client acknowledges that, in respect of any third party Intellectual Property Rights (which may be a feature of any core Services and Add-Ons or otherwise), the Client's use of any such Intellectual Property Rights is conditional on numbrz obtaining a written licence from the relevant licensor on such terms as will entitle numbrz to license such rights to the Client. Further, you acknowledge and understand that all information (including data files, emails, computer software, advertisements, sponsored content and others), which you may have access to when using third party services, are the sole responsibility of the entity from which such content originated.

9.4 You shall not:

- 9.4.1 Remove or alter the conditions of use, any copyright notices and other identification disclaimers as they may appear on the website, or in any print format; or
- 9.4.2 Provide any content by electronic means to any person other than an authorised user ; or
- 9.4.3 Alter or change any part of the content.

10. Confidentiality

10.1A party (**receiving party**) shall keep in strict confidence all technical or commercial know-how, specifications, investigations, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (**disclosing party**), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 10 shall survive termination of the Contract.

11. Anti Money Laundering and Other Regulations

11.1 numbrz is obliged to comply with the Money Laundering Regulations 2007, the Proceeds of Crime Act 2002 and the Terrorism Act 2000. This compliance requires us to carry out identity verification checks before allowing use of the Services. We may request and retain from you such information and documentation as we require for these purposes and/or make searches of appropriate databases and to report, in accordance with the relevant legislation and regulations. Carrying out an identity verification check will place a soft footprint on your credit file. However it will not affect your credit rating in any way.

11.2 If we cannot adequately confirm your identity in accordance with the Regulations described in 11.1, we reserve the right to refuse your use of the Services.

11.3 We have a duty under Section 330 of the Proceeds of Crime Act 2002 to report to the Serious Organised Crime Agency (SOCA) if we know, or have reasonable cause to suspect, that you or anyone connected with your business are or have been involved in money laundering. Failure on our part to make a report where we have knowledge, or reasonable grounds for suspicion, would constitute a criminal offence. We are obliged by law to undertake this reporting to SOCA, but are under no obligation to make you aware of this reporting. In fact, we may commit the criminal offence of “tipping off” under Section 333 of the Proceeds of Crime Act 2002 if we were to inform you that a report had been made. In consequence, neither numbrz’s principals nor staff may enter into any correspondence or discussions with you regarding such matters.

11.4 The act of money laundering is defined in Sections 327, 328, 329 and 340(11) of the Proceeds of Crime Act 2002 and includes:

- 11.4.1 Concealing, disguising, converting, transferring or removing criminal property;
- 11.4.2 Arranging the acquisition, retention, use or control of criminal property by or on behalf of another person; and
- 11.4.3 Acquiring, using and possessing criminal property.

11.5 We are not required to undertake work for the sole purpose of identifying suspicions of money laundering. We shall fulfil our obligations under the Proceeds of Crime Act 2002.

11.6 numbrz complies with the Criminal Finances Act 2017 and operates adequate

procedures and controls aimed at preventing its staff, clients and other affiliates from facilitating tax evasion.

11.7 numbrz complies with the Bribery Act 2010 and operates adequate procedures and controls aimed at preventing bribery in its business dealings.

12. Warranties and Limitation of Liability and Indemnity:

12.1 The 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.

12.2 We will use reasonable endeavours 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 they 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.

12.3 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.

12.4 Nothing in these Terms shall limit or exclude our liability for:

- 12.4.1 Death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors; or
- 12.4.2 Fraud or fraudulent misrepresentation.

12.5 Subject to clause 12.4, we 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 sales or business, loss of agreements or contracts, loss of anticipated savings, loss of use or correction of software, data or information, 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.

12.6 Subject to clause 12.4, Our 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.

12.7 The Client agrees that all the limitations and exclusions of liability in favour of numbrz 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 clause 15.4 shall apply and in any event, subject to clauses 12.5 and 12.6 and this clause, our total liability shall not exceed the limits of the professional indemnity insurance that we maintain from time to time.

12.8 INDEMNITY: The Client hereby undertakes and agrees to indemnify numbrz and keep it fully indemnified for and against any and all costs, losses, damages, expense and/or liabilities (including, without limitation, any legal fees and expenses) which may be suffered or incurred by numbrz 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.

12.9 This clause 12 shall survive termination of the Contract.

13. Termination

13.1 The Client shall be deemed to have terminated the Contract if:

- 13.1.1 The Client does not elect to subscribe to the Services at the end of any trial period: and/or
- 13.1.2 The Client cancels their subscription to the Services or fails to pay numbrz for a subsequent renewal when due.

13.2 numbrz may terminate the Contract at any time by giving the Client not less than one (1) month's Written Notice or with immediate effect, at our sole discretion, should any of the events described in clause 13.6 occur. The Client may terminate the Contract at any time by giving us not less than one (1) month's prior Written Notice.

13.3 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:

- 13.3.1 Subject to clause 13.4, commits a material breach of the Contract and shall, in the case of any remediable breach, fail to remedy the same within 14 business days of receipt of a written notice from the non-breaching party requiring such remedy; and/or
- 13.3.2 Is unable to pay its debts (within the meaning of Section 123 of the Insolvency Act 1986) or otherwise becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of the other party (other than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the other party's assets or the other party enters into or proposes any composition or arrangement with its creditors generally or anything analogous to the foregoing occurs in any applicable jurisdiction or if it ceases to trade or threatens to cease trade.

13.4 For the avoidance of doubt, failure by the Client to pay any Charges due to numbrz in full in cleared funds by the due date shall constitute a material breach of the Contract (see clause 13.6). Failure by the Client to pay the Charges to numbrz in cleared funds by the due date on more than two occasions shall entitle numbrz to terminate the Contract immediately on giving Written Notice to the Client.

13.5 Without limiting its other rights or remedies, numbrz may suspend provision of

the Services under the Contract or any other contract between the Client and numbrz if the Client becomes subject to any of the events listed in clause 13.3.2 or numbrz reasonably believes that the Client is about to become subject to any of them.

13.6 The events referred to in clause 13.2 above, which shall entitle numbrz to terminate the Contract with immediate effect by written notice (which may be given by email) include, without limitation:

- 13.6.1 **Non-Payment** - where your Account has been suspended and you have not paid us within one month or where your payment has failed more than once in a financial year;
- 13.6.2 **Abusive Behaviour and discrimination** - use of racist, abusive, homophobic or sexist language or any other threatening or inappropriate conduct directed at our staff or third parties;
- 13.6.3 **Incompatibility** - where it becomes apparent that the Client's business is incompatible with the core Services due to, by way of non-exhaustive examples, the:
 - I. abnormal size of the company;
 - II. number of transactions per month;
 - III. operation of non-pound sterling bank accounts;
 - IV. inclusion of non-ordinary shares in the company's capital;
 - V. existence of stock and/or work-in-progress assets;
 - VI. engagement in factoring transactions; and
 - VII. existence of investments in subsidiaries and/or other affiliated companies.
- 13.6.4 **Excessive Use** - where, in our opinion only; 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 you are unwilling or unable, despite previous training and support, to use the Software and/or the Services properly or efficiently;
- 13.6.5 **Insufficient Use** - where, in our opinion only; you fail to update your Software, authorised 3rd party accounts software or provide us with the information to fulfill your Services, on a sufficiently frequent basis;
- 13.6.6 **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;

- 13.6.7 **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; or
- 13.6.8 **Failure to make payments** - where you repeatedly and deliberately fail to make tax payments that we have prescribed.

13.7 Consequences of Termination

- 13.7.1 On termination of the Contract for any reason:
 - I. The Client shall immediately pay to numbrz all of our outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, numbrz shall submit an invoice, which shall be payable by the Client immediately on receipt;
 - II. 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
 - III. Clauses which expressly or by implication survive termination shall continue in full force and effect.
- 13.7.2 Termination will result in the closure of your Account and disengagement as your Agents. In such cases we will issue a disengagement letter to ensure our respective responsibilities are clear.
- 13.7.3 Following the cancellation of your Account, numbrz will have no further responsibility in relation to the preparation or filing of your year end accounts, RTI filings or any other return. 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.
- 13.7.4 If you require the preparation of your Company's Year End accounts prior to leaving numbrz we will ask you to make up the cost for producing these accounts to the value of 12 times your monthly subscription + 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 or dormancy, additional fees will apply.
- 13.7.5 Any data you have in your Software would need to be exported prior to closure.
- 13.7.6 Suspension of your Account could seriously jeopardise our and your ability to manage your company accounts and could lead to the missing of submission deadlines, including monthly RTI filing.

- 13.7.7 We cannot be held liable for any fines incurred resulting from this, and all our obligations under these Terms of Services are suspended.
- 13.7.8 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 Account for any reason, by giving one month's notice.

If we need to close your account we will always give you at least one month's notice. However, we can cancel your account immediately if:

- You fail to pay your fees
- You are abusive to our team
- Your business becomes incompatible with our services (e.g. if you open a foreign bank account that we cannot support)
- You use our services excessively to the point where we are unable to deliver them properly
- We are unable to contact you despite repeated attempts
- You are frequently unable to meet filing or contractual obligations

If this agreement is terminated for any reason, your Account will be closed. You can export all the data in your Account, but you can only do this before the Account is closed. You agree to pay any outstanding balance owed. No refunds will be paid by us.

We will send you a letter of disengagement, after which we have no responsibilities to you or your company.

14. Force Majeure

14.1 For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of numbrz including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of numbrz or any other party), failure of a utility service (including the Internet) 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.

14.2 numbrz 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.

14.3 If the Force Majeure Event prevents numbrz from providing any of the Services for more than 10 weeks, numbrz shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Client.

15. General

15.1 Assignment and other dealings: numbrz 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 a Group Company or any other third party or agent.

- 15.1.1 The Client shall not, without the prior written consent of numbrz, 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.
- 15.1.2 You hereby agree that numbrz Limited, 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.

15.2 Internal Disputes and Complaints. If the Client is a Private Limited Company, Partnership or Limited Liability Partnership and we become aware of a dispute between parties who are partners, 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.

- 15.2.1 numbrz aims to provide the highest levels of client service and accountancy advice and support at all times but we recognise that, even with the best intentions and systems, things do not always live up to expectations. We deeply regret any times where this is cause for complaint. If you are unhappy with the Services please contact us directly. If you are still not satisfied or would like to escalate your complaint, please put it into writing to info@numbrz.co.uk.

15.3 Notices

- 15.3.1 Any notice or other communication given to a party under or in connection with the Contract shall be in the form of a Written Notice, 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. 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.

- 15.3.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address recorded on your 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.
- 15.3.3 You agree that numbrz may send you notices via email, regular mail or alerts within the Services.
- 15.3.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

15.4 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.

15.5 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.

15.6 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.

15.7 Third parties. A person who is not a party to the Contract shall not have any rights to enforce its terms.

15.8 Entire Agreement. The Terms and Service Descriptions 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 numbrz, which is not set out in the Contract.

15.9 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 numbrz.

15.10 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.

15.11 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).