



Terms and Conditions of Engagement

1. Introduction

- 1.1 1st Online Limited (“1st Online”, “us”, “we” and “our”) are a company registered in England under company number 08206542 and our registered office is 1st Online House, Bow Court, Coventry, CV5 6SP.
- 1.2 These terms and conditions of engagement (“terms”) apply to you, our client (“client”, “you” and “your”). The Terms apply whenever you use any of our services whether on a trial basis or on a monthly or advance subscription service.
- 1.3 In these Terms the following Definitions Apply:

1st Online Software	is the proprietary software licenced by 1st Online in order to provide our services.
Business Day	any day other than a Saturday, Sunday or official Public Holiday.
Commencement Date	has the meaning set out in clause 2.3.
Contract	the contract between you and us in accordance with these Terms.
Fees	the charges payable by the client for our services as published from time-to-time in the 1st Online Guide to Services.

Intellectual Property Rights

patents, rights to inventions, copyright and related rights, trademarks, business names and domain names, 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.

Party	includes its personal representatives, successors or permitted assigns. No rights or benefits are conferred on any third party under the Contracts (Rights of Third Parties) Act 1999.
Person	includes a natural person or a body incorporated or unincorporated whether or not having a separate legal entity and the singular applies to the plural where the context so requires it.
Service or Services	the packaged client service propositions contained in the 1st Online Guide to Services as shown on our website from time-to-time.
Statute	any law or statutory provision as amended or re-enacted which also includes any subordinate legislation as amended or re-enacted.
Special Terms	any services that differ from the services contained in the 1st Online Guide to Services as published and updated from time-to-time which are effectively incorporated into the contract and shall be binding on you in accordance with the 1st Online Guide to Services.
Terms	these terms and conditions of engagement.
Written	also means in writing and includes emails and facsimiles.



2. Contract

- 2.1 Your submission for a 1st Online Service via our website constitutes an offer by you to purchase the Services in accordance with these Terms.
- 2.2 Your submission will only be deemed accepted by us when we issue a written acceptance to you.
- 2.3 The Contract shall come into existence (Commencement Date) at the time that we issue written acceptance.
- 2.4 We reserve the right to decline your submission for Services.
- 2.5 If you have engaged any previous or other professional advisers we will need to gain professional clearance and capture your historic records which we will do immediately following the Commencement Date.
- 2.6 Our Services allow for private limited company with a maximum of two directors a maximum of two shareholders and up to four employees.
- 2.7 These Terms apply to the Contract to the exclusion of all other terms whether implied or not.
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3. Services

- 3.1 We will provide Services in accordance with these Terms.
- 3.2 We have the right to make changes to the Services and we will notify you within 30 working days of any such change.
- 3.3 We warrant that we will provide Services with due care and attention.
- 3.4 For each full accounting year that you subscribe to our Services we will provide you, if requested, with the following:-
- 3.5 For all clients engaging Bookkeeping Services as detailed in the 1st Online Guide to Services we will provide you, if requested, with the following:-
 - a. Access to online accounting software for bookkeeping purposes.
 - b. Access to Support via our direct dial facilities or support@1stonline.net
- 3.6 For all clients engaging Payroll and VAT Services as detailed in the 1st Online Guide to Services we will provide you, if requested, with the following:-
 - a. Access to online payroll.
 - b. Registration for PAYE and RTI (first year only).
 - c. Preparation of P11ds.
 - d. Deal with routine correspondence on PAYE with HMRC (This does not include any enquiry).
 - e. Registration of the company for VAT (first year only).
 - f. Deal with routine correspondence on VAT with HMRC (This does not include any inspection/enquiry)
- 3.7 For all clients engaging in our Annual Accounts Services as detailed in the 1st Online Guide to Services we will provide you, if requested, with the following:-
 - a. Preparation of full statutory and abbreviated accounts for online submission after approval by you to Companies House.
 - b. Completion of corporation tax returns and on approval by you, filing online at HMRC.
 - c. Production of an annual minute of directors approving any dividends paid by the company.
 - d. Filing of Company's Annual Return (additional Companies House Fee Applies).
 - e. Online notifications to Companies House re changes of address and officers of the company in accordance with the 1st Online Guide to Services.



You will be responsible for:

- a. All RTI submissions.
- b. Completing your bookkeeping and record keeping on a monthly basis.
- c. Reconciling your company books and records, including bank reconciliations, on a monthly basis.
- d. The upkeep of the company' books and records. You will therefore be responsible for all late filing penalties, surcharges and interest.
- e. For preparing the financial statements in accordance with the Companies Act 2006.
- f. Reviewing your contracts for the application of IR35. If requested we will recommend the services of a specialist in this area. However, you will be responsible for any and all taxes related to IR35.
- g. Retaining 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 when initially submitted to us. If not requested we will retain your documents on our document management system. Documents and records relevant to your tax affairs are required by law to be retained by individuals and companies for 6 years from the end of the accounting period. Whilst certain documents may legally belong to you, we may destroy correspondence and other papers that we store, electronically or otherwise. You must inform us if you require the return or retention of any specific documents for a longer period.

4. Advice

- 4.1 Our Services allows for the provision of general accountancy guidance only and is restricted to the company.
- 4.2 We are not authorised by the Financial Conduct Authority to conduct Investment Business. If you require investment business services, we will refer you to our sister company, 1st Financial Consultants Limited which is authorised and regulated by the FCA.
- 4.3 Only advice given in writing may be relied upon. Therefore any verbal advice on which you wish to rely should be requested in writing.

5. Access and Security

- 5.1 You will not be able to use the 1st Online Software and use the Services without a username, password and memorable word. This can be changed at any time.
- 5.2 You are ultimately responsible for administering and safeguarding any passwords and memorable words. Please keep any password issued to you secure. If you choose to give another party access to the 1st Online Software you do so at your own risk and you shall remain liable with these terms.

6. Applicable law

- 6.1 Our Terms are governed by, and should be construed in accordance with English law. Each party agrees that the courts of England will have exclusive jurisdiction in relation to any claim, dispute or difference concerning these Terms and Conditions of Engagement and any matter arising from it on any basis. Each party irrevocably waives any right to object to any action being brought in those Courts, to claim that the action has been brought in an inappropriate forum, or to claim that those Courts do not have jurisdiction.
- 6.2 As with other professional services firms, we are required to identify our clients for the purposes of the UK anti-money laundering legislation. We may request from you, and retain, such information and documentation as we require for these purposes and/or make searches of appropriate databases.



7. Confidentiality

- 7.1 Communication between us is confidential and we shall take all reasonable steps to keep confidential your information except where we are required to disclose it by law, by regulatory bodies, by our insurers or as part of an external peer review. Unless we are authorised by you to disclose information on your behalf this undertaking will apply during and after this engagement.
- 7.2 We may, on occasions, subcontract work on your affairs to other tax or accounting professionals. The subcontractors will be bound by our client confidentiality terms.

8. Conflicts of interest

- 8.1 We will inform you if we become aware of any conflict of interest in our relationship with you or in our relationship with you and another client unless we are unable to do so because of our confidentiality obligations. We have safeguards that can be implemented to protect the interests of different clients if a conflict arises. Where conflicts are identified which cannot be managed in a way that protects your interests then we regret that we will be unable to provide further Services.
- 8.2 If there is a conflict of interest that is capable of being addressed successfully by the adoption of suitable safeguards to protect your interests then we will adopt those safeguards. We reserve the right to provide Services for other clients whose interests are not the same as yours or are adverse to yours subject of course to the obligations of confidentiality referred to above.

9. Data protection

- 9.1 We confirm that we will comply with the provisions of the Data Protection Act 1998 when processing personal data about you and your family. In order to carry out the Services and for related purposes such as updating and enhancing our client records, analysis for management purposes and statutory returns, legal and regulatory compliance and crime prevention we may obtain, process, use and disclose personal data about you. Use of your data will also include anti money laundering checks. We like to keep you informed of our products, services and important legislative information, and we use your data to enable us to make you aware of them. If you do not want us to do this you must contact us in writing to decline these Terms. Your data and records will be kept for a minimum of six years in compliance with our legal responsibilities. For the purposes of the Data Protection Act 1998, the Data Controller in relation to personal data supplied about you is our Finance Director.
- 9.2 We may also pass your data on to our auditors, professional advisers, trade bodies and associated companies. We may recommend talking to one of our associated companies and we may ask them to approach you with regards to their products and services. If you do not want us to do this you must contact us in writing to decline these Terms. We may transfer your data outside the European Economic Area. If we do so, we will take appropriate steps to ensure the same level of protection for your personal data as would be available in the EEA. Where we believe the provision of data is necessary, we will pass your information to hirers, recruitment businesses, and other supply chain intermediaries to assist such parties in complying with their Real Time Information and other statutory reporting requirements. If you do not want us to do this please contact us.

10. Help us to give you the right service

- 10.1 If at any time you would like to discuss with us how our service to you could be improved, or if you are dissatisfied with the service you are receiving, please let us know, by emailing support@1stonline.net or by writing to or phoning "The Finance Director, 1st Online Ltd, 1st Online House, Bow Court, Coventry, CV5 6SP."



10.2 Should you need to make a formal complaint, please let us know by emailing support@1stonline.net with the subject line – Complaint, or by writing to “The Finance Director, 1st Online Limited, 1st Online House, Bow Court, Coventry, CV5 6SP.” We undertake to look into any complaint carefully and promptly and to do all we can to explain the position to you. If you feel that we have given you a less than satisfactory service, we undertake to do everything reasonable to address your concerns. If you are still not satisfied, you may take up matters with Institute of Chartered accountants in England and Wales.

11. Implementation

11.1 We will only assist with implementation of our advice if specifically instructed and agreed in writing.

12. Intellectual property rights

12.1 We will retain all Intellectual Property Rights unless the law specifically provides otherwise.

13. Limitation of third party rights

13.1 The advice and information we provide to you as part of our service is for your sole use and not for any third party to whom you may communicate it. We accept no responsibility to third parties, including any group company to whom the Terms and Conditions of Engagement is not addressed, for any advice, information, or material produced as part of our work for you which you make available to them.

14. Termination

14.1 In the event of termination of the Contract, we will endeavour to agree with you the arrangements for the completion of work in progress at that time, unless we are required for legal or regulatory reasons to cease work immediately. In that event, we shall not be required to carry out further work and shall not be responsible or liable for any consequences arising from termination.

15. Professional rules and statutory obligations

15.1 We will observe and act in accordance with the bye-laws, regulations, and code of ethics of the Institute of Chartered Accountants in England and Wales and will accept instructions to act for you on this basis. We will not be liable for any loss, damage or cost arising from our compliance with statutory or regulatory obligations. You can see copies of these requirements at our offices. The requirements are also available on the internet at: www.icaew.com/en/members/regulations-standards-and-guidance.

16. Quality control

16.1 As part of our on-going commitment to providing a quality service, our files are periodically reviewed by an independent regulatory or quality control body. These reviewers are highly experienced and professional people and, of course, are bound by the same rules for confidentiality as our directors and staff.

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