

## Terms and Conditions forming part of this Agreement.

### 1. Period of Service

This Scheme shall start on the scheme commencement date ("The Commencement date") set out on the inside of this form and shall remain in force for the period shown subject to clause 3 below.

### 2. Payment Terms

- a) The Client shall pay the Charges set out on page 2 of this form and at the times specified. If any payment due to the Company remains outstanding for longer than 14 days after the due date, then the Company shall be entitled to terminate the Agreement forthwith. All future payments due under the Agreement shall then also become immediately payable. The Company shall be at liberty to charge interest on such sums outstanding at the rate of 4% above the Bank of England base rate.
- b) The Charges may be altered to reflect any change in the rate of Insurance Premium Tax and VAT.
- c) Charge out rates in force at the time of the claim, as per the policy schedule, shall apply throughout the lifetime of the claim.

### 3. Termination

- a) This Agreement may be terminated by the Company forthwith, in the event of the Client:
  - i) infringing copyright of the Company;
  - ii) committing a serious criminal offence or giving to the Company any false or misleading statement or making any negligent or fraudulent misrepresentation in relation to the Agreement;
  - iii) committing any act of bankruptcy, going into liquidation (whether voluntary or compulsory); or a receiver or manager or an administrative receiver being appointed, or an administration order being made in relation to it; or it making a voluntary arrangement for a composition in satisfaction of its debts or the arrangement of its affairs; or the ceasing or threatening to cease to carry on its business;
  - iv) being in breach of Payment terms.
- b) On such termination, Charges due to the Company (both those due at the date of termination and all future payments) shall immediately be payable. The Company shall be at liberty to charge interest on such sums outstanding at the rate of 4% per annum at the Bank of England base rate.

### 4. Force Majeure

The Company shall not be liable to the Client for any failure to provide the Scheme as a result of an event of force majeure which shall include (but not be limited to), Acts of God, war, strikes, lock-outs, civil commotion, mechanical or technical difficulties, or any other cause whatsoever beyond the Company's reasonable control.

### 5. General

- a) The Client shall inform the Company in writing of any change of address.
- b) Any notice given hereunder shall be deemed to have been duly served if sent by pre-paid first class post, addressed to the party served at its address given in this Agreement, or its last known place of address, and such notice shall be deemed to have been served at the expiration of 48 hours after the envelope containing the same shall have been put in the post.
- c) No other conditions or modification to this Agreement shall be binding on the Company, unless the Company agrees thereto in writing and the Company shall not be deemed to accept such other conditions or waive any condition herein contained by failing to object to any matters contained in any communication from the Client.
- d) The Client shall not be entitled to withhold the whole or any part of any payments due to the Company hereunder on account of any claim, right of set-off, counterclaim, equitable right dispute or potential dispute which it may have or which it considers it may have against the Company.
- e) This Agreement is personal to the Client and shall not, nor shall any rights under it, be assigned by the Client without the prior written consent of the Company.
- f) This Agreement contains the entire Agreement between the parties with regard to its subject matter save for fraudulent misrepresentation and supersedes all previous Agreements and understandings between the parties and the Client acknowledges that in entering into this Agreement it does not do so on the basis of any representation warranty or other provision save as expressly provided herein.
- g) The Company shall in no circumstances be liable to the Client for any economic or consequential or indirect loss or damage howsoever arising.
- h) If any provision of this Agreement is held by a Court or other competent authority to be void or unenforceable in whole or part the other provisions of this Agreement and the remainder of the affected provisions shall continue to be valid.
- i) The terms and conditions set out in the **Insurance Policy Wording** shall be deemed to be incorporated into this agreement and the client shall fully perform the obligations of and be bound by the terms of the policy.
- j) Where the numbers of clients declared to Croner-i under an all client scheme are increased by more than 5% due to merger, acquisition, or any other reason, the Client shall notify the Company immediately. Upon receipt of such notification the Company may vary the monthly charge set out in this order form.
- k) For an all client scheme Croner-i has the right to request a list of all clients included within the scheme.

### 6. Call Recording

The Company reserves the right to record and/or monitor telephone conversations.

### 7. Copyright

Copyright will vest in the Company as regards all reports, manuals, and all other information and material supplied to the Client whether in written or electronic form. Infringement of copyright by the Client shall entitle the Company to terminate the Agreement forthwith.

### 8. Company's Obligations

The Company shall exercise all reasonable care and skill in the provision of the Service to the Client.

### 9. Client's Obligations

The Client is responsible for their compliance with regard to any regulatory bodies and for compliance with regard to GDPR and Money Laundering regulations.

### 10. Limit of Liability

- a) The Company's entire liability (including any liability for the acts or omissions of its employees, agents and sub-contractors) and the Client's sole remedies, whether in contract, tort, misrepresentation or otherwise, shall be as set out in this clause.
- b) Nothing in this Agreement shall exclude liability for death or personal injury or the damage to property resulting from the negligence of the Company, its employees, agents and sub-contractors, for fraud or fraudulent misrepresentation or any matter which it would be illegal for the Company to exclude or attempt to exclude its liability.
- c) The Company shall not be liable for the following loss or damage, however caused, and even if foreseeable by the Company:
  - i) Economic loss, which term shall include loss of profits, loss of business, revenue, goodwill or anticipated savings.
  - ii) Special, indirect or consequential losses or damages.
  - iii) Loss arising from any claim made against the Client by a third party.
- d) General Tax and VAT Advice given orally is not intended to be relied upon unless confirmed in writing. Therefore, if we provide oral advice (for example, during the course of a meeting or a telephone conversation) and you wish to be able to rely on that advice, you must ask for the advice to be confirmed via the My VIP Tax Team service.
- e) The Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise with respect to any claim arising in respect of its acts or omissions under the agreement shall be limited to the total sums received by the Company pursuant to this Agreement at the date of the Claim relating to such acts or omissions or the sum of £100,000, whichever is the lesser.

### 11. Fair Usage Policy

You understand and acknowledge that our resources are not unlimited, and further agree that where in our reasonable opinion your usage of the Advice Line Service is excessive, based upon volumes, duration, or type, we will notify you of our opinion. Where your usage continues, in our opinion, to be excessive following that notification, then we reserve the right to limit access to the Advice Line Service to prioritise the Advice Line Service to other clients, and to increase your subscription fees (to reflect that excessive usage) for continued access to the Advice Line Service at any time during the Agreement.

### 12. Third Party Rights

This Agreement does not create any right enforceable by any person not a party to it, except a person who is the permitted successor to, or an agreed assignee of, the rights of a party of this Agreement.

### 13. Complaints

If you are not satisfied with any aspect of this Policy or our service, you should write to The Managing Director, Croner-i Limited, Croner House, Wheatfield Way, Hinckley, Leicestershire, LE10 1YG. Alternatively, you can contact us on 01455 639110. If you wish to put your complaint direct to the insurer, its address is Irwell Insurance Company Limited, Victoria Place, Manchester, M4 4FB. If your complaint is not resolved, you can refer it to the Financial Ombudsman Service. You can find more information on its website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

### 14. Jurisdiction

This Agreement shall be governed and construed in accordance with the laws of England, and the parties submit to the exclusive jurisdiction of the English Courts.