

Rules of Engagement

1. Conduct of Work

- 1.1 We are bound by the ethical guidelines of the Institute of Certified Bookkeepers, as are those employed or contracted to Tulip Accounting to their respective accounting bodies, and accept instructions to act for you on the basis that we will act in accordance with those ethical guidelines. We will conduct our work to generally accepted professional standards. The work will be overseen by suitably qualified or experienced personnel.

2. Client Service

- 2.1 Our objective is to provide you with a high quality service to meet your needs. If at any time you would like to discuss with us how our service to you could be improved, or if you are in any way dissatisfied with the service you are receiving, please let us know by contacting Sarah Tulip.
- 2.2 We undertake to look into any matter carefully and to do all we can to resolve the matter to your satisfaction.

3. General Undertakings and Confidentiality

- 3.1 We undertake to carry out the engagement with reasonable care and skill.
- 3.2 We will not disclose any confidential information concerning your business to third parties (except for other professional advisers whom we may consult in relation to our work and save to the extent that the information is in the public domain) without your prior written consent unless otherwise required by law, a court of competent jurisdiction, HM Revenue & Customs or other government or regulatory authority.
- 3.3 All information and advice, written or oral, of whatever nature, made available by us to you is for your sole use and shall not be disclosed or made available to any third party (save to the extent that the same is in the public domain otherwise than by breach of this clause) without our prior written consent unless otherwise required by law, a court of competent jurisdiction, HM Revenue & Customs or other government or regulatory authority.
- 3.4 The working papers prepared in conjunction with our services are the property of our firm, constitute confidential information and will be retained by us in accordance with our firm's policies and procedures.
- 3.5 Nothing in this Engagement Agreement precludes us or any employee of our firm from taking such steps as are necessary in order to comply with the professional or ethical rules of any relevant professional body of which an employee of our firm is, at the time, a member.

4. Fees and Expenses

- 4.1 Our fees are calculated either on an agreed monthly billing rate for specified services or on the basis of time spent on your affairs by the principals and our staff and on the levels of skill and responsibility involved. The time based fees agreed by the Company are summarised at the end of these Rules of Engagement.
- 4.2 Our fees will be billed monthly or at such other intervals as we see fit and are due for payment within 14 days of date of invoice. In accordance with the provisions of the late payment legislation we reserve the right to charge interest at base rate plus 8% on balances which exceed our payment terms.
- 4.3 Fees relating to any additional services or advice provided will be in addition to the fees for bookkeeping services and will be agreed separately.
- 4.4 Travelling, subsistence, accommodation, and any other expenses properly incurred while engaged on your business, whether at your premises or elsewhere, will be charged on.
- 4.5 By acceptance of the Engagement Agreement of which these Rules of Engagement form part, the Company undertakes to be responsible for our fees and expenses in respect of the Company.

5. Electronic Communications

- 5.1 We may correspond, convey documentation and generally communicate with you electronically (unless you expressly request otherwise on specific matters) and receive such communications from you. We may also, with your agreement, use electronic means of communications to send and receive information requests and confirmations to and from designated third parties in connection with services to you.
- 5.2 You and we understand and acknowledge that the electronic transmission of information by e-mail on the Internet or otherwise has inherent risks and that such communications may become lost, delayed, intercepted, corrupted or be otherwise altered, rendered incomplete or fail to be delivered. We shall use our reasonable endeavours to ensure that electronic communications that we send are free from viruses and any other material which may cause inconvenience or harm to any other computer system and you undertake to do likewise with any electronic communications you may send to us. However because the electronic transmission of information cannot be guaranteed to be secure or error-free and its confidentiality may be vulnerable to access by unauthorised third parties, neither you nor we shall have any responsibility or liability to each other on any basis other than your or our bad faith or wilful default in respect of any error to you or your other advisers, or to us by you or your other advisers (or your, their or our reliance on such information) or electronic communications entered into with your agreement with designated third parties in connection with services to you.
- 5.3 For your convenience documents may be made available to you in electronic as well as hard copy format. Multiple copies and versions of documents may therefore exist in different media. In the case of any discrepancy the signed hard copy (where provided) should be regarded as definitive.

6. Entire Agreement

6.1 These Rules of Engagement and constitute the entire understanding between us and the persons who are or become bound by it in relation to is subject matter and together supersede all previous discussions and drafts. No change in their terms will be effective unless our agreement to those changes is recorded in writing. No-one is authorised by Tulip Accounting to make representation or reach an agreement in relation to our services under this engagement which is inconsistent with or varies or adds to the Rules of Engagement as agreed and evidenced in writing between us.

6.2 Any provisions of this Engagement Agreement which by their nature extend beyond the expiry, completion or termination of the arrangements set out in this Engagement Agreement shall survive such expiration, completion or termination.

7. Our Employees

7.1 It is agreed that, having regard to our interest in limiting the personal liability and exposure to litigation of employees, no addressee of the Engagement Agreement of which these Rules of Engagement form part will bring any claim in respect of any damage against any of our employees.

8. Employment of Each Other's Staff

8.1 To protect continuity on the engagement neither party shall for the duration of the Contract solicit for employment or for a contract for services or otherwise or employ or engage any person directly engaged by the other party in connection with the engagement, except with the prior written consent of the other party. This will remain in force for a period of two years following any termination by either party.

9. Invalidity

9.1 If any provision of this Engagement Agreement is held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall, to that extent, be deemed not to form part of this Engagement Agreement but the legality and enforceability of the remainder of this Engagement Agreement shall not be affected.

10. Limits of Liability

10.1 Tulip Accounting shall not, in any circumstances be liable to the Company, whether in contract tort or otherwise, for consequential or indirect loss or damage howsoever arising and of whatsoever nature including (without limitation) loss of profit, loss of contracts, loss of operation time, loss of use of any equipment or process or any other form of loss whatsoever (whether or not similar to some or any of the foregoing) suffered or incurred directly or indirectly by the Company.

11. Applicable Law

11.1 These Rules of Engagement and the Engagement Agreement to which they relate shall be governed by, and construed in accordance with, English law. The Courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the Engagement Agreement and Rules of Engagement and any matter arising from them. Each party irrevocably waives any right it may have to object to an action being brought in those Courts, to claim that the action has been brought in an inconvenient forum, or to claim that those Courts do not have jurisdiction.

12. Force Majeure

12.1 Neither party shall be liable for any delays in performance or failure to perform any of its obligations hereunder (other than an obligation to make payments) where such delay or failure arises due to reasons beyond its reasonable control.

13. Data Protection

13.1 Tulip Accounting have implemented IT systems to securely store client data. This is accessible using secure networks by authorised staff with relevant access codes and/or passwords. Tulip Accounting will make all efforts to maintain this security. Nevertheless, it may be possible whether by way of a sustained security threat or other event that such security measures prove unable to prevent unauthorised access to such data. Unless Tulip Accounting are shown to be negligent, Tulip Accounting cannot be held liable for any consequences of such unauthorised access beyond its control. The client agrees and accepts that data transfer and storage is not limited to within the boundaries of the EU, and that Tulip Accounting back-up systems include cloud-based systems with servers worldwide.

14. Anti-Virus Software

14.1 Tulip Accounting requires that the Company use up-to-date anti-virus software from a reliable source (eg. Norton, Sophos, MacAfee) on their systems to prevent possible infection of their systems by third party viruses. The Company will (if requested) provide evidence to confirm that they have such software on their systems.

15. Confidentiality

15.1 Tulip Accounting will not disclose that they act for the Company without the express consent of the Company.

15.2 If Tulip Accounting appoint solicitors or counsel to enforce any rights arising out of or relating to this Engagement Agreement, it shall be entitled to recover such reasonable solicitor's or counsel's fees as may be deemed proper by a competent court.

15.3 If any term or provision in the Engagement Agreement is held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Engagement Agreement but the validity and enforceability of the remainder of this Engagement Agreement shall not be affected.

16. Termination

16.1 Either party shall be entitled to terminate this Engagement Agreement forthwith by notice in writing in the following circumstances: -

- a) If the other party shall be adjudged insolvent or bankrupt or shall make an assignment for the benefit of its creditors generally or have a receiver appointed for it or any of its property or assets or shall have a petition presented or a resolution passed for its winding up other than for the purpose of amalgamation or reconstruction or if a notice is issued convening a meeting for the purpose of passing any such resolution, or
- b) If the other party commits or allows to be committed any material breach of the terms of this Engagement Agreement including but without limitation any failure to pay any sum payable under this Engagement Agreement on the due date and fails to remedy such breach within a reasonable period, but not less than 28 days after receipt of notice in writing given by the first party requiring the breach to be remedied, or
- c) If the other party commits or allows to be committed any material breach of the terms of this Engagement Agreement where such breach is incapable of remedy.

SUMMARY OF TIME BASED BILLING

Bookkeeper's time, including the preparation of standard VAT returns	£39.00 per hour
Management accounts, year-end work, Manager's time	£55.00 per hour
Systems set-up, training, Director's time	£80.00 per hour