Terms of Engagement

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Contact Us

V13 effective from and after 14 April 2020

We

NA Business Management Services (NABMS) t/a Zero One Bookkeepers

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202-208

Cheetham Hill Road,

Manchester,

M8 8LW

Registered Trading Address

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+44 7847 666003 (per procurationem)

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admin@nabms.co.uk,

accounts@nabms.co.uk

[www.nabms.co.uk](http://www.nabms.co.uk)

NA Business Management Services (NABMS) t/a Zero One Bookkeepers Business Account

Account Name NA Business Management Services

Bank Barclays Business

Sort Code 20-55-41

Account No. 9395 7950

A word About Us

NA Business Management Services (NABMS) t/a Zero One Bookkeepers

NA NA Business Management Services (NABMS) t/a Zero One Bookkeepers is a firm providing professional services, from the business itself to its employees, Terms and Conditions (T&C) also depending on Service Level Agreement (SLA). NA Business Management Services (NABMS) t/a Zero One Bookkeepers is wholly-owned, monitored, controlled and managed by the firm of professionally qualified and experienced accountants possessing all the relevant qualifications, competence and over 20 years of collective professional experiences.

NA Business Management Services (NABMS) t/a Zero One Bookkeepers was a brainchild of their holding company, a firm of professionally qualified accountants to diverse the business support services at client disposal more efficiently, effectively, directly and economically. NA Business Management Services (NABMS) t/a Zero One Bookkeepers provides a variety of services directly not only to the business (B2B) but also to the individuals (B2C). In addition, services can be delivered to employees of the business or the business directly.

The idea behind this set-up was to set a different cost & management centre to segregate the work from the mainline holding company, their work, client base, and appoint more dedicated staff in the service of people, the clients. In NA Business Management Services (NABMS) t/a Zero One Bookkeepers, we believe that no job is small, less valued or ignore able; we believe that small customers turn into big clients. So we offer you from printing your books, assignments, and presentations to managing your digital and analogue bookkeeping at this platform. On the other side, we provide highly encrypted digital scanning and offline data storage to simplified document scanning. Moreover, we arrange Pay as You Earn (PAYE) to Pensions for you. In short, for a business to its employees and all the other individuals, we have all they may need, a “Total Business Solution”.

Acceptable List of Documents

Please bring one document from Group1 and two documents from Group 2

Group 1 – Primary Trusted Identity Credentials

1. Current Driving Licence Photo Card (UK/Isle of Man/Channel Islands and EU)
2. Current Valid Passport
3. Biometric Residence Permit (UK)
4. Adoption Certificate (UK)

Group 2a – Trusted Government/State Issued Documents

1. Current Driving Licence Photo Card (All other countries)
2. Old Style Paper Driving Licence (UK/Isle of Man/Channel Islands and EU)
3. HM Forces ID Card (UK)
4. Firearms Licence (The UK, Channel Islands and the Isle of Man)

Group 2b – Financial/Social History Documents

1. Mortgage Statement (UK or EEA) (issued in the last 12 months)
2. Bank/Building Society Statement (UK or EEA) (issued in the last three months)
3. Bank/Building Society Account Opening Confirmation Letter (UK) (issued in the last three months)
4. Credit Card Statement (UK or EEA) (issued in the last three months)
5. Financial Statement - e.g. pension, endowment, ISA (issued in the last 12 months)
6. P45 or P60 Statement UK - (issued in the last 12 months)
7. Council Tax Statement (UK) (issued in the last 12 months)
8. Work Permit/Visa (UK) (UK Residence Permit)
9. Letter of Sponsorship from future employment provider (Non-UK/Non-EEA only – valid only for applicants residing outside of the UK at time of application)
10. Utility Bill (issued in the last three months)
11. Benefit Statement - e.g. Child Allowance, Pension (issued in the last three months)
12. A document from Central/ Local Government/ Government Agency/ Local Authority giving entitlement (UK & Channel Islands) \*-, e.g. from the Department for Work and Pensions, the Employment Service, Customs & Revenue, Job Centre, JobCentre Plus, Social Security (issued in the last three months)
13. EU National ID Card – must be valid
14. Cards carrying the PASS accreditation logo (UK) – must be valid
15. Letter from Head Teacher or College Principal (16-19-year-olds in full-time education - only used in exceptional circumstances when all other documents have been exhausted)

Glossary of Terms

1. **“We, Us, NA Business Management Services (NABMS) t/a Zero One Bookkeepers, Our, Ours, Management, Staff, Director/s."**

The above terminology stands for NA Business Management Services (NABMS) t/a Zero One Bookkeepers, Noor Abdullah Business Management Services, subsidiary companies and sister companies engaged with the assignment.

1. **"You, Yours, Client, Customer, Service User, Beneficiary of The Contract, and or Services"**

Solely stands for You and your business, the Customer counter signatory of this agreement.

1. **"The Agreement."**

This agreement, along with 1 - Term of Agreement & 2 - Letter of Engagement & Initial Assessment, constitutes the entire agreement ("The Agreement") between NA Business Management Services (NABMS) t/a Zero One Bookkeepers and the service user (Client), you or your business.

1. **"The Assignment/s."**

We refer to assignment/s as a task or piece of work or series of tasks allocated to NA Business Management Services (NABMS) t/a Zero One Bookkeepers by you to complete and comply on your behalf. For example, we may refer but not be limited to an individual Value Added Tax (VAT) return, tax return or compliance statement or secretarial job as an assignment. It may be a continuous contract or a one-off task.

1. **"Drafted Accounts"**

Depending on the service/s required, Drafted Accounts, SA100, CT600, FILTERED ACCOUNTS, CS01, VALUE ADDED TAX (VAT)100, Yearend Accounts, Management Profit and Loss Account or Balance Sheet, where required Cash Flow Statements either interim, the management or final).

1. **"Returns"**

Include but not limited to SA100, CT600, FILTERED ACCOUNTS, Filtered Accounts, CS01, A/c 100, P11D, P14 & P35, VALUE ADDED TAX (VAT).

1. **"Information."**

Books of invoices, receipts, till rolls, all relevant bank statements, director's representations, reconciliation statements, third-party report/s and any other relevant information required not but limited to mentioned above, whatever information is required to complete a one-off task, assignment or regularly assigned work.

1. **"Reporting Requirements"**

This means the requirements of the Taxes Management Act 1970, the Income Tax Act 2007 (Pay as you Earn), Corporation Tax Act 2010, Value Added Tax Act 1994 and other applicable acts.

1. **"Companies Acts"**

Companies act means the Companies Acts 1985, 1989 and 2006.

1. **"Confidential Information"**

Shall mean any the data and information either commercial, financial, marketing, technical, records, reports, agreements, software programs, specifications, know-how, trade secrets and other information concerning the Assignment/Engagement, in any form or medium, will be provided to NA Business Management Services (NABMS) t/a Zero One Bookkeepers. Whenever NA Business Management Services (NABMS) t/a Zero One Bookkeepers require to complete the task assigned to them, whether disclosed or not, complete and unbiased access will be provided, whether in writing, verbally or by any other means to NA Business Management Services (NABMS) t/a Zero One Bookkeepers. NA Business Management Services (NABMS) t/a Zero One Bookkeepers ensures that your business secrets are kept secret and confidential under the strict data protection rules.

1. **"Control."**
2. Control means The legal or beneficial ownership, directly or indirectly, of more than 50% of the issued share capital or similar ownership rights.

Or

1. The power to direct or cause the direction of the affairs and general management of the company, partnership, statutory body or other entity in question, whether through the ownership of voting capital, by contract or otherwise, and "Controls" and "Controlled" shall be construed accordingly.
2. NA Business Management Services (NABMS) t/a Zero One Bookkeepers will be using People with Significant Control (PSC) Legislation to determine your position in the entity.

Consider the new legislation of People with significant control. The ultimate beneficiary must be disclosed.

1. **"Data Protection Laws"**

This means the Data Protection Act 1998, and any applicable statutory or regulatory provisions and all European Directives and Regulations in force from time to time relating to the protection and transfer of personal/business data.

1. **"Losses."**

Means all losses, liabilities, damages, costs, expenses, fines, penalties or interest whether direct, indirect, special or consequential (including, without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees) and charges, including such items arising as a result from actions, proceedings, claims and demands.

1. **"Pro bono VS Voluntarily."**

On a Pro bono basis, professional work was undertaken voluntarily and without payment or at a reduced fee as a [public service](https://en.wikipedia.org/wiki/Public_services). Voluntarily we will not charge any fees for any service we provide.

Generic & Polite Notice/s

1. 1 - Term of Agreement & 2 - Letter of Engagement & Initial Assessment; without these two letters, our appointment is not completed.
2. We would love to have a long-term business relationship, but should there be something that makes you move somewhere else, please let us know if there is anything we can do to keep you; we assure you, we will do anything within legal boundaries to keep you helping.
3. This is ultimately your responsibility to keep yourself up to date for anything you owe to HM Revenue & Customs (HMRC) or anything HM Revenue & Customs (HMRC) owe you.
4. We are not held responsible for any losses or penalties to you, for if HM Revenue & Customs (HMRC) are not able to, or fail to, or your post is not delivered due to lost in transit or wrong address.
5. If HM Revenue & Customs (HMRC) does not send you a bill of tax, penalty or your tax notice or demand of tax notice or to file your annual tax return but not limited to aforementioned, not in any situation NA Business Management Services (NABMS) t/a Zero One Bookkeepers is to be held responsible. If you have any concerns, please speak to HM Revenue & Customs (HMRC) as they are the senders no the NA Business Management Services (NABMS) t/a Zero One Bookkeepers.
6. All the reminders (automated e-mails, SMS, phone calls or any other form of reminder) are entirely on a pro bono basis and not in any way or form a statutory responsibility of NA Business Management Services (NABMS) t/a Zero One Bookkeepers. However, it is the statutory responsibility of the client, you.
7. Since 06/04/2019, if your Value Added Tax (VAT) turnover is over £85,000.00 per annum and you still do not like to opt for MTD software, then you are aware of the risk and rewards.
8. For all the submission we use our holding firm's client deposit account which is a trust account, all the refunds, if come into this account, will be only refunded to taxpayers individual and business accounts respectively, no transfer will be made to any other associate. Details are below.

Account Name Zero One Consultants

Sort Code 40-11-56

Account No. 43000001

Bank Address 2-4 Saint Anne's Square, Manchester, M2 7HD

Our Role

Our Role is Limited To

**Advise;** (how to prepare your accounts, maintain a good set of your accounting records and comply with government rules and regulations).

**Warn;** (any wrongdoing in your accounts, if you are not following the proper guidelines or misinterpreting the guidelines, or suffering from a lack of knowledge and wrongdoing is only for genuine reasons).

**Appreciate;** (once we identify your problems, and you show us your genuine efforts to correct them) in preparing your accounts and other assignments.

Our role as Appointed Accountants

1. As a Formal Year End Accounts or Statutory Filings
2. NA Business Management Services (NABMS) t/a Zero One Bookkeepers do not express any opinions on your accounts. We only compile and submit accounts into an acceptable format, following relevant legislation, e.g. rules of law that is Company House regulations, Income Tax, Corporation Tax, Pay as You Earn (PAYE), Value Added Tax (VAT) and Acceptable Accounting Principles or International Accounting Standards. Where and when applicable for all the relevant financial institutes and HM Revenue & Customs (HMRC) or their equivalent.
3. We do not carry any statutory audit or anything equivalent to that, neither we take any statutory audit appointments.
4. We may be appointed as internal auditors or compliance coordinators.
5. As a Forensic Accountants, Tax Investigations (COP8 & 9)
6. We carry out Forensic Work and Tax Investigations work through appointments as forensic accountants. Our job is to find out the best acceptable alternative for the relevant authorities involved.
7. We may have to be in the tribunal or court or an equivalent panel for an expert opinion.
8. We do not do this as an audit, and it is not to be mixed with the statutory audits.
9. We call it forensic review of your books more in-depth than a statutory audit.
10. As a For a Formal Advisor

If you appoint NA Business Management Services (NABMS) t/a Zero One Bookkeepers as a formal advisor to your company or any other form of your business, our role is limited to basics as below.

1. We advise where we were asked, and we support you based on our written advice.
2. You follow our advice; we stand our ground with you and continue implementing the advice and appreciate your patience as it may take some time to bring the full effects out.
3. We will warn you of the consequences, where you don't want to follow the advice you have asked for, or it may be a situation where due to continuous business performance evaluation, we have to issue you formal warning/s because of a step or decision/s you may have taken.
4. Remember, we can only warn you we can not stop or make you decide as you are the only ultimate authority in your business.

General Terms

* 1. NA Business Management Services (NABMS) t/a Zero One Bookkeepers are regulated by HM Revenue & Customs (HMRC) and Institute of Financial Accountants; Principal Practitioner/s are qualified members of Institute of Financial Accountants, Institute of Public Accountants, Association of International Accountants. Appropriate professional indemnity insurance covers all our work.
	2. NA Business Management Services (NABMS) t/a Zero One Bookkeepers holds and exercises the data protection licence, and we are the data controller.
1. We have a designated data controller, which is also our Practice Manager in our organisation.
2. NA Business Management Services (NABMS) t/a Zero One Bookkeepers as a data handler and processor is responsible and strictly complies with data protection principles' rules.
3. Your data is in our legal possession and is kept safe, secure, lock and not shared with anyone, except our own subsidies and sister companies, either digital or on paper.
4. You own your data and can be obtained as a copy from us for a, as low as £10.00 data handling fees; if you need any other format than paper, then other charges may also be applied.
5. We do not share any of your information with any marketing businesses. Data sharing is only with statutory authorities where it is obligatory or necessary under the United Kingdom (UK) law.
6. Data Protection Act of 1998, using the powers and the rights provided in this act, we may obtain, use, process and disclose personal data about you to discharge the services agreed under our engagement letter, and for other related purposes, including updating and enhancing client records, analysis for management purposes and statutory returns, crime prevention and legal and regulatory compliance.
7. You have a right of access, under Data Protection legislation, to the personal data that we hold about you. Therefore, we confirm that when processing data on your behalf, we will comply with the provisions of the Data Protection Act 1998.
8. We may utilise the services of various third parties to assist in the work undertaken in our engagement letter, and we may make available to them confidential client information as necessary. Third parties may include local and/or overseas organisations, but we do not sell your data for marketing or promotional purposes.
9. Use of your data will be entirely for the completion and performance of the job you assigned to us. If your data is sent outside to the European Union, we will follow all the data protection act guidelines and all the other subsequent data protection legislation.
* You understand this is your responsibility to keep your records all the time up to date with us.
	1. You will get a 1 - Terms of Agreement & 2 - Letter of Engagement & Initial Assessment as soon as possible from the date of our appointment.
	2. These Terms and Conditions (T&C) are the only way forward for us to accept your appointment.
	3. The price will be determined at the beginning of the appointment and will prevail until mutually agreed to change.
	4. If we wish to change a general update or change in Terms and Conditions (T&C) as a whole, we will simply send you an amended version.
	5. If we wish to change an individual client's specific term/s, we will let you know 30 days in advance for the change.
	6. We will send you these Terms and Conditions (T&C) and, if amended at a later stage, then the amended version in recorded mail, e-mail, or "what’s app” messenger on the addresses provided to you.
	7. If the address provided is wrong, it will be counted as a fault on your side.
	8. If you have any concerns about any clause, then you MUST let NA Business Management Services (NABMS) t/a Zero One Bookkeepers know in 14 days from the receipt of these Terms and Conditions (T&C), original or amended or updated Terms and Conditions (T&C). Terms and Conditions (T&C) will be delivered to your provided registered address for acceptance or to register your objection with NA Business Management Services (NABMS) t/a Zero One Bookkeepers within 14 days of receipt; otherwise, NA Business Management Services (NABMS) t/a Zero One Bookkeepers has an implied right to consider your acceptance of the NA Business Management Services (NABMS) t/a Zero One Bookkeepers ’ Terms and Conditions (T&C).
	9. After 14 days, if you have a genuine concern, we can only assure you we will consider your concern but may not be able to accommodate your request, and original Terms and Conditions (T&C) will stand. In either case, it will be NA Business Management Services (NABMS) t/a Zero One Bookkeepers ’ discretion to accept your amendment or not.
	10. NA Business Management Services (NABMS) t/a Zero One Bookkeepers retain the right to issue a non-acting letter or disengagement letter for any (one or more) non-disclosable or disclosable professional reason/s. However, if a situation arises, we would like to give reasonable notice of termination, but this is not considered a statutory obligation.
	11. Know Your Client, before we accept your instructions, we must obtain ‘satisfactory evidence’ to confirm your identity. We will not take any photocopies of any Identities; we will copy them by our self and scan them into our secure IT systems. Identities, e.g. but not limited to,
	12. If you are a limited liability company, then Company Unique Tax Reference Number (UTR) on HM Revenue & Customs (HMRC) ’s letterhead or a Corporation Tax Return (CT600) or any other acceptable document, see our website for a list of acceptable documents or 1 - Terms of Business V 12. Companies House (CH) issued an authentication code on their letterhead, full company address on a utility bill or a bank statement. NA Business Management Services (NABMS) t/a Zero One Bookkeepers will conduct comprehensive searches on company houses and our credit check databases as part of our money laundering checks.
	13. Directors identities, a copy of passport taken by NA Business Management Services (NABMS) t/a Zero One Bookkeepers staff only; no copies are accepted unless signed verified by approved verifiers. Proof of your National Insurance Number (NINO), Personal Unique Tax Reference Number (UTR), evidence of your home address, bank or building society bill or utility bill or a driving licence. NA Business Management Services (NABMS) t/a Zero One Bookkeepers will conduct full searches on the company house (if a director) and our credit check databases as part of our money laundering checks.
	14. We may conduct at least one credit search on each director provided to us as part of our check. Your signatures on this agreement are permission for us to carry out this search.

* 1. In certain circumstances, we may need to obtain evidence confirming third parties' identities, the sources of funds or other properties purchased.
	2. Our role is limited to Advise (preparing your accounts, maintaining a good set of your accounting records, and complying with government rules and regulations). We warn (any wrongdoing in your accounts, if you are not following the proper guidelines or misinterpreting the guidelines, or suffering from a lack of knowledge and wrongdoing is only for genuine reasons). We Appreciate (once we identify your problems and you show us your genuine efforts to correct them) to prepare your accounts and other assignments.
	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 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. In such circumstances, we must not act on your instructions without consent from the National Crime Agency. If the National Crime Agency does not refuse consent within seven working days, we may continue to act. However, if National Crime Agency issues a refusal within that time, we must not act for an additional 31 days from the date of the refusal or instructions provided by the National Crime Agency.

NA Business Management Services (NABMS) t/a Zero One Bookkeepers must comply with onerous duties imposed by the Proceeds of Crime Act 2002, the Terrorism Act 2000 and the Money Laundering Regulations 2007 (the “Anti-Money Laundering Legislation”), which are 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. Therefore, before we accept your instructions, we may need to obtain ‘satisfactory evidence’ to confirm your identity/s. In certain circumstances, we may need to obtain evidence about the third parties that you want us to deal with on your behalf, e.g. paying from your funds to them or taking their instructions on your behalf for your work. In this case, you are confirming that you are liable to provide their identities as well, all identities of third parties involved, the source of any funds or other property/s involved for the purpose of any instructions or any other matter. We may also need to obtain such evidence after we have started to act on your instructions.

‘Criminal property is the 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 who benefits from it. 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. Activity is considered ‘criminal’ if it is a crime under United Kingdom 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.

* 1. We may, from time to time, hold money on your behalf.
	2. Such money will be held in trust in a client bank account, segregated from the firm’s funds.
	3. If the total sum of money held on your behalf exceeds £2,000 for more than two months, or such sum is likely to be held for more than two months, Then the money will be placed in an interest-bearing client bank account.
	4. You may send us the funds to pay to HM Revenue & Customs (HMRC) concerning your settlement of any regular or outstanding taxes, or we may receive funds from HM Revenue & Customs (HMRC) for over or wrongly charged taxes. In either case, they will be paid and received in a lump sum; no standing order or direct debit will be arranged from this account.
	5. If there are any charges to send your payments, you will pay that; we may first pay, then you have to reimburse us.
	6. This account can not be used for partial payments.
	7. NA Business Management Services (NABMS) t/a Zero One Bookkeepers reserves the right to refuse the use of our client account for your commercial purposes.
	8. Sometimes when your refunds come back from HM Revenue & Customs (HMRC) or any other concerned institute, and you may not claim them from us, then we will be placing them into our other accounts, whenever

you produce a piece of valid evidence to claim that money, and we will provide you with your funds without any interest. In this case, the amount can be anything.

* 1. If your funds are transferred in our account until unless you do not provide us with the letter from HM Revenue & Customs (HMRC) stating about such a transaction, we are not obliged to send you the money you may want to claim from us, other confirmations can be used, but they will be used only by us, e.g. we may speak to HM Revenue & Customs (HMRC) directly.
	2. Sometimes when your refunds come back from HM Revenue & Customs (HMRC) or any other concerned institute, and you may not claim them from us, then we will be placing them into our other accounts whenever you produce a piece of valid evidence to claim that money, we will provide you with your funds without any interest. In this case, the amount can be anything.
	3. You must provide us with your side of the letter, HM Revenue & Customs (HMRC) or other relevant authority issues you as the evidence of payment made to NA Business Management Services (NABMS) t/a Zero One Bookkeepers in our client deposit account. Without this letter, we do need a piece of substantial evidence that your payment has come to our client deposit account. In client accounts, payments come back with a simple reference as SA Refund or Value Added Tax (VAT) Refund only; the taxpayer’s name is not mentioned as a reference.
	4. Suppose there are grounds to suspect (even if we do not suspect) that any monies held in a client account are derived directly or indirectly from any criminal activity whatsoever. In that case, we may not release such monies until we receive permission to do so from National Crime Agency or equivalent legal authority.
	5. In some circumstances, commissions or other benefits (financial or non-financial) may become payable to us in respect of introductions to other professionals or transactions we arrange for you. You will not be entitled to

this amount. Introducing you to a third-party professional will be unbiased and only on a recommendation basis; the final decision will still be yours to accept the third party professional or arrange your own.

* 1. We will require all the information and full access to all the accounting and financial records concerned with the accounting period and perhaps the previous year(s) records. Records may not be limited to bank statements and other non-regular financial books.
	2. We will advise you on the adequacy of your records for the preparation of the annual accounts and make recommendations for improvements that we consider necessary. However, we shall not be responsible if you do not take our advice and incur losses or penalties.
	3. We will use reasonable skill and care in the preparation of your accounts but will not be responsible for errors arising from incorrect information supplied by you.
	4. With any variations that we consider necessary, we will report that by your instructions and assist you in fulfilling your responsibilities. We will compile the accounts from your accounting records and the information and explanations supplied to us without carrying out an audit.
	5. We have a professional duty to compile accounts that conform with generally accepted accounting principles. Where we identify that the accounts do not conform to be accepted as accounting principles, or if the accounting policies adopted are not immediately apparent, this will be made manifest in our accountants’ report.
	6. The written signatory authority might be required to contact the banks and other financial institutions, should we need to obtain information where we are not satisfied with the quality of information, or you are not able to provide it by yourself. We will provide you with a separate form, authority letter, which we will be presenting to the third party to obtain the information.
	7. We will not be liable for any loss you or any third party suffered because we comply with the Anti-Money Laundering Legislation or any United Kingdom law.
	8. We do not hold or store any documentation, data and or information provided by you for the completion of your assignment or work. We only keep the singed draft in our record
	9. We do not hold or store any documentation for you until you sign an account or other assignment.
	10. We only keep your signed draft copay with us in our records.
	11. Once the assignment is complete, we will return all your raw documents, sources of information, data and information, to you in your custody.
	12. We do not claim any ownership of these documents.
	13. NA Business Management Services (NABMS) t/a Zero One Bookkeepers only keep our working papers and will not provide you with any working papers we have prepared in the preparation course of any assignment you assigned to us. NA Business Management Services (NABMS) t/a Zero One Bookkeepers strictly and solely own these working papers. They, if required, will be available on a production order from the court of law or other public and legal authorities.
	14. Your documents legally belong to you unless you tell us in writing that you do not want your documents back.
	15. We will destroy your documents and other papers that you do not want to collect back from us.
	16. We do not store any documents from customers unless until we have a separate Service Level Agreement (SLA) in place for document storage.
	17. If we destroy your documents after your instructions for not collecting, then you will be responsible if HM Revenue & Customs (HMRC) or any other legal authorities require them at a later stage. NA Business Management Services (NABMS) t/a Zero One Bookkeepers will not be responsible for any liability to you or anyone related to you because of this. You will also be responsible for any charges NA Business Management Services (NABMS) t/a Zero One Bookkeepers may invoice you for destructing your documents.
	18. If you fail to collect your documents after few reminders, we reserve the right to either destroy them and in this case, we will not be liable for any damage that may happen to you after the destruction of documents,

or

Store them in our facility, in this case; you may incur a cost to pay; we will not release them unless until you pay our storage cost. They will be destroyed after five years in any condition.

or

We will store your documents if you have them with our sister company or us for storage purposes.

* Either of these choices is entirely a description of NA Business Management Services (NABMS) t/a Zero One Bookkeepers. NA Business Management Services (NABMS) t/a Zero One Bookkeepers want to inform you that unless we have a reason to store your documents, we are not obliged to store them and prefer to get destroyed due to storage issues.
	1. Your spouse is legally responsible for [his/her] own tax affairs and should be dealt with independently. However, if both spouses sign this letter, you agree that we can disclose to your spouse such details of your financial affairs as are required to consider your combined tax position.
	2. NA Business Management Services (NABMS) t/a Zero One Bookkeepers reserves the right to add a clause that was omitted by a simple mistake at the time of agreement. If a new provision affects either party’s rights or responsibilities, we will issue the notice of intent to do so. If you have any queries or objections, please list them in writing, and we will discuss them with you. On any changes with the addition or deletion of services, we will issue you an amended version of this document, but as mentioned above, NA Business Management Services (NABMS) t/a Zero One Bookkeepers have a right to change this document time they need or wish to.
	3. These Terms and Conditions Apply (T&C) are based and only applicable to you according to you. If something is not relevant to you, their terms and conditions will also not affect you.
	4. If you incur a penalty due to lack of communication, coordination, third-party fault, you have not paid your fees for the period after two reminders, and you have not acted upon the advice we provided, then NA Business Management Services (NABMS) t/a Zero One Bookkeepers are and will not be responsible for any damages to you.
	5. Communication must be done either electrical or in a formal traditional postal way; electrical communication is, e.g. e-mail, “what’s the app” the app, Facebook, etc., including all but not limited to any of these.
1. Electronic communication is a new way of communication. As you may be aware, internet communications are capable of data corruption and, therefore, NA Business Management Services (NABMS) t/a Zero One Bookkeepers does not accept any responsibility for changes made to such communications after they dispatch from our end. It may, therefore, be inappropriate to rely on advice contained in an e-mail without obtaining written confirmation of it. Additionally, we cannot accept any responsibility for any problems that may arise using internet communication and all risks connected with sending commercially sensitive information relating to your business via the internet. If you do not agree to accept this risk, you should notify us in writing that e-mail is not an acceptable means of communication for you.

Although NA Business Management Services (NABMS) t/a Zero One Bookkeepers uses highly secure data security and transporting protocols, we are still not responsible for anything out of our hands. We have done our best to protect electronic communication, referring to the paragraph above. Every e-mail sent out from NA Business Management Services (NABMS) t/a Zero One Bookkeepers containing sensitive data or an attachment will be encrypted and password-protected, agreed to by you in initial meetings, and you will be responsible for keeping your password safe. Any breach, you will tell us asap so that we can change the password. It is the responsibility of the recipient to carry out a virus check on any attachments received.

* You must provide one e-mail address only for all the electronic dispatches.
1. Postal

If you do not want NA Business Management Services (NABMS) t/a Zero One Bookkeepers to contact you electronically, you need to provide a postal address, and we will communicate to you via recorded or registered mail.

* 1. Anti-Money Laundering Legislation
1. All Accountants “ASP” (Accountancy Service Providers) must comply with onerous duties imposed on them by the different legislation. Duties imposed by the Proceeds of Crime Act 2002, the Fraud Act 2006, the Terrorism Act 2000 and the Money Laundering Regulations 2007 (the “Anti-Money Laundering Legislation”).

These legislations intend 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.

1. Before we accept your instructions, we may need to obtain ‘satisfactory evidence’ to confirm your identity. For example, in certain circumstances, we may need to gather evidence establishing 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 further evidence after we have begun to act on your instructions, and the evidence may include searching your details by electronic means.
2. Suppose we consider this necessary to obtain records electronically or in a post from different credit reference agencies with your permission by informing you before you sign on the acceptance of our terms and conditions. All the information purely will be used for our risk assessment and client risk evaluation purposes and will not be shared with any other party for marketing purposes.

1. NA Business Management Services (NABMS) t/a Zero One Bookkeepers will not share any details obtained from any legal resources or collected from you about you or your business.
2. 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 suspect) that your instructions relate To ‘criminal property,’ we are obliged to make a report to the National Crime Agency (“NCA”). We are prohibited from telling you that we have done so.
3. If this ever happens and we must hand over your records or any other information we have in our possession either provided by you or by third parties to tax and legal authorities, which may include the following but not limited to
	1. To the court of law
	2. To a legal or security agency, upon presenting a production order
	3. To assist state inquiries/affairs
4. Not any important or non-important information is provided to marketing agencies by NA Business Management Services (NABMS) t/a Zero One Bookkeepers
5. In such circumstances, we must not act on your instructions without consent from the National Crime Agency. If the National Crime Agency does not refuse consent within seven working days, we may continue to act. However, if National Crime Agency issues a refusal within that time, we must not act for an additional 31 days from the date of the refusal.
6. ‘Criminal property is a property in any legal form, whether its money, real property, rights or any benefit derived from criminal activity. It does not matter who carried out the illegal activity or how the property is created. 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.
7. Activity is considered ‘criminal’ if it is a crime under United Kingdom law, no matter how trivial, whether carried out in the United Kingdom or abroad.
	1. Ethical Guidelines: We will follow the Institute of Financial Accountants (IFA) ethical guidelines and accept instructions to act for you on the basis that we comply with those guidelines. A copy of these guidelines will be supplied to you at your request.
	2. the “Force Majeure.”

Explanation

a French origin word, in law meaning of “unforeseeable circumstances that prevent someone from fulfilling a contract”, an Act of God, Nature’s work, Beyond Human Control, including all but not limited to these.

Purpose

1. To let you know that NA Business Management Services (NABMS) t/a Zero One Bookkeepers will put on hold our contractual liabilities in the Event of the Force Majeure.
2. This clause will be effective immediately and enforced automatically without any written notice in the event of any force majeure.
3. The purpose of this section is to give you awareness of fore Marjorie, where NA Business Management Services (NABMS) t/a Zero One Bookkeepers will not be legally obliged to the terms of this contract.
4. This is where NA Business Management Services (NABMS) t/a Zero One Bookkeepers cannot be held responsible for any losses or damages caused to you due to our inability or incapacity for not being able to do the job.
5. In fact, NA Business Management Services (NABMS) t/a Zero One Bookkeepers do respect in the event of a force majeure, it may be difficult for you to complete your legal responsibilities, we may be flexible, but it does not relieve you from the followings, but not limited to these;
6. NA Business Management Services (NABMS) t/a Zero One Bookkeepers expressly reserves all its rights under the contract and at law to claim any losses suffered by us as a result of the event.
7. NA Business Management Services (NABMS) t/a Zero One Bookkeepers expressly reserves the right to claim all the outstanding fees for the work performed before the event of force majeure.
8. NA Business Management Services (NABMS) t/a Zero One Bookkeepers expressly reserves the right to claim all the expenses and third-party fees for the work performed before the event of force majeure.
9. You will be personally held responsible to NA Business Management Services (NABMS) t/a Zero One Bookkeepers for all the outstanding bills, invoices and third-party fees.
	1. Termination of Services
10. You have the right to cancel your contract with us any time should you wish or need to do so. You may want to move to other accountants. In this case;
11. You have to give us a thirty days notice to move on for us to satisfactory wind up your files with us.
12. We need your newly appointed accountants to contact us for the satisfactory professional clearance of your transfer.
13. We will let you know, besides your accountants, if there are any outstanding submissions that need doing urgently.
14. You have to clear any outstanding balances; if you do not have precise any outstanding balance, we have the right to recover these outstanding charges from you. We may also not issue a professional clearance letter to your new client.
15. Once everything is in hand, we will send your new accountants all the necessary files to conduct and carry your appointment.
16. You have 28 days to pick up your documents from us; after this period, we will be destroying your documents.
17. Once removed, we will keep your records for legal purposes with us as per the ICO guidelines, and if you need any copy of your records, you will have to pay a fee for the duplicate copy, remember we do provide you all the copies at the time of signatures.

Other than above, if you choose to move on without telling your new accountants or us do not contact us, then;

1. We will continue to act for you until we have a clear indication from you to stop.
2. We will continue to charge you until we have an explicit notice from you, and you will be liable for those charges.
3. We will not be responsible for any double filling, overfilling, or any other describable or non-describable, quantifiable or non-quantifiable loss to you or your business.
4. You have 14 days to pick up your documents from us, once we know about your intentions and we notify you about your act.

Specific Itemized Terms

* 1. Management Accounts
1. We understand that may you require us to prepare the monthly/quarterly management accounts of your business/partnership for the month/quarter on a continuous basis.
2. You may bring your books of accounts to us from your bookkeeper, or we may directly contact them as per your instructions.
3. You may appoint our associate (sister company) to do your work of bookkeeping; in that case, we will have the information from them. From the information and explanations supplied to us, you and your bookkeeper will prepare your management accounts according to your frequency instructions and present a draft to you for your understanding.
4. NA Business Management Services (NABMS) t/a Zero One Bookkeepers may provide you with further guidance on what your accounts reflect and what and how you need to prepare for any contingencies.
5. You will also provide estimates of any stocks at the end of each period.
6. You understand that we will not be carrying out an audit and accordingly will not verify the assets and liabilities of the business, nor the items of expenditure and income. To carry out an audit, it would require additional work to comply with generally accepted auditing standards which we are not authorised and insure to carry out. We would emphasise that we cannot undertake to discover any shortcomings in your systems or any irregularities on the part of your employees or others, although we will advise you of any circumstances that we encounter in preparing your accounts.
7. If you need a detailed analysis to see what is going on, you may appoint us to work as a Forensic Accountant or Internal Compliance Officer in your business.
8. The accounts are prepared for your exclusive use within your business. They should not be disclosed to any other party without your agreed to prior consent. To ensure that anyone reading the accounts is aware that we have not carried out an audit, we will annex to the accounts a short report. This report must remain attached to any accounts shown to any other parties.

 We understand that you have agreed that your staff will be responsible for: -

1. Maintaining records of all receipts and payments of cash
2. Reconciling cash book balances monthly/quarterly with the bank statements
3. Posting and balancing the purchase and sales ledgers
4. I am extracting a detailed list of ledger balances.
* If NA Business Management Services (NABMS) t/a Zero One Bookkeepers or their associates are completing your bookkeeping, then you will provide, but not limited to, your sales book bank statements and cash books along with relevant receipts.
* Acceptance & Acknowledgement

Refer to General Terms 3. These Terms and Conditions (T&C) are the only way forward for us to accept your appointment. We will send you these Terms and Conditions (T&C), and if amended at a later stage, then the amended version in recorded mail, e-mail and or "what's app" messenger on the addresses provided by you. If the address is wrong, it will be counted as a fault on your side. As mentioned, if you have any objections to these Terms and Conditions (T&C), you have 14 Days (refer to general terms clause 3) from the receipt of the e-mail or print in post, delivering Terms and Conditions (T&C) to you. Terms and Conditions (T&C) will be delivered to your provided registered address for acceptance or to register your objection with NA Business Management Services (NABMS) t/a Zero One Bookkeepers; otherwise, NA Business Management Services (NABMS) t/a Zero One Bookkeepers has an implied right to consider your acceptance of the NA Business Management Services (NABMS) t/a Zero One Bookkeepers ' Terms and Conditions (T&C).

* 1. Maintaining Accounting Records (Bookkeeping)
1. NA Business Management Services (NABMS) t/a Zero One Bookkeepers maintains a separate trading name and a sister company for its bookkeeping service. If NA Business Management Services (NABMS) t/a Zero One Bookkeepers or their associate (sister company) is appointed to do your record-keeping, then it is agreed that we will carry out the following bookkeeping & accounting services for you or your business:
2. We will provide you with the software Quick Books.
3. If you are using any other software than Quick Books and Excel, we may not be able to take your appointment.
4. Reconcile the monthly balances with the bank statements to link your bank statements with Quick Books (QB).
5. Post and balance the purchase and sales ledgers.
6. Extract a detailed list of ledger balances.
7. Complete the postings to the nominal ledger.
8. Prepare the trial balance for approval by yourselves to present to your accountants.
9. Depending on your Service Level Agreement (SLA), we can provide you with real-time bookkeeping; please ask for the details if you are interested.
10. Depending on your Service Level Agreement (SLA), you can access your Quick Books (QB).
11. We can provide you with printed ledgers of yours if you need them.
12. For us to adhere to our side Service Level Agreement (SLA), you must do these
13. Provide us with all the records within Seven Days from the end of the month.

1. Keep the records of invoices, receipts, payments, not limited to this.
2. Prepare the details of the annual stocktaking and work in progress, suitably priced and extended in a form which will enable us to verify the prices readily by reference to suppliers' invoices; we may need to use services of independent stock valuation professionals; you will be invoiced for their work.
3. Please provide us with all the books of accounts in a readable paper format and not digital. The digital format can not be marked are read and causes a duplication or tendency of errors. Once compiled for the period, we will stick all the worked-out invoices together and give them back to you.
4. You or your management are responsible for the detection of irregularities and fraud.
5. We would emphasise that we cannot discover any shortcomings in your systems or any irregularities on your employees or others, although we will advise you of any such circumstances that we encounter.
* If NA Business Management Services (NABMS) t/a Zero One Bookkeepers or their associates are completing your bookkeeping, then you will provide, but not limited to, your sales book, bank statements and cash books along with relevant receipts.
* Acceptance & Acknowledgement

Refer to General Terms 3. These Terms and Conditions (T&C) are the only way forward for us to accept your appointment. We will send you these Terms and Conditions (T&C), and if amended at a later stage, then the amended version in recorded mail, e-mail and or "what's app" messenger on the addresses provided by you. If the address is wrong, it will be counted as a fault on your side. As mentioned, if you have any objections to these Terms and Conditions (T&C), you have 14 Days (refer to general terms clause 3) from the receipt of the e-mail or print in post, delivering Terms and Conditions (T&C) to you. Terms and Conditions (T&C) will be delivered to your provided registered address for acceptance or to register your objection with NA Business Management Services (NABMS) t/a Zero One Bookkeepers; otherwise, NA Business Management Services (NABMS) t/a Zero One Bookkeepers has an implied right to consider your acceptance of the NA Business Management Services (NABMS) t/a Zero One Bookkeepers ' Terms and Conditions (T&C).

* 1. Pay as You Earn (RTI)
1. Under a standard Service Level Agreement (SLA), we will only provide you payslips once in a month as monthly Real Time Information (RTI) in e-mail format and to the employer, which is you, not your employees.
2. Under the standard monthly scheme, our monthly cut-off date is the Last Calendar Day of The Month.
3. Our processing period is from 1st to 5th of next month, following the last month.
4. We strictly advise you to let us know any changes between the 28th of the current running month and the 2nd of the following month.
5. Any other Pay as You Earn (PAYE) scheme other than monthly will be subject to a separate Service Level Agreement (SLA).
6. If you/r business will employ someone or more than one, we will advise you to register with HM Revenue & Customs (HMRC) for payroll processing.
7. If you cannot do it, we will do it and register your business for Pay as You Earn (PAYE) in Real-Time Submission (RTI).
8. Once the registration is complete and you will provide us with a copy of your "Employer Reference Number" and "Accounts Office Payment Reference Number", we will start processing your Payroll on your behalf.
9. We will support and guide you for recruitment (limited advice) and appropriate hourly rates, a pro bono service upon request.
10. We will endeavour to provide you with all the relevant payslips for your staff members. It depends on the Service Level Agreement (SLA); how would you want to receive these payslips. Using the post method will be costly for you to deliver all the payslips to your staff individually, as you will be invoiced for the post bill and the service charge. Another way you can have all the payslips is delivered to you directly to your registered office address, or you may prefer to pick them by yourself. Alternatively, via the business e-mail account to you or your employee's accounts, on the proviso, your employee must agree to you for us issuing payslips on your behalf to their e-mail accounts.
11. Together with your payslips, we will calculate Tax and National Insurance contributions and methods of payments to HM Revenue & Customs (HMRC) regarding your outstanding tax liability. You will be ultimately responsible for the payment of your Tax and National Insurance.
12. We will ensure all other deductions have been made in accordance with statutory regulations, e.g. student loans, Construction Industry Scheme (CIS), fines, Earning order attachments, government deductions, etc.; for this purpose, you should provide all the correspondence to us as urgent as you receive them.
13. We will calculate your Employer National Insurance contributions to HM Revenue & Customs (HMRC).
14. We will Calculate annual leave entitlements for all employees, and we will record them on their annual leave register only when you inform us.
15. We will keep the record of your employee/s sickness pay (as informed).
16. We will provide you with all necessary documentation, including P46's, P60's and P45's.
17. We complete all Paye tax returns online annually.
18. If you have any employee for Benefit in Kind, you will be held responsible for providing us with all the information about the employee. If you provide information about the employee for their "BIK" Benefits in Kind (BIK), we can calculate the payable figures for HM Revenue & Customs (HMRC) **P9D/P11D benefits for Directors/officers and employees.** We will prepare P9D/P11D forms for your approval. To ensure these forms are correctly prepared, we will require details of all benefits, perks or reimbursed expenses received by the Directors/officers/employees.
19. There are penalties for the late submission of forms P9D/P11D. To avoid these, you must ensure that we receive complete and accurate details of all benefits and expenses in real-time on your pay frequency.
20. If appropriate, we will notify HM Revenue & Customs (HMRC) about P11, P14, and P35. However, the year-end return will be delivered electronically, and staff members with P45, P60 will be sent in both paper format and electronically, depending on Service Level Agreement (SLA).
21. We will make sure statutory payments when required, e.g. SSP, SMP, SPP, etc., are dealt with only if you inform us about the changes in employee circumstances.
22. We will update and ensure minimum wage hourly rates (where selected) are increased in line with annual and age-related increases but do not release you from your liability to stay up to date about Pay as You Earn (PAYE) changes.
23. We adhere to legal obligations, and confidentially, we store records for five years minimum following data protection rules and regulations adhering to principal 5.
24. We do "Real-Time Submission" filings with HM Revenue & Customs (HMRC) both yearly and monthly whenever it's needed or required.

To enable a complete and accurate service to be provided for Payroll, you will need to:

1. Inform NA Business Management Services (NABMS) t/a Zero One Bookkeepers as soon as an employee resigns or assigns to a new job.
2. Inform NA Business Management Services (NABMS) t/a Zero One Bookkeepers about employee hours, daily, weekly, monthly or yearly package and payment dates.
3. Inform NA Business Management Services (NABMS) t/a Zero One Bookkeepers of any absences relating to sickness, holidays or any other circumstances of their employees.
4. Report any changes in circumstances regarding your employee(s), i.e. employment, status, change of address, change of name, etc.
5. Report any change in personal information, e.g. change of address, change of status, change of name, etc.
6. To start a new employee, below will be required to start the employment.
7. Personal details of all employees

i.e. name, date of birth, start date, pay per hour, NI number, home address, and the data required by HMRC to file payroll returns online, which is known as Real Time Information (RTI)

1. Take all the necessary documents to form the employee, e.g. passport, driving license or a government-issued letter or card.
2. All P45s, or equivalent, received by you.
3. If any casual labour is taken on, you are required to operate P46, or equivalent, procedures. Therefore, completed forms should be provided to us for processing.
4. Notify NA Business Management Services (NABMS) t/a Zero One Bookkeepers of an ill/sick employee who is sick for four or more calendar days, within two weeks, including weekends, bank holidays, etc. This will enable us to operate statutory sick pay for you.
5. If you are other than monthly, then provide us as soon as possible.
6. Notify NA Business Management Services (NABMS) t/a Zero One Bookkeepers of any employee who adopts or becomes pregnant or whose partner adopts or becomes pregnant. This will enable us to operate statutory adoption, maternity, and paternity pay.
7. Provide NA Business Management Services (NABMS) t/a Zero One Bookkeepers with any details of any money or benefits made available to employees by you or by a third party through you.
8. Hours worked rates of pay, bonuses, the amount of any pension deductions (Automatic Enrolment), etc.
9. Notify us of all the employees who join or leave employment at your workplace.
10. Any notice/s and codings from HM Revenue & Customs (HMRC) received by you.

NA Business Management Services (NABMS) t/a Zero One Bookkeepers strongly recommends you make a complete file of all your employees, and if a European and or non-European Union or Non-British worker starts working with you, then get their right to work checked by the Home Office, if you struggle then let us know and we will help you for work check procedures.

 **Subcontractors - Construction Industry Scheme (CIS)**

If we agreed to operate the Construction Industry Scheme for the subcontractors you engage, then for us to do this, we will require the following information from you on a timely basis:

1. Written confirmation that you have checked or 'verified' each new subcontractor with HM Revenue & Customs (HMRC); and
2. Written confirmation states whether HM Revenue & Customs (HMRC) has advised that the subcontractor should be paid net or gross.
3. We will advise on employment status to the best of our ability. However, we cannot give any form of guarantee or assurance that HM Revenue & Customs (HMRC) will not challenge the employment status of one or more of your subcontractors, and we cannot be held responsible for any loss or consequential losses as a result of any action or penalty imposed by HM Revenue & Customs (HMRC). Therefore, it is your sole responsibility to establish the employment status of every one of your subcontractors.
4. With respect to the employment status of subcontractors, we cannot advise. Therefore, we accept no liability if HM Revenue & Customs (HMRC) challenges the employment status of one or more of your subcontractors. Under the new rules, the Construction Industry Scheme (CIS) registration will be terminated if returns are made late or tax is paid late. HM Revenue & Customs (HMRC) has discretion regarding whether to cancel the registration or allow you another chance with penalties and warnings. We cannot be held responsible or liable for any financial loss or consequential financial losses if your Construction Industry Scheme (CIS) registration is cancelled for a late submission. This is because we have not received the necessary information on a timely basis or for any late payments occurring as a result.
5. We have agreed to operate your payroll/P9D/P11D/subcontractors'\* system as detailed above.
6. We can also offer you advice on the following related areas:
7. Returns EAS/FPS/EPS/P60 and reconciliations.
8. Casual labour P46.
9. Subcontractors; benefits for employees and directors.
* Acceptance & Acknowledgement

Refer to General Terms 3. These Terms and Conditions (T&C) are the only way forward for us to accept your appointment. We will send you these Terms and Conditions (T&C) and, if amended at a later stage, then the amended version in recorded mail, e-mail and or "what’s app” messenger on the addresses provided by you. If the address is wrong, it will be counted as a fault on your side. As mentioned, if you have any objections to these Terms and Conditions (T&C), you have 14 Days (refer to general terms clause 3) from the receipt of the e-mail or print in post, delivering Terms and Conditions (T&C) to you. Terms and Conditions (T&C) will be delivered to your provided registered address for acceptance or to register your objection with NA Business Management Services (NABMS) t/a Zero One Bookkeepers otherwise, NA Business Management Services (NABMS) t/a Zero One Bookkeepers has an implied right to consider your acceptance of the NA Business Management Services (NABMS) t/a Zero One Bookkeepers ’ Terms and Conditions (T&C).

* 1. Trusted Management Services (TMS) - (Secretarial Services)

**Trusted Management Services**

* 1. In this service, you appoint NA Business Management Services (NABMS) t/a Zero One Bookkeepers as the corporate secretary for all the legal and compliance affairs with HM Revenue & Customs (HMRC) and Companies House (CH) for your filing and compliance work. This is a monthly pay service and can be terminated or changed at any time. We will be responsible for all the filing and compliance work done in our appointment, from the appointment date to the termination date. Therefore, the time and date of appointment and termination will be crucial.
	2. Along with all the relevant Identities of directors and the company or business itself, we will require a formal letter headed paper, letter or appointment or a formal e-mail from the company's official e-mail address, and formal signatory authority of the company will be requesting us to take the appointment as a company secretary. In the second e-mail (security breach issue) or the first formal paper letter, you must provide us with the company authentication code. This code, the company authentication code, is a crucial element for all the correspondence (electronic filling) with Companies House (CH). In the absence of this code, we will not be able to do any filing using our online platform. Once we have completed our Anti Money Laundering Legislation (AML) checks, we will be appointing us your company secretary in the company house. We will issue you a 1 - Term of Agreement & 2 - Letter of Engagement & Initial Assessment. Now we will ask you to provide us HM Revenue & Customs (HMRC) issued Unique Tax Reference Number (UTR) with other tax reference numbers if and should we need them. We will ask you what you need from us as a company secretary, along with other formal assessments in the initial assessment.
	3. You can revoke the appointment of the company secretary by e-mailing us, we will appreciate it if you provide any reasons as feedback, but you are not bound to do, it is voluntary if you wish to provide. Time and date of appointment and termination will be crucial.
	4. If your company is owned (subsidiary) by a holding company either onshore or offshore, we will require certified colour copies of the tax reference number, national identity cards number and passports of the critical and vital company operative in the company, especially the ones dealing or appoint to deal with NA Business Management Services (NABMS) t/a Zero One Bookkeepers.
	5. If we are appointed to remit the holding company's financial interests from the subsidiary company to their homeland, we will require all the company's financial statements for that year. If we are also appointed to act as an accountant, the remittance provided (transferred to the holding company) will be based on the year's dividends declared to HM Revenue & Customs (HMRC). Remittances are and could be on many bases, in any we need to have the reasons and purpose of money being moved, e.g. if this is the dividends declared to shareholders or if this is the repayment of the loan, principal and or interest with principal or interest only, whatever we will need the written agreement along your written instructions to act.
	6. If we form the company for you, we will ask you at the time of the formation's purpose, and if you appoint us as a company secretary, we will be processing all the relevant instructions on time. This may include, e.g. CS 01, PSC Regulations Register, maintain your shareholder and directors register, dividend register, removal or appointment of director's additional secretaries, change the business and "SAIL" address, minutes of directors meeting and arranging the annual general meetings, communicating and coordinating with your accountants. We will also prepare the meeting notes in memorandum shape and deliver them to all the relevant authorities. In short words, you delegate us all the company secretary work which your ordinary accountants will not do for you. This may include keeping your statutory books and register to hold your Annual General Meeting for shareholders.
	7. We may also provide the registered address or communication address "SAIL" for a quick response to any correspondence from the relevant authorities.
	8. We will keep all the records with us at our registered premises and be available to inspect by directors and shareholders on Five Working Days' notice. We may provide or arrange to provide the documents if a genuine reason for urgency is provided.
	9. We will file your Annual Return (CS 01) within 29 days of your CS 01 due date. Companies House (CH) fees will be payable by you. If you have only registered the company to keep the name, we will file your Dormant Accounts (DCA) together with CS 01.

From April 2016, the most known AR 01 is replaced with a Confirmation statement. This Statement asks for the persons, either human or companies or trusts, of significant control or influence to be disclosed at public registers. As our legal responsibility, we will be disclosing this to the Companies House (CH) as part of the secretarial services appointment.

**Secretarial Services**

* 1. Along with your standard Service Level Agreement (SLA), you will get essential company Secretarial Services, e.g. appointment and removal of directors, change of address etc.; NA Business Management Services (NABMS) t/a Zero One Bookkeepers will not be held responsible for any losses to you because of this unformal Secretarial Services performed for you on pro bono bases.

**Companies Formation**

* 1. NA Business Management Services (NABMS) t/a Zero One Bookkeepers considers and believes this to be the most crucial and essential aspect of your business establishment, development and growth. Your business will be standing on these grounds. Your needed articles of association and memorandum of association will be serving as a constitution, so you need immensely care fullness in designing your constitution. NA Business Management Services (NABMS) t/a Zero One Bookkeepers will help you set up your company after submitting relevant identities of subscribing directors and shareholders, completing our due diligence and then once you have paid for the services. Check [**www.zerooneconsultants.co.uk**](http://www.zerooneconsultants.co.uk) for more guidelines on setting your company up. Once you have signed the company opening form, we will proceed and form your company and complete the necessary tax service registrations. Once the company is opened as per the information provided on the company opening form and the company is opened, then you have to pay for any changes or corrections you may need or want.
* Acceptance & Acknowledgement

Refer to General Terms 3. These Terms and Conditions (T&C) are the only way forward for us to accept your appointment. We will send you these Terms and Conditions (T&C), and if amended at a later stage, then the amended version in recorded mail, e-mail and or “what’s app” messenger on the addresses provided by you. If the address is wrong, it will be counted as a fault on your side. As mentioned, if you have any objections to these Terms and Conditions (T&C), you have 14 Days (refer to general terms clause 3) from the receipt of the e-mail or print in post, delivering Terms and Conditions (T&C) to you. Terms and Conditions (T&C) will be delivered to your provided registered address for acceptance or to register your objection with NA Business Management Services (NABMS) t/a Zero One Bookkeepers ; otherwise, NA Business Management Services (NABMS) t/a Zero One Bookkeepers has an implied right to consider your acceptance of the NA Business Management Services (NABMS) t/a Zero One Bookkeepers ’ Terms and Conditions (T&C).

* 1. Zero Tolerance to Abuse
1. NA Business Management Services (NABMS) t/a Zero One Bookkeepers operate a Zero Tolerance for all its staff either way
2. Over the phone
3. In-person
4. Via a mutual contact
5. In writing, e-mail or post, or in any kind of message app
6. Anyone provides us with evidence
7. Or any other way not limited to aforementioned
8. Our staff's security is of paramount importance for NA Business Management Services (NABMS) t/a Zero One Bookkeepers, and we will not ignore any threat in way or form or shape.
9. If you try to influence or bias our staff work with any act, NA Business Management Services (NABMS) t/a Zero One Bookkeepers will have you reported to all the relevant authorities with all the witness statements and pieces of evidence provided to them.
10. NA Business Management Services (NABMS) t/a Zero One Bookkeepers want to make you aware of the fact we like, want and really want to have an excellent friendly and highly professional client and principal relation with you, but having a desire of such a good relationship, we do urge not to mix our right friendly attitude with any but not limited to the bellows
11. A master and slave relation
12. Working for you as your employee
13. Not to treat our employees as your employees
14. A friend
15. Do not try to treat our employees like your friends
16. A partner in crime
17. A beneficiary of your gains
18. A partner in your benefits
19. Your defender
20. Any rollout of Service Level Agreement (SLA)
21. Unless 64-8 in place, a representative to HM Revenue & Customs (HMRC)
22. Secretary for you or your business affairs
23. A corporate secretary of your company to Company House (CH) without a Service Level Agreement (SLA) in place
24. NA Business Management Services (NABMS) t/a Zero One Bookkeepers want to clear a straightforward command line, "Your Wish Is Our Command" in the legal parameters and within the boundaries defined by the law, and we want to do all that helps to grow your business.
25. We will help you grow your business following all your legal, ethical, acceptable and or do-able instructions.
* We are independent accountants and legally obliged to our regulators, Company House (CH), relevant legal authorities and HM Revenue & Customs (HMRC) and not bound to your desires; any act or information which is suspicious will be reported to all the relevant authorities.

For and behalf of NA Business Management Services (NABMS) t/a Zero One Bookkeepers

Compliance & Corporate Director - F M Sheikh

Faiza Makhmoor Sheikh

19 April 2020

Customer Notes

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