

# Boogles Bookkeeping Ltd

Web: [www.boogles.co.uk](http://www.boogles.co.uk) - Email: [admin@boogles.co.uk](mailto:admin@boogles.co.uk).

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## TERMS AND CONDITIONS OF BUSINESS

1. These Terms & Conditions of Business shall govern all assignments relating to Bookkeepers entered into by **BOOGLES BOOKKEEPING LTD** and its trading divisions hereinafter called "**THE SERVICE PROVIDER**" and a Client hereinafter called the "**CLIENT**" who hires a member of the service provider's workforce (hereinafter called "the Bookkeeper") who shall be any person introduced by the service provider to the Client for the purpose of carrying out any work.
2. The hire or use of a Bookkeeper shall be deemed to constitute acceptance of these Terms and conditions of Business.
3. The Client agrees to pay the service provider the hourly charge of the service provider as notified at the time of booking of the Bookkeeper for all hours or parts of any hour actually worked by the Bookkeeper. An overtime charge ("*Overtime*" meaning anything over 37.5 Hours per Client) will be charged at 1.5 times the hourly charge for any hours or part of any hour exceeding 7.5 hours per day from Sunday to Saturday inclusive and any hours worked on a Saturday shall be chargeable at the overtime charge rate of 1.5 times the hourly charge rate and any hours worked on any Sunday or Statutory and/or Bank Holidays shall be chargeable at double the hourly charge.
4. The service provider's charges invoiced to the Client are payable to the service provider not later than 28 days maximum for the date of the service provider invoice. The service provider reserves the right to charge interest on any invoices unpaid after such date at a rate equal to 4% above the HSBC base lending rate from time to time. Boogles Bookkeeping Ltd reserves the right to charge interest and a compensation fee under the Late Payments of Commercial Debts (Interest) Act 1988 and such charges along with any fees incurred by way of recovery of the outstanding invoice (including County Court Fees) will be payable by the Client from the due date of the invoice until the date of payment.
5. At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of one week or less) the Client shall sign the service provider's time sheet verifying the number of hours worked by the Bookkeeper during that week.
6. Signature of the time sheet by the Client is confirmation of the number of hours worked. If the Client is unable to sign a time sheet produced for authentication by the Bookkeeper because the Client disputes the hours claimed, the Client shall inform the service provider as soon as is reasonably practicable and shall co-operate fully and in a timely fashion with the service provider to enable the service provider to establish what hours, if any, were worked by the Bookkeeper. Failure to sign the time sheet does not absolve the Client's obligation to pay the charges in respect of the hours worked.
7. The Client shall not be entitled to decline to sign a timesheet on the basis that he is dissatisfied with the work performed by the Bookkeeper. In cases of unsuitable work the Client should apply the provisions of clause 14(f) below.
8. The service provider assumes responsibility for paying the Bookkeeper and where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Bookkeeper pursuant to sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003.
9. The **MINIMUM** charge a Client will be charged for a booking will be **THREE hours**. Therefore a Client who employs a Bookkeeper for 1 hours 25 minutes will be liable for a full 3 hours at the agreed hourly rate.

After 3 hours, the Client will be charged in 15 minute increments (e.g. 15/30/45 minutes) at the agreed hourly rate for any time that the Bookkeeper is engaged, within that hour. Further, if a Client agrees to engage a Bookkeeper and subsequently chooses to **cancel or amend** the engagement, then the Client is obliged to provide at least **48 HOURS notice** by telephone. If such notice is not provided the Company reserves the right to charge 2 Hours of the agreed hourly rate to cover the Bookkeepers time and travel costs.

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10. The Company reserves the right to charge an introduction fee.

a) In the event that ANY Bookkeeper of the Company with whom the Client has had personal dealings with and accepts an Engagement or any offer of work be it Temporary or Permanent with the Client (whether that offer is made during their assignment period or after the assignment period of the Bookkeeper agreement with the Company has ended) - there will be an introductory fee payable to the Company, as it is accepted by both parties, that it is the Company who introduced the Bookkeeper to the Client. The fee payable to The Company by the Client for an Introduction which results in an Engagement, or any offer of work, be it Temporary or Permanent, is the amount equal to 22% of the Remuneration applicable during the first 12 months of the Bookkeeper's Engagement - or in the alternative, at the hourly "charge out" rate that the Company would have charged to the Client for the Bookkeepers services (whichever is higher). VAT at the current rate will be charged on the fee if applicable. The Client shall be solely responsible for taking up any references, validation of qualifications, arranging medical examination and investigations of the Bookkeeper, his/her background and for obtaining any work or other necessary permits and shall be responsible for satisfying itself as to the suitability of the Bookkeeper prior to an engagement of that Bookkeeper.

b) The Client covenants and agrees that (i) during the Bookkeeper's engagement with the service provider, and (ii) for a period of Twelve (12) Months following termination of the Bookkeeper's contract, the Bookkeeper shall not, without the prior written consent of the service provider, directly or indirectly, whether for his/her own account or on behalf of any person, firm, corporation, partnership, association or other entity or enterprise, solicit, recruit, hire or cause to be hired any employees of the service provider or any of its affiliates, or any person who was an Employee/Contractor/Bookkeeper of the service provider during the Twelve (12) months preceding the Employee's/Contractor's/Bookkeeper's date of termination of contract, or solicit or encourage any Employee / Contractor/ Bookkeeper's of the service provider or any of its affiliates to leave the employment of the service provider or any of such affiliates, as applicable.

11. Whilst every effort is made by the service provider to give satisfaction to the Client by ensuring reasonable standards of skill, integrity and reliability from Bookkeepers and further provide them in accordance with booking details, no liability shall be attached to the service provider for:

a) Any loss, expense or damage caused directly or indirectly by any failure to provide any particular Bookkeeper for all or part of the period of the booking; or

b) Any loss, expense or damage caused directly or indirectly by any act of omission whether wilful or otherwise, or for negligence of any Bookkeeper during the period of the assignment including VAT, Inland Revenue, year end returns, Companies House documents etc., which are the responsibility of the Client; OR

c) Any loss, expense or damage caused directly or indirectly by any negligence or dishonest misconduct or lack of skill or any act of omission whether wilful or otherwise of a Bookkeeper.

12. Any of the Client, the service provider or the Bookkeeper may terminate an Assignment at any time without prior notice and without liability.

13. The Client undertakes to supervise Bookkeepers assigned to him/her sufficiently to ensure the Clients satisfaction with reasonable standards of workmanship.

14. a) Bookkeepers are engaged by the service provider under contracts for service and are deemed to be under the direction, supervision and control of the Client from the time the Bookkeeper first reports at the premises of the Client to take up duties and for the duration of the assignment and the Client undertakes liability for any loss, expense or damage caused directly or indirectly by any act of omission or error of a Bookkeeper whether wilful or negligent or otherwise, as if the Bookkeeper was an employee of the Client.

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The Client will also comply in all respects will all the statutes, including, for the avoidance of doubt, the Working Time Directive, by-laws, codes or practice and legal requirement to which the Client is ordinarily subject in respect of the Client's own staff. The Client further undertakes to comply with all statutes, statutory regulations, bylaws, legal requirements or legal duties to which the Client is or would be subject to in respect of his own employees, including in particular the provision of adequate Employer's and Public Liability insurance cover for the Bookkeeper during all assignments.

- b) The Client shall also advise the service provider of any special health and safety matters about which the service provider is required to inform the Bookkeeper. The Client will assist the service provider in complying with the service provider's duties under the Working Time Regulations by supplying any relevant information about the assignment requested by the service provider and the Client will not do anything to cause the service provider to be in breach of its obligations under these regulations. Where the Client requires or may require the services of a Bookkeeper for more than 48 hours in any week, the Client must notify the service provider of this requirement before the commencement of that week.
- c) The Client is liable for any injury, loss or damage cause to a Bookkeeper, howsoever caused, while under the direction and control of then Client, as aforesaid, as if the Client was the employer of the Bookkeeper.
- d) The Client shall indemnify and keep indemnified the service provider against any costs, claims or liabilities incurred by the service provider arising out of any assignment and/or a result of any breach of these Terms by the Client.
- e) The Client shall notify the service provider immediately and without delay and in any event within 24 hours if the Bookkeeper fails to attend work or notifies the Client that the Bookkeeper is unable to attend work for any reason.
- f) The service provider shall notify the Client immediately if it receives or otherwise obtains information, which gives it reasonable grounds to believe that a Bookkeeper supplied to the Client is unsuitable for the Assignment and shall terminate the Assignment.
- g) Once a Bookkeeper has been engaged by the Client and the Client is bound by these Terms of Business. Should The Client have reasonable grounds to believe that a Bookkeeper's work is unsuitable for the Assignment, the service provider will review the work performed by the Bookkeeper and make any necessary amendments/corrections at no additional cost to the Client. The service provider must be given the initial opportunity to rectify any matters disputed by the Client.

Should the Client wish to terminate the assignment, subsequent to this review, the Client can then engage an alternative service supplier. However, such engagement will be at the Client's own expense. Should the Client refuse to allow this matter to be resolved by the service provider, the service provider will be unable to accept any liability and will consider the Client's actions as a Breach of Contract.

- 15. These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.
- 16. These terms supersede any earlier terms of business we may have agreed with you and, in the absence of express agreement to the contrary shall apply to all subsequent services we provide to you.

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