

Terms and Conditions

These terms and conditions are the contract between you and Orpheus Accounting Limited, company number 08914104 and trading as My Tax Advisor ('we', 'our', or 'us').

Our address is Unit 18 Keynote Studios, 58-72 Dalmain Road, London SE23 1AT.

The following terms apply to you as a customer or prospective customer and so far as the context allows to you as a visitor to our Website. They prevail over any terms proposed by you.

1. Definitions

'Anti Money Laundering Legislation' means the Proceeds of Crime Act 2002, the Terrorism Act 2000 and the Money Laundering Regulations 2007.

'Consultation' means a meeting by telephone or by video call between you and us during which we provide our Service.

'Content' means the text and images that are encountered as part of your experience visiting our Website.

'Intellectual Property' means intellectual property owned by me, of every sort, including Content, whether or not registered or registrable in any country, including intellectual property of all kinds coming into existence after today, together with all rights which are derived from those rights.

'Service' means our tax advisory service, provided verbally during a Consultation. It does not include writing to you to confirm information given during a Consultation.

'our Website' means any website or service designed for electronic access that is owned or operated by us.

2. Interpretation

In this agreement unless the context otherwise requires:

- 2.1. A reference to a person includes a human individual, a corporate entity and any organisation which is managed or controlled as a unit.

- 2.2. A reference to a person includes reference to that person's successors, legal representatives, permitted assigns and any person to whom rights and obligations are transferred or passed as a result of a merger, division, reconstruction or other re-organisation involving that person.
- 2.3. In the context of permission, 'may not' in connection with an action of yours, means 'must not'.
- 2.4. The headings to the paragraphs in this agreement are inserted for convenience only and do not affect the interpretation.
- 2.5. Any agreement by either party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing.
- 2.6. A reference to an act or regulation includes new law of substantially the same intent as the act or regulation referred to.

3. Basis of Contract

- 3.1. In entering into this contract you have not relied on any representation or information from any source except the definition and explanation of our Service given on our Website.
- 3.2. Should these terms conflict with any other information we provide on our Website or elsewhere, these terms prevail.
- 3.3. Subject to these terms and conditions, we agree to provide our Service at the prices we display on our website at the time you book a Consultation.
- 3.4. You acknowledge that you understand the nature of our Service and you are satisfied that our Service is suitable and satisfactory for your requirements.
- 3.5. The contract between us comes into existence only when: we confirm in writing to you the date and time for your Consultation; and you have agreed to these terms and conditions. Your payment does not create a contract. If we decline to provide our Service we shall immediately return your payment to you.
- 3.6. If we provide you with free access to our Service or a feature of our Service for which we would usually charge and that Service or feature is usually subject to additional contractual terms, you now agree that you will abide by those terms.

- 3.7. Our contract with you ends immediately after the Consultation, regardless of the duration of the Consultation. Any additional Consultation we provide is on the basis of a new contract under the terms displayed on our Website at the time when we accept your offer.
- 3.8. If at any time we offer to provide you with further information or supporting materials, such work is not performed as part of the contract. Accordingly, in respect of this contract, we are under no obligation to you for any work we do or do not carry out nor the timeframe in which it is delivered.
- 3.9. Your continued use of our Service after that shall be deemed acceptance by you of the terms at that date.
- 3.10. We may change this agreement and how we provide our Service at any time.
 - 3.10.1 Before your Consultation you should re-read these terms. If you do not accept any changes that have been made since the time and date you booked your Consultation, we will refund the money you have paid for our Service since the date of the change.
 - 3.10.2 At the agreed start time and date for your Consultation we deem you to have accepted the changed terms.

4. Provision of our Service

- 4.1. Our Service is ordered through our Website. A Consultation is delivered by telephone or by third party online video calling services.
- 4.2. If, in our sole opinion, we believe that we are unable to provide you with our Service to a standard that would be reasonably expected, we may decline to provide our Service to you. If so, we shall inform you immediately. As examples, we may decline to provide you with our Service if: your matter requires significant research, or is too complicated to answer within the suggested time periods offered by us; or if our Service is unsuitable because you are likely to require ongoing tax advice.
- 4.3. If we decline to provide our Service to you, we still may be able to help you, either by providing an alternative service on different terms or by referring you to one of the tax and accountancy firms with whom we partner.

- 4.4. We aim to provide our Service to you at a time and date that is convenient and timely for you. However, you acknowledge that a Consultant with appropriate expertise in the subject area in which you seek advice may not be available at all times.

5. Price

- 5.1. The prices payable for our Service are set out on our Website.
- 5.2. Prices are inclusive of any applicable value added tax or other sales tax.

6. Payment

- 6.1. Payment may be made by debit or credit card through an online payment service provider.
- 6.2. Until we receive payment we will not confirm the time and date of your Consultation.
- 6.3. We take care to make our Website safe for you to use. Payments are not processed through pages controlled by us. We use one or more online payment service providers who will encrypt your card or bank account details in a secure environment.

7. Cancellation

- 7.1. If we accept to provide our Service to you and you are a consumer (an individual acting for purposes which are wholly or mainly outside your trade, business, craft or profession) then the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the 'Regulations') apply:
 - 7.1.1 The Regulations give you the right to cancel your contract for our Service within 14 days after we accept and receive a full refund.
 - 7.1.2 If you wish to use our Service before the 14 day cancellation period has ended, the Regulations allow you to instruct us to provide our Service sooner, provided that you acknowledge

that you are aware that by instructing us, you forfeit your right to the cancellation period.

7.1.3 If you make a booking for a Consultation to take place within 14 days of our acceptance to provide our Service to you, you acknowledge that you are aware of your rights as a consumer in respect of the 14 day cancellation period and that you agree that you forfeit those rights by instructing us to start preparatory work for your Consultation.

7.2. Whether you are a consumer or in business:

7.2.1 You may cancel a Consultation at any time before it takes place, for any reason and with immediate effect by sending notice to us by telephone or by email. We reserve the right to check the validity of any request to cancel.

7.2.2 In the event of a cancellation by you within 7 days of a Consultation, we shall refund your payment to you less an administration fee of 10% of the price of the Consultation.

7.2.3 In the event of a cancellation by you within 12 hours of a Consultation, we shall refund your payment to you less an administration fee of 50% of the price of the Consultation.

7.2.4 We may cancel a Consultation at any time, for any reason, with immediate effect by sending you notice to that effect by post or email.

7.2.5 In the event of cancellation by us, we may offer you an alternative time and date for the Consultation or, if you prefer, we will within seven days refund to you the balance of your payment for the Consultation.

7.2.6 There shall be no re-imbusement or credit if our Service or a Consultation is terminated due to your violation of the terms of this agreement.

7.2.7 We retain the right, at our sole discretion, to terminate any and all parts of our Service provided to you, without refunding to you any fees paid if we decide in our absolute discretion that you have failed to comply with any of the terms of this agreement.

8. Nonattendance of a Consultation by you

- 8.1. If for any reason, you do not attend a Consultation that you have not cancelled, we shall keep the Consultation open and accessible to you for the duration of time for which you have paid.
- 8.2. After the Consultation finishes, whether or not you have attended, you agree that we shall have provided our Service in full.

9. Interruption to our Service

- 9.1. If it is necessary for us to interrupt our Service, we will give you reasonable notice where this is possible and when we judge the down time is such as to justify telling you.
- 9.2. You acknowledge that our Service may also be interrupted for many reasons beyond our control, including but not limited to our or your access to telephone or Internet services and the third-party services that we use to deliver our Service.
- 9.3. If for any reason we are unable to hold a satisfactory conversation as a result of a fault with our software, hardware or any third-party service we use to deliver our Service, we shall cancel the Consultation and offer you the option to re-book at another time and date.
- 9.4. If for any reason we are unable to hold a satisfactory conversation as a result of a fault with your software, hardware or any third-party service you use, we shall attempt to telephone you and complete the Consultation by telephone as best as we can. We may, at our complete discretion, offer you the option to re-book at another time and date.
- 9.5. You agree that we are not liable to you for any loss, foreseeable or not, arising from any interruption to our Service.

10. Intellectual Property

You agree that at all times you will:

- 10.1. not do anything which does or might reduce the value of our Intellectual Property or challenge our ownership of it; and
- 10.2. notify us of any suspected infringement of our Intellectual Property;

Without our express permission you agree:

- 10.3. so far as concerns Content made accessible by us to you, not to:
 - 10.3.1 copy or replicate it for use by any other person in any way not intended by us;
 - 10.3.2 make any change to it or any part of it;
 - 10.3.3 publish or store it on any website or cloud storage service, or otherwise allow any other person access to it;
 - 10.3.4 send it to, distribute it to, or share it with any other person;
 - 10.3.5 use it in any way in which it is not intended to be used; and
- 10.4. not to use our Intellectual Property except directly in our interest.

11. Complete and accurate information

- 11.1. We agree to provide our Service with reasonable care and skill. However, we can only do so if we have complete and accurate information.
- 11.2. Before any Consultation you agree to disclose completely and accurately to us all information relating to any matter on which you require advice at that Consultation.
- 11.3. You accept that the information you disclose to us will be assumed to be complete and accurate and that we will provide our Service solely on the basis of that information provided by you.
- 11.4. You agree that we will not be responsible for any losses, penalties, surcharges, interest or additional tax liabilities arising from the supply by you or others of incorrect or incomplete information, or your or others' failure to supply any appropriate information or your failure to act on our advice or respond promptly to communications from us or the tax authorities.

12. Disclaimers and limitation of liability

- 12.1. This paragraph applies so far as the applicable law allows.

- 12.2. All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction an implied condition, warrant or term cannot be excluded, then this sub paragraph shall be deemed to be reduced in effect, only to the extent necessary to release that specific condition, warranty or term.
- 12.3. Our Website and our Service are provided 'as is'. We make no representation or warranty that they will be: useful to you; of satisfactory quality; fit for a particular purpose; or available or accessible, without interruption, or without error.
- 12.4. We disclaim any obligation or liability to you arising directly or indirectly from information you take from our Website.
- 12.5. We make no representation or warranty and accept no responsibility in law for:
 - 12.5.1 the accuracy of any Content or the impression or effect it gives;
 - 12.5.2 delivery of Content, material or any message;
 - 12.5.3 the privacy of any transmission; and
 - 12.5.4 failure or malfunction of computer hardware or software or technical equipment or any system connected directly or indirectly to your use of our Service.
- 12.6. We will not be liable for any loss suffered by you or by any third party as a result of our compliance with our requirement to comply with any law, including Anti Money Laundering Legislation.
- 12.7. If we provide you with documents or files before, after or during a Consultation, we provide them within the context of advice given as part of our Service to you. They should not be relied on as accurate or complete unless we explicitly tell you otherwise, nor should anyone else rely on them as such. For example, we may provide such documents or files as simplified examples or illustrations to help you understand a particular complex concept.
- 12.8. Except in the case of death or personal injury, our total liability under this agreement, however it arises, shall not exceed the sum of £100,000. This applies whether your case is based on contract, tort or any other basis in law and whether the loss directly or indirectly arises from work we have carried out.
- 12.9. We shall not be liable to you for any loss or expense which is: an indirect or consequential loss; or an economic loss or other loss of

turnover, profits, business or goodwill even if such loss was reasonably foreseeable or we knew you might incur it.

- 12.10. This paragraph (and any other paragraph which excludes or restricts our liability) applies to our directors, officers, employees, subcontractors, agents and affiliated companies (who may enforce this provision under the Contracts (Rights of Third Parties) Act 1999, as well as to us.

13. Indemnities

- 13.1. You agree to indemnify us against all costs, claims and expenses arising directly or indirectly from:

13.1.1 your failure to comply with the law of any country;

13.1.2 your breach of this agreement;

13.1.3 any act, neglect or default by any agent, employee, licensee or customer of yours;

13.1.4 a contractual claim arising from your use of our Service; and

13.1.5 a breach of the intellectual property rights of any person.

- 13.2. You agree that for the purpose of this paragraph the cost of our management and technical time is properly recoverable and can reasonably be valued at £280 per hour without further proof.

14. Ethical guidelines

- 14.1. We observe the ethical guidelines of the Association of Accounting Technicians and accept instructions to act for you on the basis that we will act in accordance with those guidelines.

- 14.2. A copy of these guidelines will be supplied to you on request.

15. Our obligations under Anti Money Laundering Legislation

- 15.1. All accountants must comply with onerous duties imposed by Anti Money Laundering Legislation, which is intended to inhibit the activities

of terrorists and other criminals by denying them access to technical expertise. If we fail to perform these duties, we risk imprisonment.

- 15.2. Before we provide our Service, we may need to obtain 'satisfactory evidence' to confirm your identity. In certain circumstances, we may need to obtain evidence confirming the identities of third parties, the source of any funds or other property, the purpose of any instructions or any other matter. We may also need to obtain such evidence after we have begun to act on your instructions. Usually, it is sufficient for you to show us clearly your passport or driving licence at the start of a Consultation.
- 15.3. We assume that our clients are honest and law abiding. However, if at any time, there appear to be grounds to suspect (even if we do not actually suspect) that your instructions relate to 'criminal property', we are obliged to make a report to the National Crime Agency ('NCA'), but we are prohibited from telling you that we have done so.
- 15.4. In such circumstances, we must not act on your instructions without consent from NCA. If NCA do not refuse consent within 7 working days we may continue to act. If NCA issue a refusal within that time, we must not act for a further 31 days from the date of the refusal.
- 15.5. 'Criminal property' is property in any legal form, whether money, real property, rights or any benefit derived from criminal activity. It does not matter who carried out the criminal activity or how removed the property is from the original crime. Even if you are honest in your dealings, if your property represents a benefit from someone else's crime, we must still make a report.
- 15.6. Activity is considered 'criminal' if it is a crime under UK law, no matter how trivial. For example, tax evasion is a criminal offence but an honest mistake is not. We will assume that all discrepancies are mistakes unless there is contrary evidence.

16. Third parties

- 16.1. We provide our Service to you or your business alone. You agree not to communicate the substance of our advice, nor to distribute, show, or transmit work we have performed for you or recordings of work to any other party without our prior consent.
- 16.2. No third party shall acquire any rights pursuant to our agreement to provide professional services.

17. Miscellaneous matters

- 17.1. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 17.2. The rights and obligations of the parties set out in this agreement shall pass to any permitted successor in title.
- 17.3. If you are in breach of any term of this agreement, we may terminate this agreement; refuse to provide our Service to you; or issue a claim in court.
- 17.4. Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.
- 17.5. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 17.6. Any communication to be served on either party by the other shall be delivered by hand, sent by a recorded delivery postal service or by email. It shall be deemed to have been delivered: on the day of delivery if delivered by hand, or within 72 hours of posting if delivered by recorded post, or when an email message confirming receipt is sent if sent by email.
- 17.7. In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.
- 17.8. This agreement does not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise, except that any provision in this agreement which excludes or restricts the liability of our directors, officers, employees, subcontractors, agents and affiliated companies, may be enforced under that Act.
- 17.9. Neither party shall be liable for any failure or delay in performance of this agreement which is caused by circumstances beyond its reasonable control.

17.10. The validity, construction and performance of this agreement shall be governed by the laws of England and Wales and you agree that any dispute arising from it shall be litigated only in England or Wales.

18. Customer service

18.1. We are committed to providing a high standard of customer service. If you have any ideas as to how our service to you could be improved, or if you are dissatisfied with the service you are receiving, please let us know.

18.2. In the event that you have a complaint, we will look into this carefully and promptly and do all we can to explain the position to you or address your concerns. If you are still not satisfied you may of course make a complaint to the Association of Accounting Technicians.