

Terms of Business

These Terms of Business form part of the agreement between striveX Ltd (the "Firm", "we", "us" or "our") and the person or entity engaging us (the "Client", "you" or "your").

They should be read together with the Engagement Letter, accepted Proposal, applicable Service Schedules and Privacy Notice.

1. Definitions and Interpretation

For the purposes of these Terms:

Client means the person, company, partnership, trust, organisation or other entity engaging the Firm.

Firm means striveX Ltd.

Proposal means a proposal issued and accepted through Strively or otherwise agreed in writing.

Services means the services identified in the accepted Proposal and described in the applicable Service Schedules.

References to legislation include amendments, replacements and subordinate legislation in force from time to time.

If there is an inconsistency between the documents forming our agreement, the following order of precedence will apply unless expressly agreed otherwise:

1. any specific written variation agreed between us;
2. the Proposal;
3. the applicable Service Schedule;
4. the Engagement Letter;
5. these Terms of Business.

The Privacy Notice applies to the processing of personal data and does not override the contractual provisions above.

2. Professional Standards

We will provide our services with reasonable skill and care and in accordance with applicable law, professional standards and ethical requirements.

Where applicable, we are regulated or supervised by ACCA and will comply with its relevant requirements.

Nothing in our agreement requires us to act contrary to applicable law, regulation, professional standards or ethical obligations.

3. Client Responsibilities and Information Provided

You are responsible for:

- maintaining adequate accounting and other records as required by law;
- safeguarding your assets;
- maintaining appropriate systems and controls;
- preventing and detecting fraud;
- complying with your legal and regulatory obligations;
- providing us with complete, accurate and timely information and explanations;
- informing us promptly of material changes relevant to the Services;
- reviewing documents and information submitted to you for approval; and
- retaining original and supporting records where required.

Unless otherwise agreed, we are entitled to rely upon information and explanations supplied by you or on your behalf and are not required to independently verify their accuracy or completeness.

You must notify us promptly if information previously supplied becomes inaccurate, incomplete or misleading.

We will not be responsible for loss, penalties, interest, additional tax, costs or other consequences to the extent they arise from inaccurate, incomplete, misleading or late information supplied by you or on your behalf.

4. Scope of Services

Our Services are limited to those identified in the accepted Proposal and applicable Service Schedules.

We are not responsible for matters falling outside the agreed scope unless separately agreed in writing.

Unless expressly included within a Service Schedule, our Services do not include monitoring changes in your circumstances or advising upon events after completion of a particular assignment.

Where circumstances arise that require additional work, we may agree a revised scope and additional fee with you.

5. Fees and Additional Work

Our fees are calculated on the basis of the time spent on your affairs, the level of skill and responsibility involved, and the complexity of the work undertaken. Any fee estimates provided are based on the information available at the time and may be subject to revision where circumstances change or additional work is required. Unless otherwise agreed, fees will be charged separately for each category of work.

All fees are stated exclusive of VAT and any disbursements, which will be added where applicable.

Recurring services (such as payroll and VAT returns) will be invoiced at the start of the relevant service period. Monthly payroll services for example will be billed on the first day of the working month.

One-off and annual services, including the preparation of accounts and tax returns, will normally be invoiced at draft stage or completion.

Where work is requested that falls outside the scope of this engagement, additional fees will be charged. Where practicable, we will agree such fees in advance; however, this may not always be possible for ad hoc queries or ongoing correspondence.

From time to time, you may request additional or ad hoc services that fall outside the original scope of this engagement. Unless otherwise agreed, such work will be undertaken on the basis of these existing terms of business, and a separate engagement letter may not be issued. Any such work will be subject to additional fee.



Fees are payable within 14 days of the invoice date unless otherwise agreed in writing. Payment will normally be collected by direct debit via our payment provider. Where payment is not successfully collected, you remain responsible for settling the invoice in full.

For invoices exceeding £5,000, we may require payment by bank transfer rather than direct debit.

We utilise GoCardless for our payment collection method. Your contract for services is with us and you are liable to pay our fees in accordance with our contract, including paying any fees for notice periods. In circumstances where GoCardless provide you with a refund or do not take the monthly fees owed by you, you will be responsible for payment of our fees including any fees for late payments.

We reserve the right to charge interest and compensation on overdue invoices in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. In addition, we reserve the right to suspend our services and/or withhold the release of any work or documents until all outstanding fees have been settled.

If invoices are not subject to payment by direct debit or standing orders, our terms for such invoices are strictly 14 days net.

We will exercise our statutory right to claim interest (at 8% over the bank of England base rate) and compensation for debt recovery costs under the late payment legislation if we are not paid according to our agreed contractual terms.

Any queries regarding an invoice should be raised promptly and, in any event, within 7 days of the invoice date. In the absence of such notification, you are deemed to have accepted the invoice and it is payable in full accordance with our normal terms.

Where we are engaged by a company, the company is responsible for payment of our fees. We may, at our discretion, request a personal guarantee from directors or other parties in respect of those fees. Any such guarantee will be subject to a separate agreement.

Where accounting records are provided more than six months after the company year end, or self-assessment records are provided after 31st October each year, an additional fee of £250 plus VAT will apply. This fee reflects the additional pressure placed on our team and the disruption to our workflow caused by receiving records

outside of the ideal timeframe. Where applicable, this fee will be included on the invoice issued for the work to which the late submission relates.

6. Payment Terms

Invoices are payable within 14 days of issue unless otherwise agreed in the Proposal or in writing.

Where recurring fees are collected by Direct Debit or another agreed payment method, you must maintain a valid payment method and ensure sufficient funds are available.

Failure or cancellation of a payment instruction does not affect your obligation to pay amounts properly due.

Where invoices remain unpaid, we may, subject to our legal and professional obligations:

- suspend or defer Services;
- decline to undertake further work;
- terminate the engagement; and
- take reasonable steps to recover the outstanding amount.

Where applicable, interest and recovery costs may be charged in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 or any other applicable contractual or statutory entitlement.

7. Fee Reviews

Our fees are subject to periodic review, typically on an annual basis, to reflect changes in inflation, legislation, and the complexity of the services provided. Where work is undertaken after such a review, the revised fee rates may apply. If requested, we will provide an updated estimate before commencing work.

We have a transparent pricing matrix that is reviewed in April for inflation and changes in the Government's budget. This means that the fee quoted may be different to the fee raised if the work is started after the April review. The fee is also dependent on the size and complexity of the work. If when preparing the work circumstances have changed, the most relevant price will be used from the matrix. To

avoid any concerns please don't hesitate to ask for a quote when providing records so we may re-quote before starting any work.

8. Client Deadlines and Late Information

You must provide information and explanations by any deadlines specified in the applicable Service Schedule or otherwise reasonably notified to you.

We will use reasonable endeavours to meet applicable filing and submission deadlines provided that complete and accurate information is supplied sufficiently in advance.

Where information is supplied late, is incomplete or requires significant clarification:

- we may be unable to complete the work before a statutory deadline;
- additional fees may arise;
- expedited processing fees may apply; and
- submissions may be delayed.

You remain responsible for applicable statutory filing and payment obligations.

We will not be responsible for penalties, surcharges, interest, additional tax or other costs to the extent they arise from your failure to provide complete and accurate information within the required timeframe.

9. Anti-Money Laundering and Regulatory Checks

We are required to comply with applicable anti-money laundering, counter-terrorist financing, sanctions and related legislation and regulation.

You agree to provide information and documentation reasonably required to enable us to meet those obligations, which may include information concerning:

- identity;
- beneficial ownership and control;
- politically exposed person status;
- sanctions;
- source of funds; and

- source of wealth.

We may undertake electronic verification and ongoing monitoring.

We may decline to commence work, suspend Services or cease acting where required information cannot be obtained or where continuing to act would conflict with our legal, regulatory or professional obligations.

We may be required to make reports or disclosures to competent authorities. In some circumstances, the law may prohibit us from informing you that a report or disclosure has been made.

We will not be responsible for delay or loss arising from actions we are required to take in order to comply with applicable legal or regulatory obligations, except to the extent liability cannot lawfully be excluded.

10. Companies House Identity Verification

Where applicable, directors, Persons with Significant Control and other relevant individuals are responsible for satisfying Companies House identity verification requirements.

Where completion of identity verification is necessary before we can make a filing or provide a Service, we may be unable to proceed until the relevant requirements have been satisfied.

We will not be responsible for delays or consequences arising from a failure by a relevant person to complete required verification in sufficient time.

11. Confidentiality and Required Disclosures

We will keep information obtained in the course of our engagement confidential and will not disclose it except where:

- you authorise the disclosure;
- disclosure is necessary for the proper delivery of the Services;
- disclosure is required or permitted by law;
- disclosure is required by a regulator, professional body or supervisory authority;

- disclosure is made to our professional advisers, insurers or service providers subject to appropriate confidentiality obligations; or
- disclosure is reasonably necessary to establish, exercise or defend legal rights.

Our confidentiality obligations continue after the engagement ends.

12. Data Protection

We will process personal data in accordance with applicable data protection legislation.

Further information about how we collect, use, share, retain and protect personal data is contained in our Privacy Notice.

Where you provide personal data relating to another individual, you are responsible for ensuring that you are lawfully entitled to provide that information to us and, where appropriate, that the individual has been provided with relevant information concerning its processing.

13. Technology, Cloud Services and Artificial Intelligence

We may use technology in delivering the Services, including:

- cloud accounting and tax software;
- document management and storage systems;
- practice and workflow management systems;
- communication platforms;
- electronic verification and search services;
- automation tools; and
- artificial intelligence and machine-learning systems.

Some systems may be provided, hosted or operated by third parties.

We will take reasonable steps to select and use technology and service providers appropriate to the nature of the Services and information involved.

Where artificial intelligence or automated tools are used to assist our work, responsibility for professional judgement and final professional outputs remains with the Firm.

Our use of technology and processing of personal data through such systems will be subject to applicable law, our confidentiality obligations and our Privacy Notice.

If you require us not to use a particular technology or category of technology, you should inform us. We will consider whether the restriction can reasonably be accommodated and may revise the scope, timescale or fee where it materially affects how the Services can be delivered.

14. Employees, Contractors and Outsourcing

We may use employees, contractors, consultants, specialists and third-party service providers to assist in delivering the Services.

We remain responsible for the Services provided on our behalf to the extent required by applicable law and professional standards.

Where outsourcing involves the processing of personal data, such processing will be undertaken in accordance with applicable data protection requirements and our Privacy Notice.

15. Third-Party Reliance

Unless expressly agreed otherwise in writing, our Services and deliverables are provided solely for your benefit and for the purpose for which they were prepared.

No third party may rely upon our work without our prior written agreement.

We accept no duty of care or liability to any third party in respect of our work unless expressly agreed in writing or otherwise required by law.

16. Client Approvals

Where your approval is required, you are responsible for reviewing the relevant document or submission before approving it.

This may include:

- accounts;

- tax returns;
- VAT returns;
- payroll submissions;
- Companies House filings; and
- other returns or documents.

We may rely upon approvals received through Strively, a client portal, electronic signature, email or another agreed electronic method.

17. Tax Enquiries and Investigations

Unless expressly included within a Proposal or Service Schedule, our fees do not include work relating to:

- HMRC enquiries;
- compliance checks;
- investigations;
- discovery assessments;
- appeals;
- tribunal proceedings; or
- other disputes with a tax authority.

Such work will require separate agreement and may be subject to additional fees.

18. Limitation of Liability

Our total aggregate liability arising out of or in connection with the engagement shall not exceed:

£1,500,000

The limitation applies to the fullest extent permitted by law and subject to any requirements imposed by our professional body or regulator.

Nothing in our agreement excludes or limits liability for:

- fraud or fraudulent misrepresentation;
- death or personal injury caused by negligence; or
- any other liability that cannot lawfully be excluded or limited.

Any liability cap should be read in conjunction with the scope and circumstances of the particular engagement.

19. Complaints

If you are dissatisfied with our Services, please raise the matter initially with:

info@strivex.co.uk

We will investigate complaints in accordance with our complaints procedure, a copy of which is available upon request.

Where applicable, you may also have the right to refer a complaint to our professional body or another relevant authority.

20. Electronic Communications and Client Portals

We may communicate with you electronically, including by email, electronic signature platforms, Strively and client portals.

You acknowledge that electronic communications involve inherent risks and that no electronic communication system can be guaranteed to be completely secure or free from error or interception.

Where we provide access to a client portal or other secure system, you are responsible for:

- maintaining the confidentiality and security of your login credentials;
- restricting access to authorised individuals; and
- notifying us promptly of suspected unauthorised access or compromise.

We may reasonably treat communications and approvals originating from an authenticated account as authorised.

21. Cyber Security

We will maintain technical and organisational security measures that we consider appropriate having regard to the nature of our business, Services and information processed.

No system can be guaranteed to be completely secure or protected against every cyber threat.

You remain responsible for maintaining appropriate security over your own systems, accounts, devices and credentials.

Neither party will be responsible for losses caused by matters outside its reasonable control, subject always to liability that cannot lawfully be excluded.

22. Intellectual Property

Unless otherwise agreed in writing, intellectual property rights in our pre-existing methodologies, templates, systems, processes, workflows, training materials and know-how remain ours.

Subject to payment of the relevant fees, you may use deliverables prepared specifically for you for the purpose for which they were provided.

You may not commercially exploit, reproduce for third-party commercial use, distribute or license our proprietary materials except with our written permission or where permitted by law.

Nothing in this clause restricts your ownership or use of your own records, information or materials supplied to us.

23. Non-Solicitation

During the engagement and for 12 months following its termination, you agree not to directly solicit for employment or engagement any employee or contractor of the Firm who was materially involved in providing the Services, other than through a general recruitment campaign not specifically targeted at that person.

Where this provision is breached, the Firm may seek to recover its reasonably incurred losses and costs, subject to applicable law.

24. Termination

Either party may terminate this engagement by giving written notice to the other party. For ongoing or recurring services (such as bookkeeping), the engagement will continue on a rolling basis until terminated, with a minimum notice period of two months. For all other services, termination may take place at any time, subject to payment for work undertaken up to the date of termination.

We reserve the right to terminate the engagement immediately in certain circumstances, including (but not limited to) non-payment of fees, failure to provide required information, or where we are required to do so in order to comply with legal or regulatory obligations.

Upon termination, we shall be entitled to invoice for all work performed up to the date of termination, including any work in progress. All invoices rendered shall become immediately due and payable.

We reserve the right to retain any documents, records or work produced until all outstanding fees have been settled in full.

Following termination, and subject to settlement of all outstanding fees, we will provide reasonable assistance to facilitate the transfer of your affairs to another adviser, in accordance with our professional obligations.

Termination of this engagement shall not affect any rights or obligations which have accrued prior to termination, including any limitations on liability or confidentiality obligations, which shall continue to apply.

25. Documents, Records and Lien

You remain responsible for retaining original documents and records where required by law.

Subject to applicable law and professional requirements, we may retain documents belonging to you where we have a lawful right of lien in respect of outstanding fees.

Any lien will be exercised only to the extent permitted by law and applicable professional or regulatory requirements.

26. Successor Advisers

Following termination, we will provide reasonable professional cooperation to an appropriately appointed successor adviser in accordance with applicable legal and professional requirements.

We may:

- seek your authority before transferring information where required;
- exercise any lawful right of lien;
- charge a reasonable fee for substantial additional work requested as part of the handover where permitted; and
- retain copies of information where reasonably necessary for legal, regulatory, insurance or risk-management purposes.

27. File Retention

We may retain records electronically.

We will retain information for periods determined by applicable legal, regulatory, professional and legitimate business requirements.

Our treatment of personal data and relevant retention periods is described further in our Privacy Notice.

You remain responsible for retaining your original accounting, tax, corporate and other records for the periods required by law.

28. Force Majeure

Neither party will be liable for delay or failure to perform an obligation where caused by circumstances beyond its reasonable control, except in relation to obligations that cannot lawfully be excluded.

Such circumstances may include significant system or telecommunications failures, cyber incidents, natural disasters, government action, industrial action and utility failures.

The affected party should take reasonable steps to mitigate the effect of the circumstances.

29. Changes to Services and Terms

We may update our administrative procedures, systems or methods of delivering Services where this does not materially reduce the Services agreed with you.

Material changes to the scope of Services, fees or contractual terms will be notified or agreed as appropriate.

Changes required by law, regulation or professional standards may take effect as necessary to maintain compliance.

30. Entire Agreement

The following documents, together with subsequent written amendments agreed between us, constitute the agreement:

- the Proposal;
- the Engagement Letter;
- the applicable Service Schedules;
- these Terms of Business; and
- the Privacy Notice in relation to the processing of personal data.

The contractual documents supersede previous discussions or representations concerning the subject matter of the engagement, except where expressly incorporated into the agreement.

Nothing in this clause excludes liability for fraud or fraudulent misrepresentation.

31. Digital Acceptance and Electronic Signatures

Acceptance of a Proposal or engagement documentation through Strively, an electronic signature platform or another agreed electronic method may constitute legally binding acceptance.

Electronic signatures and electronic approvals may be relied upon to the extent permitted by law.

We may retain electronic records evidencing acceptance of the engagement.

32. Rights of Third Parties

Unless expressly stated otherwise, a person who is not a party to our agreement has no right to enforce any term of it under the Contracts (Rights of Third Parties) Act 1999.

33. Severability

If any provision of our agreement is found to be invalid, unlawful or unenforceable, that provision will, to the extent necessary, be treated as modified or severed without affecting the remaining provisions.

34. Waiver

A failure or delay by either party to exercise a contractual right does not constitute a waiver of that right.

35. Governing Law and Jurisdiction

Our agreement and any dispute or claim arising from it shall be governed by the laws of England and Wales.

The courts of England and Wales shall have exclusive jurisdiction, subject to any mandatory professional, regulatory or statutory dispute-resolution requirements that apply.

striveX Ltd

Registered office: striveX Ltd, Beacon House, Ibstone Road, Stokenchurch, High Wycombe, Buckinghamshire, HP14 3FE
Company number: 11053815