

Terms and Conditions.

Terms of reference: you are "the client"

- The client must advise Freestyle Accounting of a current email address and undertake to visit that email address or their area on the web portal on a regular basis to deal with any request from Freestyle Accounting. The client undertakes to inform Freestyle Accounting of any change to their email address or their home address within 5 working days.
- It is the client's responsibility to ensure that all invoices are raised correctly and delivered as specified by their agency or client.
- The client must enter all expenses on their area of the Freestyle Accounting web portal. It is the client's responsibility to verify that all expenses claimed are legitimate business expenses.
- Expense claims where appropriate must be supported by an original valid VAT receipt which should be submitted to Freestyle Accounting. If original receipts need to be submitted to the end client to support client billable expenses Freestyle Accounting will accept scanned, faxed or photocopied versions.
- The client is responsible for updating their portal area when invoiced funds are received and for ensuring that correct amounts are allocated to the appropriate invoices.
- The Freestyle Portal will advise the client of the available dividend to draw based on the information the client enters into the portal. Freestyle will not be responsible for any liability arising from incorrect information supplied by the client.
- Access to our systems is available only whilst remaining a fee paying client of the Freestyle Contractor service. Freestyle reserves the right to remove access to our systems and withhold other services where fees are outstanding.
- The Freestyle Accounting fee includes unlimited IR35 status reviews only whilst you remain a fee paying client of the Freestyle Contractor service.
- The IR35 status reviews will be provided by Abbey Tax for the client and it is the client's responsibility to request the reviews from Abbey Tax. Freestyle Accounting is not privy to the outcome of the findings of Abbey Tax.
- Freestyle Accounting will provide Professional Indemnity Insurance to a value of £2 million. This insurance primarily covers IT contractors and other selected professions. If the client is not an IT contractor the client must obtain written confirmation from Freestyle Accounting that the client is covered under the Freestyle policy. If the client does not obtain this confirmation, the client agrees that they are not covered by the policy.
- The client is only covered by Freestyle Accounting's PII policy whilst they remain a full fee paying client of Freestyle Accounting and are only accepted on the basis that they have not been the subject of, nor have any pending PII claim. The client must also undertake to complete an annual claims declaration; failure to do so will mean that the client is not covered by the policy.
- By completing the company formation details the client is authorising Freestyle to carry out online checks for the purposes of Money Laundering, form their limited company and to arrange a business account for their limited company with Cater Allen or HSBC unless the client has notified us that they either will be arranging their own account, or already have a business bank account.
- Fees will be charged from the start of the first complete calendar month *after* the client joins the Freestyle Contractor service unless the client resigns from Freestyle in that month and Freestyle have undertaken work for the client such as company formation, bank account application, etc, in which case a fee for the first month will be due. Any IR35 reviews which may have been requested from Abbey Tax in this period will be charged for at £175+v at each. The client agrees that they are liable for any Freestyle fees that remain unpaid by the client's company.
- If the client joins Freestyle with an existing limited company and the bookkeeping has not been completed by an accountant, Freestyle reserves the right to levy a fee to bring the bookkeeping up to date. The client will be informed of any fee prior to the work being undertaken.
- The client may request that Freestyle apply for a company bank account with Cater Allen Private Bank. Freestyle has an arrangement with Cater Allen whereby Cater Allen will waive their usual monthly bank charges and their requirement to maintain a 5,000 balance in the account. In line with all other Cater Allen introducers, Freestyle receives commission on the average balance held in the account each quarter at the rate of 0.25%. If a client maintains an average balance in their account of 5,000 pa, Freestyle would receive 12.50 pa, paid quarterly. The client agrees by signing this letter of engagement that Freestyle can retain this commission. Due to the size of the commission received, Freestyle will not be advising clients of the amounts received, unless the client emails Freestyle requesting details.
- The client may request that Freestyle refer them to an IFA for mortgage or investment advice. In line with most IFA introducers, Freestyle may receive commission for this introduction. Freestyle will write to each client advising them of the amount, once the commission has been received. The client agrees by signing this letter of engagement that Freestyle can retain this commission.
- It is a condition of joining Freestyle that the client sets up and maintains a direct debit mandate in favour of Freestyle Accounting and pays all fees by this method whilst a client of Freestyle Accounting. Any cheque that is sent to Freestyle in settlement of fees will be returned to the client. The cancellation of a direct debit mandate may lead to the immediate cessation of all services.
- In the event of the client's resignation from Freestyle Accounting, one month's notice will generally be required and fees will therefore be charged up to the end of the month following that in which Freestyle receives the client's written resignation.
- At the end of the month in which the client resigns or leaves Freestyle, Freestyle will cease to act as the registered office of the client's limited company and will not deal with any correspondence received. Freestyle will change the registered office to the last personal address held for the client. Please note, if the client address is in Scotland, it will not be possible for Freestyle to do this on the client's behalf and the client will be responsible for arranging this. If this is not done within a reasonable time frame then any correspondence will be returned to the sender.
- It is the client's responsibility to notify Freestyle Accounting of any periods where the client is out of contract. If the client is out of contract for more than 2 months at any one time, Freestyle Accounting may consider a concession to the monthly fee if it is felt that a reduction is warranted. Each case will be considered on its individual merit.

- The client is responsible for their own commercial decisions and risks. Freestyle provides accountancy and tax advice only. We do not provide legal or contractual advice.
- The client is responsible for reading the expenses guide, in particular the section on the "24 month" or "2 year rule" and appreciating the impact this has on the ability to claim for mileage, travel, subsistence and accommodation. It is the client's responsibility to notify Freestyle when they believe that they have, or will, exceed this period.
- Freestyle Accounting shall not be liable for any interest or penalties incurred by the client or the client's limited company which arise from the failure of the Director to deal with any requests from

Freestyle Accounting or any Government department in a timely manner.

- If an existing client recommends Freestyle to a friend or colleague, to qualify for the referral fee of £200, the referred client(s) must retain full fee paying status with Freestyle for a minimum of 3 months and meet with our standard criteria.