

# Standard Terms of Business

Pyramis Solutions Ltd

## About 'Working Sessions'

A working session is a specific 2hr block of time purchased for the purpose of performing activities as defined prior to the meeting, it will have a clear objective however this may not necessarily be the sole focus or achieved if another priority item emerges just before or during a session.

This time includes any preparation required by Pyramis Solutions Consultants, activity or meetings, either in person or via phone/video conference and any follow-up activity required including email.

It is also at the discretion whether the Pyramis Solutions Consultant accepts the appointment due to availability and travel, this will be discussed prior to any payment request. Travel costs are not included within the 'Working Session' Fee and where reimbursement is required, this will be agreed before the session is confirmed.

The Pyramis Solutions Consultant has the right to cease further work once the session time purchased has been used by the client. As the working session is highly reliant on a diary system, lateness from the client or insufficient notice (as detailed below) will, by default, use the session time booked and/or reduce actual time in the session. Any lost time due to the Consultants circumstances will be returned to the client either by extending the session time or kept in lieu for another date & time as agreed.

All 'Working Sessions' are paid in advance and will only be confirmed as booked once payment has been received unless other payment terms have been agreed by the Consultant involved. Agreed payment terms will be detailed on the invoice.

For packages of sessions, these are not booked until full payment has been received, a confirmation will be provided for each appointment that has been confirmed. Due to the nature of the product, making full payment does not automatically allocate any time or regular date to you, each session will require agreement between client and Consultant.

## Schedule of current standard fees (ex VAT)

Session Package	Standard Price	Start-Up Discount Price*	Notice for Moving Session
1 x 2hr Session	£240.00	£180.00	2 days before Session
3 x 2hr Sessions	£660.00	£495.00	1 day before Session
6 x 2hr Sessions	£1,080.00	£810.00	1 day before Session
FD ½ Day Retainer Fee (3.5hrs)	£395.00	£296.25	3 months**
FD 1 Day Retainer Fee (7.5hrs)	£650.00	£487.50	3 months**

\* Start Up Discount applied for businesses within the first year of trading, and secured for 12-month engagement with Pyramis Solutions, before returning to the standard prices in effect at the time.

\*\* Retainer time is usually scheduled and allocated as a priority, any changes would need time to be reallocated with minimal disruption for all parties involved, which is why a 3-month notice period is required. Changes may be able to be implemented prior to the completion of the notice period but not guaranteed.

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Pyramis Solutions Ltd

## Schedule of Services

Client: [to be complete]

Address/Contact Details: [to be complete]

## Nature of Services at Pyramis Solutions Ltd

Pyramis Solutions is primarily a consultancy that provides Financial Director like services to businesses, mainly focused on the internal knowledge, controls, systems & strategy.

Pyramis Solutions do not provide Public Accountancy Practice Services as defined by the Association of Chartered Certified Accountants (ACCA), below is a general list of services that can be provided and what we do not provide.

Please review closely to check it is the right service to meet your current needs. If further clarification is needed, please do discuss with us further.

Within the Scope of Services	Not Provided at Pyramis Solutions***
✓ Recording of prime data in the accounts system	✗ Personal tax calculation for tax filing purposes
✓ Bank Reconciliations	✗ Final preparation of financial statements
✓ Creditor control monitoring	✗ Annual accounts audit
✓ Design of internal performance measures	✗ Deciding statutory accounting policy
✓ Internal control and data audit	✗ Providing assurance to third parties
✓ Management accounts and reporting	
✓ Administration of payroll	
✓ Financial forecasting	
✓ Funding strategy & resource planning	
✓ Financial strategy & business planning	

\*\*\* We are happy to assist in sourcing and working with an appropriate practice accountant, so please still do discuss with us your needs.

## Service Description

[to be completed after discussion]

## Fees & Invoicing Terms

[To be agreed after discussion further]

## Review Terms

[To be complete].

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## Standard Terms & Conditions

### 1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply to these Terms.

**Contract:** the contract between you and us for the supply of Services in accordance with these Terms.

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, moral rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

**Services:** the services that we are providing to you on these Terms.

**Terms:** the terms and conditions set out in this document.

**writing or written:** includes email.

1.2 The headings do not affect the interpretation of these Terms.

1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.4 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

### 2. Basis of Agreement

2.1 These Terms constitute the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us that is not set out in these Terms.

2.2 These Terms shall become binding on you and us and a contract shall be formed between us upon you instructing us to commence work in relation to the Services (whether in writing, (including by email) or orally), whichever is the earlier.

2.3 These Terms take precedence over any other terms and conditions (including your own terms of business) and any course of dealing or industry practice.

### 3. The Services

3.1 We shall provide the Services with all due care, skill and ability and shall use our reasonable endeavours to meet any timescales set out in Schedule of Services OR the email correspondence between us, but these dates are estimates only and if we fail to meet these dates you shall not have any legal rights in relation to this.

3.2 We shall provide the Services to you as described within the Schedule of Services Section, agreed by email, as agreed in the product briefs provided with these terms and in line with Schedule A: Further Information attached to these terms.

3.3 Standard notice for termination of retainer services is 3 months for the client or by Pyramis Solutions Ltd, this is deemed the minimum amount of time to responsibly assist in the handover of responsibilities, systems and processes to any new service, employee or team.

#### 4. Fees and Booking

4.1 The charges for the Services are as set out in Schedule of Services OR with agreed email correspondence between us.

4.2 Where the Services are provided for a fixed price, the total price for the Services shall be the amount set out in Schedule of Services OR with agreed email correspondence between us

4.3 For Services where fees are payable in one single payment, we will invoice you for the fixed price in advance.

4.4 Where the fees are to be made by a deposit, stage payments or retainers we will invoice you for the deposit in advance and for each stage payment or retainer at the time or at the stage of the project specified in Schedule of Services OR with agreed email correspondence between us

4.5 Where the Services are provided on a time-and-materials basis:

(a) the charges payable for the Services shall be calculated in accordance with our standard hourly or daily fee rates in force at that time;

(b) our daily fee rates are calculated on the basis of a 7.5-hour day worked between 8.00 am and 5.30 pm on weekdays (excluding weekends and public holidays);

(c) we shall be entitled to charge at an overtime rate of 50% of our normal rate for time worked outside the hours referred to in condition 5.4(b) above; and

(d) we will invoice you monthly in arrears unless we have agreed in writing otherwise.

4.6 All charges are stated exclusive of VAT which shall be added to the charges at the applicable rate (where necessary).

4.7 You must pay each of our invoices in full, and in cleared funds by the payment method specified on the invoice, by the due date stated on the invoice.

4.8 Without prejudice to any other right or remedy, if you fail to pay the invoice on the due date, we may:

(a) charge interest on the sum due from the due date for payment at the annual rate of 4% above the base lending rate from time due corresponding with the Metro Bank, accruing on a daily basis and being compounded quarterly until payment is made (whether before or after any court judgment) and you shall pay the interest immediately on our demand; and

(b) suspend all Services until payment has been made in full.

4.9 All fees and charges are stated exclusive of expenses incurred by us. Subject to your prior written consent, you will reimburse us for all training venues, hotels, subsistence, travelling, stationery, materials, postage, other administrative costs and any other ancillary expenses reasonably incurred by us in providing the Services. Such expenses may be invoiced by us at cost at such times as we think appropriate.

## 5. Other activities

Nothing in these Terms shall prevent us from being involved in any way in any other as long as that does not cause us to breach any of our obligations under these Terms.

## 6. Confidential information and our materials

6.1 We acknowledge that we will have access to confidential information about your business, your suppliers and your customers in the course of providing the Services. We shall not use or disclose to any third party any such confidential information, except where we need to in order to properly perform the Services.

6.2 You will keep strictly confidential all information about our business, our suppliers and our customers.

6.3 The restrictions in clauses 6.1 and 6.2 do not apply to:

- (a) any use or disclosure required by law;
- (b) any disclosure authorised by the party who owns the confidential information; or
- (c) any information which is already public knowledge (otherwise than through unauthorised disclosure by the party to whom the information does not relate).

## 7. Data protection

7.1 You consent to our holding and processing data relating to you for legal, personnel, administrative, management and marketing purposes.

7.2 You consent to our making such information available to those who provide products or services to us such as advisers, regulatory authorities, governmental or quasi-governmental organisations and potential purchasers of us or any part of our business.

7.3 You consent to the transfer of such information to our business contacts (such as server hosts) outside the European Economic Area.

## 8. Intellectual property

8.1 We are the owner or the licensee of all Intellectual Property Rights and all other rights in the Services and any materials provided as part of the Services and nothing in these Terms or otherwise shall operate to transfer the ownership of the Intellectual Property Rights in the Services or such materials.

8.2 You grant to us a non-exclusive perpetual, worldwide, royalty-free licence to use all or any of your Intellectual Property Rights in any materials or content you submit to us.

8.3 You acknowledge that, where we do not own any of the materials or content which we submit to you, your use of rights in such materials or content is conditional on our obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle us to license such rights to you.

## 9. Termination

9.1 Notwithstanding the provisions of clauses 2 & 3.3, we may terminate this Contract on 3 months' notice for any reason with no liability to provide any further services to you.

9.2 You may terminate this Contract if we commit any serious or repeated breach or non-observance of any of the provisions of this Contract and such breach is not remedied within 14 days of notification of the breach.

9.3 Notwithstanding the provisions of clause 2 or clause 9.1, we may terminate this Contract with immediate effect with no liability to provide any further services to you if at any time:

- (a) you fail to make a payment when due and payable under this Contract;
- (b) you commit any gross misconduct affecting our business;
- (c) you commit any serious or repeated breach or non-observance of any of the provisions of this Contract;
- (d) you are convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);
- (e) you commit any fraud or dishonesty or carry out business or otherwise act in any manner which in our opinion brings or is likely to bring us into disrepute or is materially adverse to our interests.
- (f) an order is made or a resolution is passed for your winding up;
- (g) an order is made for the appointment of an administrator to manage your affairs, business and property;
- (h) a receiver is appointed of any of your assets or undertaking; or
- (i) you make any arrangement or composition with your creditors or become bankrupt; or
- (j) you cease or threaten to cease, to trade.

9.4 Our rights under this clause 9 are without prejudice to any other rights that we might have at law to terminate the Contract. Any delay by us in exercising our rights to terminate shall not constitute a waiver of these rights.

9.5 We shall not be obliged to retain documents and information relating to you after the termination of this Contract.

## 10. Obligations on termination

On termination of this Contract, you shall immediately pay to us any unpaid fees or other sums payable under this Contract. Termination will not affect either of our outstanding rights or duties, including our right to recover from you any money you owe us under these Terms.

## 11. Status

Our relationship to you will be that of an independent contractor and nothing in these Terms shall make us your employee, worker, agent or partner.

## 12. Limitation of Liability

12.1 Other than (i) liability for death or personal injury to any person caused by our negligence, (ii) liability for any fraud or fraudulent misrepresentation made by us or (iii) liability for any other matter which we may not legally exclude or limit, we exclude all liability for any loss or damage suffered by you resulting from the Contract (including all consequential loss or damage howsoever caused and whether or not this was in your or our reasonable contemplation and including any loss or damage suffered by you as a result of advice or opinions given by us or by any of our employees, agents, consultants or subcontractors).

We will not accept liability if you act on advice given by us on an earlier occasion without first confirming with us that the advice is still good and not affected by any subsequent changes in the law or your circumstances.

We will not accept liability for losses arising from changes in the law or the interpretation thereof that are first published after the date on which the advice is given.

We will not accept liability for any loss suffered by you or any third party as a result of our compliance with the Anti Money Laundering Legislation or any such legislation.

12.2 In the event that we are found liable to you for any loss or damage, this liability shall be limited to the amount of any fees you paid to us in accordance with these Terms in the 12 months preceding the date on which any claim is made.

12.3 If we are prevented from or delayed in performing our obligations by your act or omission or by any circumstance outside of our control, we shall not be liable for any costs, charges or losses incurred by you that arise from such prevention or delay.

12.4 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Terms.

12.5 This clause 12 shall survive termination of the Contract.

## 13. Notices

All notices sent by you to us must be sent to PYRAMIS SOLUTIONS LTD, FUTURE SPACE, UWE NORTH GATE, FILTON ROAD, BRISTOL, BS34 8RB or by email to VICKI.LAMCH@PYRAMISSOLUTIONS.CO.UK. We may give notice to you at either the e-mail or postal address you provided to us. Notice will be deemed received and properly served 24 hours after an e-mail is sent or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that the e-mail was sent to the specified e-mail address of the addressee.



## 14. Assignment and subcontracting

14.1 We may at any time assign, transfer, subcontract or deal in any other manner with all or any of our rights under these Terms.

14.2 You shall not, without our prior written consent, assign, transfer, subcontract or deal in any other manner with all or any of your rights or obligations under these Terms.

## 15. General

15.1 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

15.2 If we delay in exercising any rights under these Terms or by law, that shall not constitute a waiver of such right or prevent us from exercising that right at a later date.

15.3 We may vary these Terms at any time (other than in relation to the fee to be charged).

15.4 A person who is not a party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

15.5 These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by English law and we both agree to the exclusive jurisdiction of the English courts.

## Client Agreement

I/We\* confirm that I/we\* have read and understood the contents of this document and agree that it accurately reflects the services that I/we\* have instructed you to provide on behalf of the company/business/organisation named.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

PRINT: \_\_\_\_\_

Position: \_\_\_\_\_

Terms Provided on behalf of Pyramis Solutions Ltd By:

Vicki Lamch, Director, Pyramis Solutions Ltd; [dated]

## Privacy Statement

By signing below, you explicitly consent to us processing the personal data you have included in this form in accordance with our Privacy Policy that is set out overleaf.

We may from time to time send you details of our goods or services that we feel may interest you, including promotional offers and referral scheme bonuses by email or post. You may opt out of receiving such communications at any time.

If you would **NOT** like to receive such offers, please tick below:

- |                                  |                                       |
|----------------------------------|---------------------------------------|
| <input type="checkbox"/> by post | <input type="checkbox"/> by email     |
| <input type="checkbox"/> by text | <input type="checkbox"/> by telephone |

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

PRINT: \_\_\_\_\_

Position: \_\_\_\_\_

## Privacy Notice

### 1. How we use your personal data

We are committed to protecting your personal data.

There are a number of data sources we may collect in the course of providing the services requested of Pyramis Solutions Ltd.

#### **Contact Data**

You contact details and business details will be collected by forms or correspondence at the service set up the stage and then to maintain contact during the delivery of service.

#### **'Know Your Customer' Data**

For services that are beyond consultancy advice, where Pyramis Solutions may be required to provide some processing of accounts, it is a requirement for us to perform a 'Know Your Customer' assessment for Anti-money Laundering purposes, this includes understanding the identification of people with significant influence within the business, financial involvement and ownership details of businesses/organisations and activities of those organisations.

Any data gathered remains strictly confidential unless Pyramis Solutions assesses that the activities uncovered are required reporting to the relevant authorities (as per Terms of Business).

We will use your sensitive personal data (that is the data you completed with 'Client Details' form for the purposes of providing our services to you or if we need to comply with a legal obligation. Our legal ground of processing this data is your explicit consent

#### **Business & Financial Data**

To provide the best advice, some historical information will be requested with regards to the business structure, ownership, financial performance and position.

This data will be requested and provided by yourself or can be obtained through the public domain via Credit Referencing Agencies or Companies House/Charity Commission.

We will use your non-sensitive personal data to (i) register you as a new client, (ii) manage payment, (iii) collect and recover monies owed to us (iv) to manage our relationship with you, (v) send you details of our goods and services.

Our legal grounds for processing your data are in relation to points (i) to (iv) above are for performance of a contract with you and in relation to (iii) and (v) above, necessary for our legitimate interests to develop our products/services and grow our business and to recover monies owed.

We will not share your details with third parties for marketing purposes except with your express consent.

In certain circumstances, you can ask us to delete your data. See the section entitled 'your rights' below for more information.

We may anonymise your personal data (so that you can no longer be identified from such data) for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

## 2. Disclosure of your personal data

We may have to share your personal data with (i) service providers who provide IT and system administration support, (ii) professional advisors including lawyers, bankers, auditors and insurers (iii) HMRC and other regulatory authorities and/or (iv) third parties to whom we sell, transfer or merge parts of our business or our assets

We require all of these third parties to whom we transfer your data to respect the security of your personal data and to treat it in accordance with the law. They are only allowed to process your personal data on our instructions.

In relation to a Subject Access Right request, you may request that we inform you of the data we hold about you and how we process it. We will not charge a fee for responding to this request unless your request is clearly unfounded, repetitive or excessive in which case we may charge a reasonable fee or decline to respond.

We will, in most cases, reply within one month of the date of the request unless your request is complex or you have made a large number of requests in which case we will notify you of any delay and will in any event reply within 3 months.

If you wish to make a Subject Access Request, please send the request to PYRAMIS SOLUTIONS LTD or email CUSTOMERDATA@PYRAMISSOLUTIONS.CO.UK marked for the attention of the Data Compliance Officer.

## 3. International transfers

Some of our third-party providers are businesses outside of the EEA in countries which do not always offer the same levels of protection for your personal data. We do our best to ensure a similar degree of security by ensuring that contracts, code of conduct or certification are in place which gives your personal data the same protection it has within Europe. If we are not able to do so, we will request your explicit consent to the transfer and you can withdraw this consent at any time.

## 4. Data security

We have put in place security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. We also limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know such data. They will only process your personal data on our instructions and are subject to a duty of confidentiality. We have put in place procedures to deal with any suspected personal data breaches and will notify you and any applicable regulator where we are legally required to do so.

## 5. Data retention

We will only keep your personal data for as long as is necessary to fulfil the purposes for which we collected it. We may retain your data to satisfy any legal, accounting, or reporting requirements so, for example, we need to keep certain information about you for 6 years after you cease to be a client for tax purposes.

You have the right to ask us to delete the personal data we hold about you in certain circumstances. See section 6 below.

## 6. Your rights

You are able to exercise certain rights in relation to your personal data that we process. These are set out in more detail at <https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/>

## 7. Keeping your data up to date

We have a duty to keep your personal data up to date and accurate so from time to time we will contact you to ask you to confirm that your personal data is still accurate and up to date.

If there are any changes to your personal data (such as a change of address) please let us know as soon as possible by writing to or emailing the addresses set out in section 2 above.

## 8. Complaints

We are committed to protecting your personal data but if for some reason you are not happy with any aspect of how we collect and use your data, you have the right to complain to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues ([www.ico.org.uk](http://www.ico.org.uk)).

We should be grateful if you would contact us first if you do have a complaint so that we can try to resolve it for you.

## Schedule A: Further Information

### Basis of Fees

Our fees are either per agreed package or calculated on the basis of time spent on your affairs and the responsibility and skill involved to perform such tasks. The rate of charging has been agreed and our current standard rates are available separately by request at any time. Any specific terms around the frequency of billing have also been agreed in advance and will be detailed on your schedule of services document.

Pyramis Solutions reserves the right to review our standard rates at least annually if there are any changes to the current rates agreed; the client will be notified 3 months in advance of the changes taking effect.

Unless specifically agreed, payment is due in advance and invoices are due upon receipt.

### Anti-Money Laundering Legislation

All accountants must comply with the 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.

Before we accept your instructions, we may need to obtain 'satisfactory evidence' to confirm your identity. In certain circumstances, we may need to obtain evidence confirming 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 such evidence after we have begun to act on your instructions.

We assume that our clients are honest and law abiding. However, if at any time, there appear to be grounds to suspect that your instructions relate to 'criminal property', we are obliged to make a report to the Serious Organised Crime Agency (SOCA), but we are prohibited from telling you that we have done so.

### Client Monies

Pyramis Solutions do not hold any client monies, we also do not collect or pay money out from any account owned or managed by Pyramis Solutions on behalf of our clients, all transactions remain in the client's own account and they have ultimate control.

### Ownership of Records

The standard contract for our book-keeping service expects you to have both ownership and control of your own records; Pyramis Solutions will use your existing systems. Alternatively, if no system is in place or requires improvement, Pyramis Solutions is familiar with cloud-based applications and can be added as a guest collaborator/administrator/user to maintain the book-keeping, again this is still controlled by the client.

## File Destruction

Whilst certain documents may legally belong to you, if they have been provided to us and are not required to be returned, unless you tell us not to, we intend to destroy correspondence and other papers that we store when they are more than seven years old, other than documents which we think may be of continuing significance. If you require the retention of any document, you must notify us of that fact in writing.

## Client Relations

We are committed to providing a high standard of client service. If you have any ideas as to how our service to you could be improved, or if you are dissatisfied with the service you are receiving, please let us know. In the event that you have a complaint, we will look into this carefully and promptly and do all we can to explain the position to you or address your concerns. In the unlikely event that you are not satisfied with our response, you may make a complaint to the Association of Accounting Technicians. We will provide you with their contact details on request.

## Third Parties & Confidentiality

All accounts, statements and reports prepared by us are for exclusive use within your business only, and not for use as a third party reporting without your further processing.

All work prepared by us and any discussion between us will be treated with the strictest confidentiality. The only acceptable break in confidentiality will be deemed required by law such as Anti Money Laundering Legislation previously mentioned.