

Terms of Service

Thank you for accepting our Terms of Service.

These terms (the “**Terms**”) govern our agreement with you in relation to all Forma services that you subscribe to and that we agree to supply to you from time to time (“**Services**”) subject to any additional terms that may be set out in the service descriptions of any Forma Packaged Services and Add-Ons (as defined in these Terms) as they apply to you. These Terms may be updated from time to time and any changes will be binding on you. 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.

Full legalese
Plain English

1. Introduction

1.1 We are EMBER NINE LIMITED trading through Forma ("Forma", "us", "we" and "our"). EMBER NINE LIMITED is a company registered in England and Wales under company number 11871779 and its business and registered address is Unit 302, The Finsbury Business Centre, 40 Bowling Green Lane, London, United Kingdom, EC1R 0NE.

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 www.goforma.com or www.app.goforma.com ("**Sites**") or and, to the fullest extent applicable, to any services which you are introduced to via the Sites, which are provided by affiliated third parties.

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

- **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 Forma. Such services may be purchased on the basis of separate contracts with the affiliated third parties who are introduced by Forma.
- **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 Forma Packaged Services and 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 Forma and the Client for the supply of the Services in accordance with these Terms.
- **Forma Account:**
Means a current subscription to the Services providing access to the Forma Software for delivery of the Services and enabling subscription to all Services.
- **Forma Packaged Services:**
Forma Advanced, Forma Premium (as detailed in the individual Service Descriptions featured on the Site and as summarised in clause 3), other than the Forma Standard Service accessed via your Forma Software. Such Forma Packaged Services and Add-ons may be purchased on the basis of an additional subscription or one-off payment governed by these Terms and the Special Terms.
- **Forma Software:**
Means the Forma proprietary software developed and/or licensed by Forma to provide the functionality for the Services for Clients with a Forma Account.
- **Forma Basic Service:**
The basic accountancy service provided by Forma as more particularly described in clause 3, including access to the Forma Software, support and general accountancy guidance in relation to the same.
- **Group Company:**
Means, in relation to Forma 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 Forma Packaged Services and 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 Forma Basic Service and the Forma Packaged Services.
- **Special Terms:**
Means any specific terms applicable to the Forma Packaged 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 Forma 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 Forma's registered address or to the Client's address as recorded by Forma.

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 Forma's systems applications.

To become a Forma client you must agree to these Terms of Service. They set out the legal agreement between you (the Client) and us (Forma). These Terms are updated from time to time and by continuing to use the Service you agree to these changes.

2. Formation of Contract

2.1 Your application for a Forma Account constitutes an offer by you to purchase 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 containing login details, at which point and on which date the Contract shall come into existence (the "**Commencement Date**"). By applying for a Forma 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 a Forma 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.

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 Private Limited Company Services cater for companies with up to a maximum of:

- Four (4) Directors;
- Four (4) Shareholders; and

- Ten (10) employees (inclusive of Directors).

Private limited companies with Directors and/or Shareholders who live outside of the UK must satisfy particular requirements as a condition of being accepted as clients.

2.6 If you have already been trading as a private limited company 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 Forma.

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.

Before you register we will perform identity checks and make sure your business is appropriate for Forma. If we are unable to verify your identity or your business is, or becomes, unsuitable, you may not be able to become a Forma client.

If you are moving from another accountant we will need to contact them to get professional clearance and to arrange for the transfer of your records and you consent to us doing so.

3. The Services

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

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

3.3 Accountancy for Limited Companies

Forma provides three Limited Company packaged services: Standard, Advanced and Premium for the accounting years in which you are subscribed to the services.

- **3.3.1 Accountancy for Limited Companies**
Services
 - The **Standard Package** includes the following:

- Dedicated accountant
- Access to Forma accounting software and mobile app.
- Private Limited Company 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.
- 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).
- Companies House
 - Processing required changes to officer and company information.
- The **Advanced Package** includes:
 - The **Standard Package** and in addition:
 - VAT
 - Completing cash accounting VAT calculations (standard and flat rate VAT schemes only).
 - Calculating quarterly VAT returns, 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.
 - Paying Yourself and/or other Employees
 - Registering your PAYE Scheme, in circumstances where this has not been done, or for new Private Limited Companies.
 - Producing Directors' pay-slips.
 - Creating monthly Real Time Information ("RTI") payroll runs for online submission to HMRC.
 - Providing general advice on PAYE, NI and tax coding for all directors.
 - Calculating Statutory Sick Pay ("SSP"), Statutory Maternity Pay ("SMP"), Statutory Paternity Pay ("SPP") and other statutory payments or deductions.
 - Preparing your annual PAYE Final Payment Submission ("FPS") for approval and online submission to HMRC.
 - Producing a P60 for all employees.
 - Preparing forms P11D and P11Db for all directors and relevant employees for approval and online submission to HMRC.
 - Dealing with routine HMRC Corporation Tax correspondence (please note that this does not include handling an HMRC enquiry, full or aspect).
 - Dividends
 - Producing dividend vouchers and related company minutes.
 - Enhanced service levels

- Self Assessment filing for up to two directors per year
 - Two References per year
 - One standard IR35 review
 - Payroll for up to 10 employees
 - Companies House
 - Preparing and submitting your company's Annual Confirmation Statement. Please note that filing fees may be payable depending on which Packaged Service you are subscribed to. Any fees due are payable when the Statement is filed.
 - The **Premium Package** includes:
 - **The Advanced Package** and in addition:
 - Enhanced Service levels
 - Quarterly health-checks
 - Annual pro-active review
 - Bookkeeping
 - Self Assessment filing up to four directors per year
 - Two standard or one enhanced IR35 Review per year
 - Companies House
 - Preparing and submitting the Persons with Significant Control Register for new Private Limited Companies and processing required changes for existing Private Limited Companies.
- **3.3.2 Add on Services**
 Add on Services supplied by Forma will be discussed, costed and paid for separately, if not included within package subscription.
- Non trading**
- **Dormancy Service**
 Preparation of financial statements for a company during a period of dormancy/non-trading.
 - **Closing Service**
 Closing of schemes and references with HMRC such as PAYE and VAT, preparing final closing company accounts and dissolution with Companies House.

3.4 Accountancy for Sole Traders

Forma provides three Sole trader packaged services: Standard, Advanced and Premium for the accounting years in which you are subscribed to the services.

- **3.4.1 Accountancy for Sole Traders**
Services
 - The **Standard Package** includes the following:
 - Dedicated accountant
 - Access to Forma accounting software and mobile app.
 - Self Assessment filing
 - Preparing your company's year-end accounts.
 - The **Advanced Package** includes:
 - **The Standard Package** and in addition:
 - VAT
 - Completing cash accounting VAT calculations (standard and flat rate VAT schemes only).
 - Calculating quarterly VAT returns, for VAT-registered businesses.

- 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.
 - Creating monthly Real Time Information ("RTI") payroll runs for online submission to HMRC, in the case that the Sole Trader has employees.
 - Providing general advice on PAYE, NI and tax coding for all directors.
 - Calculating Statutory Sick Pay ("SSP"), Statutory Maternity Pay ("SMP"), Statutory Paternity Pay ("SPP") and other statutory payments or deductions for any employees.
 - Preparing your annual PAYE Final Payment Submission ("FPS") for approval and online submission to HMRC.
 - Producing a P60 for all employees.
 - Preparing forms P11D and P11Db for all relevant employees for approval and online submission to HMRC.
 - Enhanced service levels
 - Two References per year
 - The **Premium Package** includes:
 - **The Advanced Package** and in addition:
 - Enhanced Service levels
 - Bookkeeping
 - Paying any employees
 - Registering your PAYE Scheme, in circumstances where this has not been done, or for any employees other than the sole trader.
- **3.4.2 Add on Services**
 Add on Services supplied by Forma will be discussed, costed and paid for separately, if not included within package subscription.
Non trading

3.5 Virtual Office

Forma provides three Virtual Office packaged services: Standard, Advanced and Premium.

- **3.5.1 Virtual Office Services**
 - The **Standard Package** includes the following:
 - Registered Office at our business location
 - The **Advanced Package** includes:
 - **The Standard Package** and in addition:
 - Scanning and Emailing of packages
 - The **Premium Package** includes:
 - **The Advanced Package** and in addition:
 - Forwarding of mail received. Packages that cannot be sent in the mail or require special handling will be charged as an extra

- **3.5.2 Add on Services**

Add on Services supplied by Forma will be discussed, costed and paid for separately, if not included within package subscription.

Non trading

3.6 Company Formation

Forma provides a single Company Formation package. By purchasing a company formation from Forma, you are granting us the right to file with Companies House, as an authorised person for and on behalf of the Company, the statutory forms required to implement the company formation service you are agreeing to take under this agreement. Please note that we will ask you to provide proof of identity - provision of the company formation service will be subject to receipt of this information.

- 3.6.1 Special Limitation of Liability

- 3.6.1.1 We do not accept any liability of whatever nature for errors or omission in the company formation information you submit through our Website, or for any such company formation application, which is subsequently rejected by Companies House.
- 3.6.1.2 If your company formation application is rejected by Companies House, you will not be entitled to a refund for any services purchased from Forma.
- 3.6.1.3 We do not accept any liability should your company be struck off and/or removed from the Register for any reason that is not within our control, or following the cancellation or expiry of the services you are agreeing to take under this agreement should your company fail to meet its statutory requirements following our actions to file the requisite forms to notify the termination of such services.
- 3.6.1.4 It is your responsibility to ensure that any company name you choose is available for registration and can be lawfully used by you. We accept no liability for your choice of name or any problems, which may arise due to your choice of company name.

- 3.6.2 Requirements for the use of our incorporation services

- 3.6.2.1 No persons under the age of 16 are permitted to register limited companies or limited liability partnerships in the UK. The minimum age requirement for directors, company secretaries and LLP members is 16 years. Individuals not meeting this legal minimum may only hold shares in private companies limited by shares.
- 3.6.2.2 Any person who is an undischarged bankrupt is prohibited from registering a limited company in the UK and being appointed as a director or company secretary. Undischarged bankrupts may only hold shares in private companies limited by shares.
- 3.6.2.3 Any persons currently named on the Disqualified Directors Register may not register a limited company or limited liability partnership - any disqualified director whose ban has not yet been served in full is not permitted to act as a company director, company secretary or LLP member, unless permission is granted from the appropriate Court. Such individuals may only hold shares in private companies limited by shares.

- 3.6.2.4 We are not responsible or liable for any rejection of incorporation or problems arising due to the appointment of any persons not meeting the legal requirements for company formation. It is your responsibility to ensure all persons named on the company formation application are eligible to hold their respective positions.
- 3.6.3 Ordering our products and services
 - 3.6.3.1 You are presented with a range of choices during the ordering process. It is your responsibility to ensure you read and fully understand these choices before proceeding with any purchase. Should you have any queries regarding our products and/or services, or any aspect of your order, we strongly recommend that you contact us during our usual UK business hours prior to proceeding with any purchase. Whilst we endeavour to provide a prompt response to your enquiry, we cannot guarantee to do so in every instance. It therefore remains your responsibility to elicit further information from us regarding the product you intend to order before the order is placed.
 - 3.6.3.2 We only provide services on the basis that you have given us full and proper instructions and the authority to lawfully carry out those instructions. You undertake to ensure the accuracy and completeness of the information you provide for us, and you accept all liability for the rejection of any services or documents due to inaccuracies or incompleteness.
 - 3.6.3.3 We do not accept any liability of whatever nature for errors or omissions in documents that are uploaded, or not uploaded, to our website by you, or for any such documents which are subsequently rejected by Companies House.
 - 3.6.3.4 Where orders are made for our Pre-Submission Review, this review will not extend to reviewing or inspecting documents uploaded to our website - it is your responsibility to ensure completeness, compliance and accuracy of all such documents prior to their submission.
 - 3.6.3.5 By accepting these terms and conditions, you are granting us authorisation to file with Companies House as an authorised person for, and on behalf of, the company, the statutory forms required to implement the services you are agreeing to take under this agreement for the full term of the agreement. If said services are cancelled, terminated, or shall expire as a result of failing to make the required payment, you are granting us authorisation to file the statutory forms required to terminate these services.
 - 3.6.3.6 The statutory forms that we reserve the right to file include, but are not limited to, the following: AP01, AP02, AP03, AP04, TM01, TM02, SH01, AD01, AD02, CH01 and CH02.
 - 3.6.3.7 We are regulated by the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (“MLR 2017”) and by accepting these Terms and Conditions you are granting us authority to carry out a digital ID verification check by CreditSafe or similar organisation for the purposes of checking your identity and address. This online check may be recorded on your credit record, and a record of the search will be retained.
 - 3.6.3.8 Should we not be able to successfully verify your identity and address using our digital ID verification process, we will require you to provide proof of your identity and address in the form of certified copies of the original documents to satisfy our Anti-Money Laundering procedures. Failure to comply with any request for such documents may result in the cancellation of services. No refund shall be given for the cancellation of services resulting from a failure to comply with our

Anti-Money Laundering procedures. For further information please read our ID Requirements.

- 3.6.3.9 As a Company Service Provider we have a responsibility to carry out due diligence checks from time to time on our customers (companies, officers and shareholders) to which we provide ongoing services. Should any of our checks result in the discovery of illegal or unethical activities, we reserve the right to terminate services without notice and without refund.
- 3.6.3.10 We also have an obligation to meet the requirements of 'Know Your Customer' (KYC) and you will be asked to complete a short questionnaire on the business activity or activities of your company and the reason for your business relationship with Forma.
- 3.6.3.11 Our services are not available for purchase where the end user is a Scottish Limited Partnership (Scottish LP). All such purchases will be refunded and the services will not be set up.
- 3.6.4 Incorporation process
 - 3.6.4.1 Provided you have complied with the formalities necessary to register a company through us, Companies House will generally complete the incorporation of your company within approximately 3 to 6 working hours (Monday - Friday, 9am-5pm), however, in some cases it could take up to 24 hours - dependent on Companies House workload. We have no control over this process; therefore, it may take longer than the usual processing time of 3 to 6 working hours.
 - 3.6.4.2 We offer no guarantee your company application will be approved on the same business day as you make your order.
- 3.6.5 Company registration service
 - 3.6.5.1 Upon notification from Companies House of successful incorporation, your new limited company or limited liability partnership will be ready to trade immediately.
 - 3.6.5.2 You will receive a Certificate of Incorporation and other company formation documentation and services as described within the incorporation package you purchased on our Website.
- 3.6.6 Optional additional products and services
 - 3.6.6.1 In addition to the formation of the company and the company documents described above, you may optionally order additional products and/or services through Forma. These include, but are not limited to, the following:
 - Registered office service
 - Service address
 - Business address with mail forwarding
 - Confirmation Statement preparation and filing service
 - Business bank account
 - VAT and PAYE registration
 - 3.6.6.2 These products and services may be added to your company formation package prior to incorporation, or they may be purchased after incorporation for an existing company.
- 3.6.7 Conditions of our company address services

- 3.6.7.1 When you purchase a Registered Office and/or Service Address from us, you are agreeing to use our Digital Mailroom Service, whereby all official government mail from the government agencies listed below will be received at our address, securely opened and scanned by our automated mail handling equipment and sent to you by email. A further electronic copy of your government mail will be available for you to view, download or print, in your Forma online customer account area. All original copies of your mail will be securely stored for a period of 7 days, during which time you will be able to request they are forwarded to you by Royal Mail post. After the expiry of 7 days, unclaimed mail will be securely destroyed. Official government mail from the following government agencies are covered by these services: Companies House, HMRC, Government Gateway, Department for Work & Pensions (DWP), Office for National Statistics, Information Commissioner's Office (ICO) and Court documents.
- 3.6.7.2 If you purchase a Registered Office or Service Address from us without registering an account with us, we are not responsible for updating this information at Companies House on your behalf - you are responsible for ensuring this information is registered with Companies House and updated on public record.
- 3.6.7.3 We will only update your registered office and/or service address details at Companies House if you add one or both of these address services to one of our company formation packages, or you create an account with us and import your company onto our website prior to purchasing one or both of these address services.
- 3.6.7.4 When you purchase an address service from Forma, you are authorising us to receive, sort and forward mail on your behalf. We shall not be responsible for any losses incurred due to any act, omission, neglect, or delay by us, or our employees or agents, in the process of receiving, sorting and forwarding mail on your behalf.
- 3.6.7.5 We are not responsible for any mail that fails to be delivered to our offices, nor are we liable for mail after it has been handed to Royal Mail or our nominated courier for delivery to your preferred forwarding address.
- 3.6.7.6 We will not accept any general business mail (non-statutory mail) for you or your company through our Service Address or Registered Office service - general business mail will only be accepted at our offices and forwarded to you if you purchase our Business Address Service.
- 3.6.7.7 If payment for renewal of a Service Address service has not been made on or before the anniversary of the date of the previous payment, or you have failed to provide the required ID, you will be deemed irrevocably to have authorised us to change, with immediate effect, your Service Address to your residential address or any other address you have previously provided us for this purpose. This new address information will be registered with Companies House and displayed on public record.
- 3.6.7.8 If payment for renewal of a Registered Office Address service has not been made on or before the anniversary of the date of the previous payment, or you have failed to provide the required ID, you will be deemed irrevocably to have authorised us to change, with immediate effect, the Registered Office Address of the company to your residential address or any other address you have previously provided us for this purpose. If you are a non-UK resident and do not have a UK address to use for this purpose, we will apply to Companies House to have our address removed by form RP07. This new address information will be registered with Companies House and displayed on public record.

- 3.6.7.9 Forma reserves the right to cancel an address service with immediate effect should we believe you have caused a palpable risk to our reputation and/or business. Our address will be removed from Companies House records and it will be changed to your residential address or any other address you have previously provided us for this purpose. If you are a non-UK resident and do not have a UK address to use for this purpose, we will apply to Companies House to have our address removed by form RP07. This new address information will be registered with Companies House and displayed on public record.
- 3.6.7.10 Multiple companies cannot use a single address service. If you require an address service for multiple companies, you require purchasing a separate service for each company.
- 3.6.7.11 With regards our Business Address Services, each company can have a maximum of one other trading name, which cannot be another limited company, or a trading name associated with another limited company. Post will not be forwarded for trading names unless prior agreement has been sought and received by the customer, and mail for trading names we have not entered into agreement for, will be returned to sender on the same day it is received.
- 3.6.7.12 We will handle parcels as defined by Royal Mail, as being an item weighing over 750grams or in excess of 353 x 250mm in size; however, we will not accept or handle any items in accordance with 18.18.1.
- 3.6.7.13 Should we receive mail returned to ourselves which has previously been forwarded by ourselves to the forwarding address we have on file for the customer, we will contact the customer to clarify the forwarding address we have on file. Any returned mail which is subsequently re-sent by post to the customer will be charged at Royal Mail postal rates + 15%, unless we are satisfied an error has been made by ourselves.
- With regards our Digital Business Address service, any mail containing a cheque, bank card or other item deemed to be of value, as well as any item of mail larger than A4 size, will be forwarded to you by post. Mail forwarding is charged at Royal Mail postal rates plus 15% handling fee.
- 3.6.7.14 If we forward mail to you by courier, we will require taking payment in advance. A receipted invoice will be raised and forwarded to you immediately after payment is taken. The acceptance of these Terms and Conditions means you are granting us authority to take payment using your payment card details stored on our system. In the event the cost to forward an item by courier is substantial, we may contact you to seek your approval before processing the item. Please note: Our 15% handling fee also applies to courier deliveries.
- 3.6.7.15 With regards forwarding parcels, packets, letters by Royal Mail Special Delivery, International Signed For, International Tracked, and International Tracked & Signed, we may require taking payment in advance. A receipted invoice will be raised and forwarded to you immediately after payment is taken. The acceptance of these Terms and Conditions means you are granting us authority to take payment using your payment card details stored on our system.
- 3.6.7.16 In the event we are unable to deliver an item of mail or where advance payment is required and we are unable to take advance payment, we will contact you by email, telephone or post and request your assistance. If we do not receive a response within 30 days we reserve the right to return the item to sender or dispose of it, as appropriate.

3.7 Receptionist

Forma provides a single Receptionist Service. We provide a Local telephone number for your use. Once you've provided us with the required details (e.g. how you would like us to answer calls), calls to your assigned Local telephone number are answered in your company name. These are either redirected to your personal mobile or voicemail. Sometimes we will introduce features, change existing features, or have to change our service to comply with the law (e.g. altering tax rates). We will always tell you about changes. For more information on Forma packages please see the detailed comparisons online. We may subcontract to third parties.

Forma shall use its reasonable endeavours to ensure that the Services are ready and available at the Service Live Date or as soon as practical thereafter.

Forma may further allocate additional Access Numbers to the Customer as requested from time to time (at Forma's sole discretion).

3.7.1 The Client acknowledges that:

3.7.1.1 it shall have no ownership in the Access Numbers;

3.7.1.2 allocation of the Access Numbers does not constitute transfer thereof to the client, nor transfer thereof of any other rights, benefits, goodwill or property in the Access Number whatsoever;

3.7.2 The Client acknowledges that Forma may at its absolute discretion withdraw or re-allocate numbers if it is reasonable to do so, or where:

3.7.2.1 There is no call traffic for 60 consecutive days; or

3.7.2.2 The Client is in breach of the Agreement; or

3.7.2.3 The Agreement is terminated (for any reason whatsoever); or

3.7.2.4 Such action is necessary to comply with any legal requirement or re-numbering plan or as directed by the Regulator or other official or Governmental body; or

3.7.2.5 Such action is necessary to optimise switch capacity or usage provided at all times Forma takes all reasonable steps so as to minimise interruption to Service Providers business; or

3.7.2.6 If a purchased package fails to bill correctly on reoccurring Monthly billing cycles

3.7.3 In the event of withdrawal or re-allocation of any access number, Forma shall use its best endeavours to give the Client as much notice as is reasonably possible.

3.7.4 Forma shall use its best endeavours to provide the Services and the equipment suitable for providing the Services. The Client acknowledges that:

3.7.4.1 Forma cannot provide a fault free service; and

3.7.4.2 No capacity is guaranteed by Forma

3.7.4.3 Forma gives no warranty that the Services or any Equipment used to provide the Services will be fault or error free; and

3.7.4.4 Forma gives no warranty that the Services, Equipment or its network, or that of the Interconnect Carrier will be continuous or fit for the Client's purpose;

3.7.4.5 The Client bears sole responsibility for ascertaining the suitability of the Services for its application;

3.7.4.6 Forma shall notify the Client of any necessary technical changes in its service, Equipment or network affecting Services offered to the Client as soon as is reasonably practicable by means of email or a notice at either web site;

3.7.4.7 For the avoidance of any doubt, a breach by the Client of any OFCOM guidance, code of practice or regulation shall be a breach of this Agreement.

3.7.5 Forma may at its absolute discretion and without penalty to it:

3.7.5.1 Suspend the Services at any time for the purpose of system maintenance giving the Client such notice as is practical under the circumstances;

3.7.5.2 From time to time modify its Equipment or network and change its service providers and Interconnect Carrier without notice to and without consulting with client;

3.7.5.3 Suspend, bar or restrict access to the Services if at any time the number of calls or attempted calls to the access number causes or is liable to cause congestion or other disruption within any part of Forma's system;

3.7.5.4 From time to time impose traffic restrictions on particular access numbers to protect service quality.

3.7.6. You warrant that you will not:

3.7.6.1 Use the Service or permit the Service to be used for any improper, fraudulent, immoral or unlawful purpose;

3.7.6.2 Use the Service or permit the Service to be used for the transmission of any material which is of a defamatory, offensive, abusive, obscene or menacing character or nature;

3.7.6.3 Use the Service or permit the Service to be used in a manner that infringes the intellectual property rights or any other proprietary rights of any third party; or

3.7.6.4 Use the Service or permit the Service to be used in a manner that may injure or damage any person or property or cause the quality of the Service to be impaired;

3.7.6.5 Disclose any terms of Your Agreement with any Third Party, including but limited to, any promotions or offers provided to You as part of Your Agreement.

3.7.7 You will at all times during the continuation of the Agreement:

3.7.7.1 Comply with all reasonable directions and instructions issued by Us from time to time in relation to the Service;

3.7.7.2 Comply with and observe at all times all applicable laws, regulations and codes and any directions, recommendations and decisions of any Regulator; and

3.7.7.3 Not act in any manner likely to bring Us, the Service, or any Network Operator into disrepute.

3.7.8 You will, upon request, provide Us or any Network Operator or Regulator with any information relating to Your use of the Service and / or the Free Service that the requesting party reasonably requires. You are responsible for ensuring that any information relating to Your end-users, including (but not limited to) Your end-user Data, is accurate and complete.

3.7.9 You shall immediately notify Forma of any change in your name, constitution, address and telephone numbers.

3.7.10 You will not state or imply any approval by Us of any particular marketing activity that You carry out following using the Service and / or the Free Service or refer to Us in any way without Our prior written approval.

3.7.11 Where requested by Us, You will promptly provide Us with a representative Forecast of Your Service and / or Free Service needs for the requested period, including (but not limited to) all reasonable details required for Us to plan capacity requirements.

3.7.12 You will not, or seek to, acquire any title or other proprietary right to any intellectual property, including (but not limited to) any patents, know-how, registered or unregistered trademarks, design rights or copyright, relating to the Service and / or the Free Service, nor will You cause or knowingly permit anything to be done which may in any way damage or endanger any such intellectual property. You will notify Us of any suspected infringement of Our intellectual property of which You become aware and will take all reasonable action as We may direct in relation to that suspected infringement where such is directly and specifically related to the services we provide you.

3.7.13 The Client acknowledges that if Forma or the Interconnect Carrier is requested, directed or recommended to do so by the Regulator or any other governmental or agency it may:

3.7.13.1 cease providing the Services without incurring any liability to the Client whatsoever; or

3.7.13.2 it shall have no claim (of whatever nature) against Forma for any action taken.

3.7.14 The Client acknowledges that Forma has the absolute right to monitor all Services and record any calls made to the access number.

3.7.15 Notwithstanding any other provision in the Agreement, the Client irrevocably authorises Forma to share information relating to the Services, its use of the Services and the conduct of its affairs with Forma with the Regulator, the Billing Carrier or Interconnect Carrier or other such person.

3.7.16. The Client shall notify Forma of any television or radio based advertising campaigns or other promotions that are likely to result in sudden peaks in Call traffic in order that the parties can ascertain whether the anticipated number of Calls is likely to result in a limitation of resources for other clients. The Client acknowledges that a large number of calls to the access numbers in a short period of time may cause some or all of such calls to fail, or cause a general failure in the Service.

4. Accountancy Advice

4.1 Your Forma Account allows for the provision of general accountancy advice only and this is restricted to the private limited company, entity, or sole trader which subscribes to Forma.

For specific matters relating to issues, such as IR35 and VAT compliance, broad advice will be offered and additional services recommended. Forma recommends that you seek specialised advice on specific matters either by expanding your Forma Account to include additional services or by seeking advice from an alternative source.

4.3 For the avoidance of doubt, it is our policy to confirm, in writing, advice upon which you may wish to rely. This means that if you wish to rely upon advice which may, initially, be given to you verbally no decision should be taken on the matter until you have requested, received and considered specific advice from us in writing.

4.3.1 We can only provide advice for the limited company, entity, or sole trader registered for our services. We can provide advice on a variety of subjects, but sometimes we will refer you to a third party to make sure you get the best support.

4.3.2 We are the accountant for your Limited Company, not you individually. If your company has an internal dispute we cannot provide services without agreement from all relevant parties.

4.3.3 In the case of Sole Traders, we are the individual accountants, as the individual is the Sole Trader we are representing

5. Client's Obligations

5.1 You shall:

- 5.1.1 Co-operate with Forma in all matters relating to the Services including complying with any and all reasonable instructions provided by Forma in relation to the same;
- 5.1.2 Provide Forma with such information and documentation as Forma may reasonably require in order to supply the Services, and ensuring that this is accurate in all material respects;
- 5.1.3 Ensure that Forma has complete and accurate information and keep your Forma Software up to date at all times throughout the subscription period, including any changes to the company structure, trading activity, business address and personal contact details;
- 5.1.4 Keep your Forma Software updated with all trading transactions, including, but not limited to: entering all invoices and expenses; recording all withdrawals and payments; reconciling your Forma Software to your relevant bank and credit card statements on a regular basis; filing your VAT returns (if you are registered); and filing RTI submissions through your Forma Software, when required;
- 5.1.5 Advise us accordingly, if it is confirmed that your business activities are within the scope of IR35. If this is the case, you will then be required to take up the paid for Forma Payroll service so that we can prepare the appropriate "deemed payment" calculations. It is your responsibility to request an IR35 Review, Enhanced IR35 Review, or IR35 Express Enhanced Review if you consider these to be required and, dependent on the level of service you selected, additional charges may apply. Unless we receive instructions from you to the contrary, or you request a review, we will always treat you as outside IR35 and your Forma Software will reflect this status;

- 5.1.6 Ensure that the Services are not abused or used for any immoral or illegal purpose or in any way that would bring Forma into disrepute;
- 5.1.7 Open at least one pound sterling business account, with a UK-based bank, through which your company can process business transactions;
- 5.1.8 Ensure that your Forma Software is fully updated and reconciled at least 16 weeks before the financial accounts filing deadline, which is the end of the sixth month after the relevant year end;
- 5.1.9 Ensure that the data in your RTI payroll submissions are correct and that the submissions are made on time. Failure to do this may lead to automatic penalties, surcharges and/or interest charged by HMRC. Employers cannot delegate this legal responsibility to others;
- 5.1.10 Ensure that you meet filing deadlines for your Annual Confirmation Statement (including your Persons with Significant Control Register). You will be notified of these filing deadlines in advance by email, or via messages in your Forma Software. We cannot be held responsible for any late filing fees or penalties caused once notification has been sent;
- 5.1.11 Ensure that you have a currently active Forma Account in order to file any company returns, this includes PAYE Full Payment Submission ("FPS"), which requires filing at specific times in the calendar year. If you choose to leave the Service before these filings are due, and have not made specific arrangements with Forma, you will need to make your own filings;
- 5.1.12 Remain solely and fully responsible for any breach of your obligations under these Terms and the consequences of any such breach, expressly acknowledging that Forma has no responsibility to you or to any third party for such breaches or the consequences of such breaches and that you shall indemnify Forma in relation to the same in accordance with clause 14.8; and
- 5.1.13 Notify Forma of an intention to cancel your Forma Account at least 30 days before the next related direct debit 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 Forma 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 the Forma Software, hardware or telecommunications equipment of Forma, 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 Forma'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 Forma 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 Forma's performance of any of its obligations;

- 5.3.2 Forma shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from Forma's 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 Forma on written demand for any costs or losses sustained or incurred by Forma arising directly or indirectly from the Client Default.

5.4 The accuracy and completeness of the data entered into the Forma Software, is wholly your responsibility and we are wholly dependent upon your entering 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 If you have accounts from previous years that have not yet been finalised, we will not have opening balances from these periods. Consequently, your Forma Software will not truly and accurately reflect your current financial status until we have this information.

5.6 If you start to use the Services midway through your current trading period you will be required to enter any trading activities already undertaken into your Forma Software.

5.7 Forma will start providing its 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 Forma.

5.8 If your previous year's accounts have not been filed, and opening balances are not entered into the Forma Software by the time your first year end Accounts are due to be filed by Forma, they will not be able to be filed. Any fines or penalties resulting from this will not be the responsibility of Forma.

5.9 Company directors are wholly responsible for the registration, completion and filing of their own annual Self-Assessment Tax returns. Forma can assist with this and offers a separate, paid for Personal Tax service for tax registration and for the completion and filing of returns – see clause 3.5.5.

5.10 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.

5.11 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 an IR35 Review, Enhanced IR35 Review or Express Enhanced IR35 Review and/or the subsequent status determined by a tribunal or other hearing.

A good relationship between us and you is key to making sure you get the best service possible. As a Forma client you agree to:

- Work with us in providing the services and listen to our requests
- Provide us with all the information we need
- Make sure we are always notified of changes to your company, including address and director and shareholder changes
- Keep your accounts and regulatory filings up to date through our online accounting software
- Advise us if you are inside IR35
- Open a business bank account for your company
- Ensure that your accounting records are fully up to date and reconciled in your Forma account at least 16 weeks before the annual filing deadline date
- If you wish to cancel your subscription to Forma, notify us at least one month before your next payment is due

You must not:

- Use our services for anything illegal
- Try to hack or compromise our services
- Do anything to disrupt services for other clients
- Copy or resell any part of our service
- Give anything of value to our employees in connection with our services

If you prevent us from delivering our service (through inaction or wrongful action):

- We may cancel your subscription
- You will be liable for any losses

Ultimately you, as the director of your company, are responsible for its administration and the accuracy and completeness of the data you give us. We will assist you as best we can, but we are a service provider and not responsible for tax liabilities, interest, penalties or other costs or losses.

6. Access, Security and Data Protection

6.1 You will not be able to use the Forma 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 Forma Software. Please keep any password issued to you secure. If you choose to give another party access to your Forma Software, you do so at your own risk and you shall remain liable to Forma for complying with these Terms for the use of the Forma Software and the Services and you shall indemnify Forma in relation to any loss, damage or claim that may be suffered, incurred or brought as a result.

6.3 Forma staff do not have access to any Client passwords or memorable words. Read only access to your Forma 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 Forma Software and for offering other support, as necessary.

6.4 Forma do not have editing access to your Forma accounting records without your authentication and permission, save that accountants will access your Forma accounting records to make necessary adjustments. Additionally, Forma staff will have full access to your Forma 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.

To use Forma you must log in with a username, password, and memorable word. We do not have access to passwords and memorable words. Account security is your responsibility, so keep this information safe!

In cases where we need to access your account, we are able to do so securely and we will ask your permission, except that accountants may access your accounting records to make necessary adjustments.

All correspondence from HMRC and Companies House is scanned and securely disposed.

All transfers of your data between users and our systems is encrypted and processed in accordance with the General Data Protection Regulation (Regulation (EU) 2016/679).

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 we may vary 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 set up a direct debit in favour of Forma for payment of monthly subscription fees.

7.2 Additional Charges are payable and Add-Ons which fall outside of the scope of the Services and the amounts payable shall be posted on our website from time to time. The current rate shall be notified to the Client in advance of subscribing to the Add-Ons. If you require a specific additional service, please ask your account manager for details.

7.3 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). Forma may at any time, without limiting its other rights or remedies, set-off any amount owing to it by the Client against any amount payable by Forma to the Client.

7.4 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 Forma to the Client, the Client shall, on receipt of a valid VAT invoice from Forma, pay to Forma 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.

7.5 A set-up fee will be charged when signing up for the Services. This fee will be dependent on whether you require us to form a limited company or you already have a limited company. The proximity of the sign-up to an existing company's year-end will be another dependency.

7.6 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.

7.7 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 Forma Account before the end of the year for which you have paid.

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

7.9 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 Forma Account permanently.

7.10 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.

7.11 If the Client fails to make any payment due to Forma 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.

7.12 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.

7.13 We reserve the right to increase our Charges on an annual basis in April each year in line with the percentage in the Retail Price Index (RPI) in the preceding 12 months.

You must pay your subscription by Direct Debit. We reserve the right to increase our Charges on an annual basis in April each year in line with the percentage in the Retail Price Index (RPI) in the preceding 12 months.

You will always be notified of the cost in advance for add-on services which are not included in your monthly subscription.

A set up fee is charged when you first become a client. This will vary depending on your circumstances.

All our quoted prices exclude VAT.

If you stop paying our fees, we may stop delivering our service, and may charge you interest on any overdue amounts. We will always try to work with you to remedy the situation before taking any action.

8. Returning Clients

8.1 If you are re-engaging Forma in the same accounting year in which you left the Service, we would normally re-enable your previous Forma account and software and you would need to enter any missing data. If you do not wish this to happen you should contact us and request a new version of the Forma Software. This new version of the Forma Software 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 Forma.

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

8.3 A new set up fee will 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 Forma Software.

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

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.

If you leave our services and return in the same year we will normally re-activate your account. If you have finished your accounting year we will open a new account for you.

We will need to re-verify your identity before re-engaging you as a client.

11. Intellectual Property Rights and Forma Software Licence

11.1 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 Forma under or in connection with the Services shall at all times belong to and remain vested in Forma 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, Forma boxed graphics, logos, designs, page headers, button icons, scripts and service names are registered trademarks, trademarks or trade dress of Forma 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.

11.2 In accessing your Forma Software and the Services, you are entitled to use the Forma 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.

11.3 The Client acknowledges that, in respect of any third party Intellectual Property Rights (which may be a feature of any Forma Package Services and Add-Ons or otherwise), the Client's use of any such Intellectual Property Rights is conditional on Forma obtaining a written licence from the relevant licensor on such terms as will entitle Forma 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.

11.4 You shall not:

- 11.4.1 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
- 11.4.2 Provide any content by electronic means to any person other than an authorised user ; or
- 11.4.3 Alter or change any part of the content.

Intellectual property includes copyright (e.g. our software and website) and trademarks (our name and logo). While using our service you have access to our intellectual property and that of our partners – nothing in this agreement affects their ownership.

You may not use this intellectual property in any way which would infringe the owner's rights.

12. Confidentiality

12.1 A 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 the disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 12 shall survive termination of the Contract.

You may sometimes receive confidential information from us while we look after your accounts. You agree not to disclose this information to anyone else, unless it is needed to help us deliver our services.

13. Anti-Money Laundering and Other Regulations

13.1 Forma is obliged to comply with the Money Laundering Regulations 2007, the Proceeds of Crime Act 2002 and the Terrorism Act 2000. Forma Accounting Ltd also observes the bye-laws, regulations and ethical guidelines of the ACCA with respect to anti-money laundering regulations. 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.

13.2 If we cannot adequately confirm your identity in accordance with the Regulations described in 13.1, we reserve the right to refuse your use of the Services.

13.3 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 Forma's principals nor staff may enter into any correspondence or discussions with you regarding such matters.

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

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

13.5 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 by complying with the bye-laws, regulations and ethical guidelines of the ACCA in this respect.

13.6 Forma 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.

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

We will perform identity checks before registering you for our services - this is to comply with the Money Laundering Regulations 2007, the Proceeds of Crime Act 2002, and the Terrorism Act 2000.

If we cannot confirm your identity you may not be able to register for our services.

We must report any suspected money laundering, and may not inform you if we do so (this is known as "tipping off").

YOUR ATTENTION IS PARTICULARLY DRAWN TO CLAUSE 14

14. Warranties and Limitation of Liability and Indemnity:

14.1 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.

14.2 Forma warrants to you that the Services will be provided using reasonable care and skill. We (and our partners) will be appointed to act on your behalf in dealings with HMRC and Companies House. We will have no liability for any incorrect information you provide to us.

14.3 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.

14.4 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.

14.5 Nothing in these Terms shall limit or exclude Forma's liability for:

- 14.4.1 Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or
- 14.4.2 Fraud or fraudulent misrepresentation.

14.6 Subject to clause 14.5, Forma 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.

14.7 Subject to clause 14.5, Forma's 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.

14.8 The Client agrees that all the limitations and exclusions of liability in favour of Forma 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 17.4 shall apply and in any event, subject to clauses 14.6 and 14.7 and this clause, Forma's total liability shall not exceed the limits of the professional indemnity insurance that it maintains from time to time.

14.9 **INDEMNITY:** The Client hereby undertakes and agrees to indemnify Forma 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 Forma 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.

14.10 This clause 14 shall survive termination of the Contract.

This part is important.

We confirm that we can meet our obligations under these Terms of Service.

You confirm that you can meet your obligations under these Terms of Service.

As with any online business, access to our services may be disrupted by problems on our end, your end, or somewhere in between. We will always ensure any disruption is kept to a minimum.

You are responsible for the good running of your business, and we are not responsible for any losses (financial or otherwise) you suffer during the normal course of business.

You promise to ensure that we suffer no loss as a result of your breach of this agreement, or as a result of negligence, fraud or misconduct.

15. Termination

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

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

15.2 Forma 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 Forma's sole discretion, should any of the events described in clause 15.6 occur. The Client may terminate the Contract at any time by giving Forma not less than one (1) month's prior Written Notice.

15.3 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:

- 15.3.1 Subject to clause 15.4, 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
- 15.3.2 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.

15.4 For the avoidance of doubt, failure by the Client to pay any Charges due to Forma in full in cleared funds by the due date shall constitute a material breach of the Contract (see clause 15.6). Failure by the Client to pay the Charges to Forma in cleared funds by the due date on more than two occasions shall entitle Forma to terminate the Contract immediately on giving Written Notice to the Client.

15.5 Without limiting its other rights or remedies, Forma may suspend provision of the Services under the Contract or any other contract between the Client and Forma if the Client becomes subject to any of the events listed in clause 15.3.2 or Forma reasonably believes that the Client is about to become subject to any of them.

15.6 The events referred to in clause 15.2 above, which shall entitle Forma to terminate the Contract with immediate effect by written notice (which may be given by email) include, without limitation:

- 15.6.1 **Non-Payment** – where your Forma Account has been suspended and you have not paid us within one month or where your direct debit has failed more than once in a financial year;
- 15.6.2 **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;
- 15.6.3 **Incompatibility** – where it becomes apparent that the Client's business is incompatible with the Forma Basic Service due to, by way of non-exhaustive examples, the:
 1. abnormal size of the company;
 2. number of transactions per month;
 3. operation of non-pound sterling bank accounts;
 4. inclusion of non-ordinary shares in the company's capital;
 5. existence of stock and/or work-in-progress assets;
 6. engagement in factoring transactions; and
 7. existence of investments in subsidiaries and/or other affiliated companies.
- 15.6.4 **Excessive Use** – where, in Forma's 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 Forma Software and the Services properly or efficiently;

- 15.6.5 **Insufficient Use** – where, in Forma's opinion only; you fail to update your Forma Software on a sufficiently frequent basis;
- 15.6.6 **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;
- 15.6.7 **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
- 15.6.8 **Failure to make payments** – where you repeatedly and deliberately fail to make tax payments that we have prescribed.

15.7 Consequences of Termination

- 15.7.1 On termination of the Contract for any reason:
 1. The Client shall immediately pay to Forma all of Forma's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Forma shall submit an invoice, which shall be payable by the Client immediately on receipt;
 2. 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
 3. Clauses which expressly or by implication survive termination shall continue in full force and effect.
- 15.7.2 Termination will result in the closure of your Forma Account and disengagement as your Agents. In such cases we will issue a disengagement letter to ensure our respective responsibilities are clear.
- 15.7.3 Following the cancellation of your account, Forma will have no further responsibility in relation to the preparation or filing of your Limited company accounts, RTI filings or any other return. As a Director 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.
- 15.7.4 If you require the preparation of your Company's Year End accounts prior to leaving Forma 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.
- 15.7.5 Any data you have in your Forma Software would need to be exported prior to closure.
- 15.7.6 Suspension of your Forma 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.
- 15.7.7 Forma cannot be held liable for any fines incurred resulting from this, and all our obligations under these Terms of Services are suspended.
- 15.7.8 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 a Forma 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 Forma 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 Forma account will be closed. You can export all the data in your Forma 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 Forma.

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

16. Force Majeure

16.1 For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of Forma including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of Forma 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.

16.2 Forma 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.

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

We will not be liable if events beyond our control (e.g. strikes, transport or utility failures, floods and civil unrest) mean we are unable to deliver our service.

17. General

17.1 **Assignment and other dealings:** Forma 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.

- 17.1.1 The Client shall not, without the prior written consent of Forma, 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.
- 17.1.2 You hereby agree that Forma Accounting Ltd, 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.

17.2 Internal Disputes and Complaints. If the Client is a Private Limited Company and we become aware of a dispute between parties who are 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.

- 17.2.1 Forma 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 email us at support@goforma.com.

17.3 Notices

- 17.3.1 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.
- 17.3.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address recorded on your Forma 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.
- 17.3.3 You agree that Forma may send you notices via email, regular mail or alerts within the Services.
- 17.3.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

17.4 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.

17.5 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.

17.6 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.

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

17.8 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 Forma, which is not set out in the Contract.

17.9 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 Forma.

17.10 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.

17.11 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).

18. Terms of Use for the Business Centre

The House Rules, which are incorporated into these terms and conditions, are primarily in place and enforced to ensure that all clients have a professional environment to work in.

18.1. Use of the business centre: We are to provide the services at the designated centre described in this Agreement during normal operating hours Monday to Friday (8:30 a.m. to 6:00 p.m.) unless otherwise arranged. We shall provide use of meeting rooms subject to availability and upon reservation only. Access to the designated centre is only guaranteed after valid payment for the service is made. We shall also provide business and administrative

support services on demand (to the extent available). Use of these services may be subject to additional fees.

18.1.1 You must only use the accommodation for office purposes and for only the business stated in your agreement or subsequently agreed in writing with us. You must not carry on any business that competes with our business of providing serviced office accommodation or those services provided by Forma as a whole.

18.1.2 The whole of the business centre remains our property and in our possession and control. The Client accepts that it shall occupy the business centre as a licensee and that this licence agreement creates no tenancy interest, leasehold or other real property interest in the Customer's favour with respect to the business centre.

18.2. Virtual Office products are not cumulative, nor can they be transferred in any way, and cannot be carried over to future months or used for conference rooms.

18.3. Taking care of our property: You must take good care of all parts of the business centre, its equipment, fittings and furnishings that they use. You must not alter any part of it. You are liable for any damage caused by you or those in the business centre with your permission or at your invitation, whether express or implied, including but not limited to all employees, contractors, agents or other persons present at the business. You must not install any furniture or office equipment, cabling, IT or telecom connections without our consent, which we may refuse at our absolute discretion.

18.4. You will not leave open any corridor doors, exit doors or door connecting corridors during or after business hours. All corridors, halls, elevators and stairways shall not be obstructed by you or used for any purpose other than egress and ingress. You can only use public areas with our consent and those areas must always be kept neat and attractive. Any keys or entry cards, which we let you use remain our property at all times. You must not make any copies of them or allow anyone else to use them without our prior consent. Any loss must be reported to us immediately and you must pay the cost of replacement keys or cards and / or changing locks, if required. If you are permitted to use the business centre outside normal working hours it is your responsibility to lock the doors to your accommodation and to the business centre when you leave.

18.5. The Client may not use our name, or the specific brand name of the designated business centre in any way in connection with your business without Forma's prior written consent.

18.6. Your employees and guests shall conduct themselves in a business-like manner; proper business attire shall always be worn; the noise level will be kept to a level so as not to interfere with or disturb other Customers. You will abide by our directives regarding security, keys, parking and other such matters common to all occupants.

18.7. The Client must not conduct business in the business centre's hallways and reception areas without our prior written consent.

18.8. The Client shall not bring animals into the building other than certified assistance animals, which are being used solely for the purpose of such certification.

18.9. Canvassing: Customers may only solicit other customers for business or any other purpose through centre approved channels (e.g. through noticeboards and networking events held at the centre).

18.10. Customers may only solicit other customers for business or any other purpose through centre approved channels (e.g. notice-boards, networking events...).

18.11. All property belonging to you or any of your employees, agents or invitees shall be at the risk of such person only and we shall not be liable for damages thereto or for theft or misappropriation thereof. It is your responsibility to arrange insurance for your own property and for your own liability to your employees and to third parties. If the Client leaves any of its own property in the business centre, we may dispose of it at the Client's cost in any way we choose without owing the Client any responsibility for it.

18.12. Smoking shall be prohibited in all public areas, including conference and training rooms and directly outside the centre's main entrance. No smoking shall be permitted at any time in any area of the business centre (including open offices).

18.13. You and your officers, directors, employees, shareholders, partners, agents, representatives, contractors, customers, or invitees shall be prohibited from participating in any type of harassing, discriminatory or abusive behaviour to our team members, other customers or invitees, verbal or physical in the business centre for any reason. Any breach of this rule is a material breach of your agreement (not capable of remedy) and your agreement may be terminated immediately, and services will be suspended without further notice.

18.14. Audio Visual: If playing audio visual content at the Business Centre (whether through their own or the Provider's equipment), it is the responsibility of The Customer to obtain any relevant third-party licences and/or pay any third-party fees.

18.15. You must comply with all the relevant laws and regulations in the conduct of your business at the business centre. You must do nothing illegal. In order to ensure that all Centre users have a safe and secure working environment, you, your employees and visitors must comply with all health and safety requirements set out by us, by law and as are otherwise applicable to the Centre. Therefore, in the event that you expect to have multiple/numerous visitors, depending on the specific circumstances, we may require you take an additional office or meeting room space at current rates to accommodate those visitors or those visitors may be refused access to the centre. So please discuss any high-volume visitor requirements you may have with your centre team in advance.

18.16. All the pay-as-you-use services are subject to the availability of our Centre staff at the time of any service request. We will endeavour to deal with a service request at the earliest opportunity and provide the additional service you require but will not be held responsible for any delay.

18.17. If in our opinion, we decide that a request for any pay-as-you-use service is excessive, we reserve the right to charge an additional fee at our usual published rates based on the time taken to complete the service. This will be discussed and agreed between you and us at the time you make such request. We will endeavour to deal with a service request at the earliest opportunity, but will not be held responsible for any delay.

18.18. Mail: You release us from any liability arising out of or incurred in connection with any mail or packages received or sent on your behalf.

18.18.1 Mail acceptance policy: In the event of a client receiving post, we will not accept any items exceeding 4.5 kg (10 lbs.) in weight, 46 cm (18") in any dimension, 0.03 cubic meters (1 cubic foot) in volume or if it contains any dangerous, live or perishable goods and shall be entitled in its absolute discretion to return any uncollected items or refuse to accept any quantity of items it considers unreasonable or unlawful. Items of larger size will only be accepted upon mutual prior agreement. We do not guarantee or assume responsibility for any of the services hereunder. Note: We may charge an

administrative fee if we feel that there is excessive volume of mail received and processed by our team on your behalf.

18.18.2 We hold no liability over loss or damage of delivered goods.

18.20. Office services: We will be happy to discuss special arrangements for the use of the facilities outside our normal opening hours. There may be an additional charge for such special arrangements. This can be discussed at the time of arrangement.

18.21. A Virtual Office Customer may be accompanied by a small number of visitors/guests when they would like to visit the Coffee area on the third floor of our location. There is no charge for guests, who may access and use Internet services free of charge. If we feel that the amount of guest(s) is being abused or exceeds the capacity of the coffee area, you may be asked to book a meeting room at the preferred rate.

18.22. Data protection: We request that you provide, as and when requested by us, documentation and personnel information as we may reasonably require to enable the provision of the services. Such personal data will be used by us in accordance with the law. To the extent that we (i) process your personal data, and (ii) the General Data Protection Regulations ("GDPR") apply to such processing, then Article 28 of the GDPR shall be deemed to be incorporated into the agreement, and we shall charge a reasonable fee if you make a request in relation to the same.

18.23. Cross default: You agree that, if you are in default under a service agreement with us at a different business centre ("different location agreement") to the one specified in this agreement, that we may recover any unpaid sums due under a different location agreement from you under this agreement and that we may, in particular (but not limited to), withhold services under this agreement or deduct sums from the retainer held under this agreement in respect of such unpaid sums.

18.24. Company name change: If there is a need to change the name of your company, requests must be made through your online account. Please note that you can request to receive up to one previous invoice regenerated with your new company name. This invoice can only be generated for the last invoice period before the date the change was made. There may be additional documentation required before the name change can take effect.

25. Subordination: This agreement is subordinate to our lease with our landlord and to any other agreements to which our lease with the landlord is subordinate.

18.26. Our building address may be used as a registered company address whilst there is an active service agreement in place. It is your responsibility to update their company registration details when the agreement ends. Failure to do so within ten working days of the agreement end date will result in a penalty of £2,000 which we will charge to you.

18.27. Any fixed, recurring services requested by you are billed in advance. All services will renew automatically at the prevailing market rate. If the service is cancelled, any service already invoiced will remain payable (no credit will be raised).

18.28. Monthly rolling: Your Agreement lasts for the period stated in it and will then automatically be extended with a notice period for successive periods equal to the current term until brought to an end by you or by us, so that we can manage our services effectively and to ensure seamless continuity of those services. The notice period varies by contract as follows:

- Limited Company Accounting – No minimum term, 3 months' notice
- Sole Trader Accounting – No minimum term, 3 months' notice
- Virtual Office – No minimum term, 2 months' notice

- Company Formation – Minimum term of 18 months with 3 months' notice thereafter
- Receptionist - No minimum term, 2 months' notice

18.29. Pay-as-you-use and additional variable services: Fees for pay-as-you-use services, plus applicable taxes, in accordance with our published rates which may change from time to time, are billed in arrears.

18.30. Annual indexation: For all agreements with a term greater than 12 months, the indexation applied of the All Items Retail Prices Index will be substituted by CPI or 4% whichever is the greater

18.31. Late payment and penalty: All invoices are due upon receipt. Late fee dates will vary based on the type of service/invoice that is provided. At any time, If the Customer does not pay fees when due, a service fee of £25 plus 5% penalty will be charged on all overdue balances under £500. For balances equal to or greater than £500 a fee of £50 plus 5% penalty will apply. If the Customer disputes any part of an invoice The Customer must pay the amount not in dispute by the due date or be subject to late fees. We reserve the right to withhold services whilst there are any outstanding fees and interest or you are in breach of your agreement. Unless specifically provided for in this agreement, any fees paid are non-refundable.

18.32. Insufficient funds: You will pay a fee of £35 or the maximum amount permitted by law for checks returned due to declined credit cards or insufficient funds from direct debit payments.

18.33. Main line answering: The 'main line answering service' for any of the Office and Virtual Office products is not intended for main sales lines, large marketing campaigns, call centres and/or main customer support lines. We reserve the right to charge an additional fee of £1per call, should your business exceed 80 calls a month.

18.34. Call charges: Charges will not be applied for call transfers to your voicemail but will be applied when transferring a call to a nominated number. Call charges are based on local telecom rates and vary dependent on destination to local, national and international numbers.

18.35. Force Majeure We shall have no liability to you under this agreement if it is prevented from, or delayed in, performing its obligations under this agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, disease or quarantine restrictions compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, storm or default of suppliers or subcontractors. Our obligation to perform its obligations shall be suspended during the period required to remove such force majeure event. We shall notify you as soon as reasonably possible of the force majeure event and propose a suitable alternative accommodation (if any) in the same business centre or in another available business centre.

18.36. In the unlikely event that we are not able to provide the services and accommodation at the business centre stated in your Agreement We will have no liability to you for any loss or damage. We will try to find suitable alternative accommodation for you at another business centre, if possible. If this is not possible, you may end the Agreement and you will only have to pay standard fees up to the date it ends and for the additional services you may have used.

18.37. We may elect to cancel an agreement. If so, We will inform You by email, or Your online account, following the same notice periods specified above.

18.38. Ending an agreement immediately: We may put an end to an agreement immediately by giving You notice if (a) You become insolvent or bankrupt; or (b) You breach one of your obligations which cannot be put right, or which We have given You notice to put right and which You have failed to put right within 14 days of that notice; or (c) Your conduct, or that of someone at the Centre with Your permission or invitation, is incompatible with ordinary office use and, (i) that conduct continues despite You having been given notice, or (ii) that conduct is material enough (in Our reasonable opinion) to warrant immediate termination; or (d) You are in breach of the “Compliance With Law” clause below. If We put an end to an agreement for any of the reasons referred to in this clause it does not put an end to any of Your financial obligations, including, without limitation, for the remainder of the period for which Your agreement would have lasted if We had not terminated it.