

1. Introduction

These terms of business set out the terms on which The Number Ninja ('we') are to act for you, our client ('you'), and should be read in conjunction with the engagement letter agreed between you and The Number Ninja (as amended and agreed from time to time) and the annexes thereto (as amended and agreed from time to time). These terms of business will remain in force unless and until they are replaced by updated terms. In the event of any conflict between these terms of business and the engagement letter, including the annexes thereto, the relevant provision in the engagement letter will take precedence.

2. Our Fees

Our fees are based on:

- The degree of responsibility and skill required to perform the work;
- The level of risk we are required to adopt;
- The time necessary to complete the work

If we provide an estimate of our fees for a specified piece of work, that estimate will be in good faith, but will not be contractually binding. In such circumstances, an estimate of our fees for a specified piece of work would be set out in the annex to our engagement letter in respect of that work or in a separate fees schedule setting out the basis for the estimate.

If it is ethical to provide you with a fixed fee quotation for a specified piece of work, and we agree to provide you with such a quotation, that fixed fee quotation for a specified piece of work would be set out in the annex to our engagement letter in respect of that work or in a separate fees schedule setting out the basis for the fixed fee quotation. We shall never provide a fixed fee quotation in respect of professional work to be undertaken more than one year ahead of the date of the quotation.

Unless agreed to the contrary, any estimate of our fees or a fixed fee quotation would not include any disbursements, or the costs of any third party, which would be added to our invoices.

Any fees quoted or estimated are stated exclusive of VAT, which shall be added to our invoices if and when VAT is chargeable.

We may request from you one or more payments on account of our fees and any disbursements.

Invoices for our fees will be issued to you at appropriate intervals, according to the time and costs incurred in working on your affairs. This will be on the completion of an assignment, but may also be during the course of an assignment.

Unless stated otherwise, our fees are due for payment within 30 days of the date of issue of the relevant invoice.

We may agree to spread payment of your fees by way of monthly payments by standing order, direct debit, or card payment. Any monthly payments agreed between us will be calculated with the expectation that your payments will be sufficient to settle the invoiced amount within 30 days of the completion of the assignment(s) to which the standing order relates. If, at any time, it becomes necessary to revise the estimate of fees on which the standing orders have been based, we shall explain the revised estimate to you in writing and require you to amend the monthly standing order accordingly.

In any situation where our fees are expected to be paid by a third party (e.g. an insurance provider), until those fees have been paid in full, you shall remain liable for our fees.

We reserve the right to stop work on your affairs entirely where any fees due from you remain outstanding 30 days after the issue of the relevant invoice.

It is an implied term in a contract to which the Late Payment of Commercial Debts (Interest) Act 1998 applies that any qualifying debt created by the contract carries simple interest subject to and in accordance with Part 1 of that Act.

We reserve the right to exercise a particular lien, where possible, over all funds, documents and records in our possession, that belong to you and that relate to work undertaken for which any of our fees and/or any disbursements remain outstanding.

Our obligation to provide any services is conditional upon the successful setup of your payment subscription and receipt of the first payment. We reserve the right to suspend all services, or terminate this agreement, if the subscription is not started within 30 days of the Engagement Start Date.

3. Professional Standards

As a practice regulated by Institute of Accountants and Bookkeepers (IAB), we are required to comply with a code of ethics, which may be found on the IAB website at <https://www.iab.org.uk>. We observe, and comply with, the regulatory framework of IAB. The IAB maintains a register of members, on which Emma James, membership ID 284223, appears. The register may be found on the IAB website.

While engaged by you, we may also act for clients whose business interests and objectives are similar to yours. Should we become aware of any conflict of interest in relation to you, which is not considered by us to be insignificant, we shall endeavour to notify you immediately. Where we identify a conflict of interest that cannot be appropriately managed, we shall be required to cease our engagement with one or both of the parties whose interests are conflicting. Where a conflict of interest in relation to you can be managed by implementing appropriate safeguards, we may continue to act for you. Where possible and practicable, this will occur with your informed consent.

It is a professional obligation that we maintain appropriate confidentiality when dealing with you and your affairs. We may, on occasions, engage third party professionals to work on your affairs. We shall ensure that any such third parties, including subcontractors and consultants, are bound by the same standards of confidentiality as we are.

To comply with regulatory processes, and ensure professional standards are maintained, our files may be subject to review in the course of regulatory and supervisory oversight.

As part of our commitment to providing a quality service, we may periodically subject examples of our work to an independent quality control review. Such reviewers are highly experienced professional people, and are bound by the same requirements for confidentiality and professionalism as other subcontractors and consultants.

4. Our Anti-bribery policy

In accordance with the requirements of the Bribery Act 2010, we have an obligation to have in place adequate procedures designed to prevent persons associated with this practice from

committing the offence of bribing another person in order to gain an advantage for the practice. We take our obligations very seriously. We have strict policies and procedures in place to prevent anyone associated with the practice from either offering or receiving bribes. Any breach of those policies and procedures shall not be tolerated.

5. Holding Clients' Assets

Client money is money in any currency or form that is received by a professional practice from a client, or held for a client, that is not due to the practice. Fees received in advance for agreed services to be provided are not client money.

We do not, and will not, hold client money, or other assets, on your behalf.

6. Quality of Service

We aim to provide an excellent service at all times. However, should you be dissatisfied in any way, or if you would like to discuss with us how our service to you may be improved, please contact Emma James, practice owner, by emailing complaints@thenumber.ninja.

We undertake to look into any complaint carefully and promptly and to take all reasonable measures to resolve your complaint to your satisfaction. If, following that process, you feel that your complaint has not been satisfactorily resolved, you may take up the matter with Institute of Accountants and Bookkeepers.

7. Investment Activities

Investment business is regulated under the Financial Services and Markets Act 2000 (FSMA).

We are not authorised by the Financial Conduct Authority (FCA) or licensed by a designated professional body (DPB) to provide investment advice. If, during the course of our engagement, you require investment advice regulated under the FSMA, we shall, on request, refer you to someone who is authorised by the FCA, or an appointed representative of an organisation authorised by the FCA.

From time to time, we may receive a commission because of an introduction (with your permission) to someone who is authorised by the FCA or an appointed representative of an organisation authorised by the FCA, or arising out of a transaction arranged for you. If this occurs, we shall account to you for the commission, which means that you will be notified in writing of the amount and terms of the commission, which you may request to be remitted to you.

8. Commissions Received, Excluding Investment Activities

From time to time, we may receive a commission because of an introduction (with your permission) to another professional, or a transaction arranged for you, that is unrelated to investment business. If this occurs, we shall notify you of the amount and terms of the commission received.

9. Provision of Services Regulations 2009

The Number Ninja is constituted as a Limited Company. Our address is provided on all our business stationery, together with our email contact details.

The Number Ninja holds professional indemnity insurance in accordance with the requirements of Institute of Accountants and Bookkeepers. The provider of our professional indemnity insurance is Hiscox. Our professional indemnity insurance policy covers the professional services we provide in the United Kingdom and European Union.



We are registered for VAT, and our VAT registration number is 289339644.

10. Data Protection

We comply with the United Kingdom General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018 when processing personal data. Personal data only includes information relating to natural persons who:

- Can be identified or who are identifiable, directly from the information in question; or
- Who can be indirectly identified from that information in combination with other information

Please refer to our Privacy Policy, which provides further information regarding the personal data that we process, the lawful bases on which we process it, and the rights of data subjects.

Our policy is to destroy correspondence and other documents that belong to us, and that relate to your affairs, that are more than six years old, except for documents that we consider to be of continued significance. If you require us to retain any documents for a longer period, you must notify us in writing.

We shall usually return documents that belong to you when an assignment is complete unless specifically agreed with you, in writing, that the documents shall be transferred to a third party. On cessation of our engagement by you, we reserve the right, where permitted by law, to destroy documents belonging to you that are still in our possession six months after disengagement.

11. Communication

If you have provided us with your email address, we shall accept that as your authorisation to communicate with you by email (for permitted purposes), unless you withdraw that authorisation.

Should we be unable to contact you, we may issue a disengagement letter to your last known address and cease to act.

12. Limitation of Liability

We shall provide our professional services with reasonable care and skill. Advice given to you and work performed on your behalf will be based on information provided by you, which shall be assumed to be complete and accurate. We cannot accept any responsibility for advice provided and work performed under any other circumstances.

To the fullest extent permitted by law, we shall not be responsible for any losses incurred (including penalties, surcharges, interest and additional tax liabilities) arising from the provision of incorrect or incomplete information, or your failure (or the failure of others) to provide appropriate information on a timely basis.

We shall not accept any responsibility if you choose to act on past advice given by us without first seeking our confirmation that the advice is up to date.

We accept no responsibility to any party who is not a party to this agreement. The terms of our engagement are not enforceable by any party other than the parties to the engagement letter.

Any advice given by us is for your purposes only and must not be provided to a third party without our express permission.



The Number

Ninja

Terms and Conditions

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Work performed by us is not to be disclosed to any third party without our written permission, unless there is a legal or regulatory requirement to do so. We shall accept no responsibility to third parties in respect of any work made available to them in breach of this provision.

13. Intellectual Property Rights

We shall retain all copyright in any document we prepare for you during the course of our engagement, unless the law specifically provides otherwise.