

TERMS OF BUSINESS

1. Important

All business will be conducted and orders are accepted to the Terms of Business set out below.

2. Interpretation

In these Terms:

‘The Company’ means Bookkeeping Made Easy Limited.

‘The Customer’ means the party to whom the services are supplied

‘Contract’ means any quotation of the Company and any order accepted by the Company and these Terms

3. Terms

These Terms apply to all orders placed by the Customer with the Company.

4. Quotations

All quotations given by us are valid for a period of 30 days only from the date of such quotation (verbal or written). If the Customers’ order instructions differ from the specification understood when the quotation was given, the Company reserves the right to alter the price and/or terms of any quotations previously given.

5. Orders

Verbal Instructions are accepted on the understanding that the Company cannot be held responsible for mistakes arising therefrom.

The company may subcontract any service it agrees to perform for the Customer but will remain responsible for delivery and quality of services supplied.

6. Cancellation and Amendments

The Customer may by written request to the Company cancel or stop any and all plans, schedules or work-in-progress and the Company shall take all reasonable steps to comply provided that the Company can do so within its contractual obligations.

In the event of any cancellation by the Customer the Company shall be entitled to recover from the Customer any external or internal charges or expenses incurred on the Customer’s behalf and to which the Company is committed and the Company’s fees covering any work already carried out on behalf of the Customer or 10% of the contract value whichever is the greater.

The Customer may request amendments to the original specification and the Company will endeavour to comply with the Customer’s request. In these circumstances the Company reserves the right to adjust the price quoted to reflect the amendments.

7. Accounts and Payment

Approved credit accounts are subject to settlement in full within thirty days of date of the invoice. In all other cases full payment is required with order unless otherwise agreed in writing by the Company.

New accounts are opened subject to such criteria as the Company may from time to time determine.

The Company reserves the right to charge interest at from time to time for any late settlement of accounts.

8. Guarantee of Company’s Liability

The Company warrants that the Services will correspond with their Specification at the time of delivery.

9. Non-Solicitation

The Customer agrees and undertakes to the Company that at no time during or within one year of termination of the Company’s appointment to solicit or offer employment to any of the employees of the Company with whom the customer has dealt with.

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10. Prices

The contract price will be held firm for a period of one year subject to any change in government legislation. After a period of one year the contract will be reviewed and the Customer will be notified of any suggested increase for their agreement.

11. Entire Agreement

The Contract constitutes the entire agreement between the Company and the Customer. No variations of or additions shall be of any legal effect and no employee or agent of the Company is authorised to make any representation binding upon the Company unless such variation or addition is made in writing and signed by the Director of the Company.

12. Other Important Terms

- i. We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
- ii. You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.
- iii. The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- iv. If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- v. No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

13. Force Majeure

The Company shall not be liable for any failure to perform the Contract due or principally due to any circumstances beyond its control but not limited to inability to secure labour, materials, supplies or transport, fire storm, flood, war, civil disturbance, strikes and industrial action in whatsoever form.

14. Termination

The Agreement may be terminated forthwith by written notice from either party if (i) the other commits any material breach of any terms of the Agreement and, if capable of remedy, shall have failed to remedy it within 30 days of receipt of a written request from the other party so to do, (such notice to details the breach and to contain a warning of such party's intention to terminate); or (ii) the other becomes insolvent or bankrupt or is otherwise unable to pay its debts as the fall due. A period of one month's notice must be provided by either party to the other should they wish to terminate the contract unless agreement is reached to cancel sooner.

15. Governing Law

These Terms and Conditions and any questions, disputes or other matters relating to them shall be governed by and determined in accordance with the laws of England.