



Beany UK Terms and Conditions

1 Introduction

- 1.1 These terms and conditions (**Terms**) are entered into between **Beany UK Limited**, a company registered in England and Wales with company number 13961812 (**we, us or our**) and the person(s) or entity to which the Services and Platform are being provided (**you or your**), together the **Parties** and each a **Party**.
- 1.2 We provide a cloud-based platform called Beany (Platform), where you can purchase a Package of the Website Services or optional Additional Services (together, the Services).
- 1.3 If you are using the Platform on behalf of your employer or a business entity, you, in your individual capacity, represent and warrant that you are authorised to act on behalf of your employer or the business entity and to bind the entity and the entity's personnel to these Terms.

2 Acceptance and Platform Licence

- 2.1 You accept these Terms by accepting these Terms on the Platform.
- 2.2 We may amend these Terms at any time, effective from the posting of modified terms and conditions on the Site (**Changes**). We will make every effort to communicate the Changes to you by email or via the Platform. You should ensure that you are regularly reviewing and staying informed about the current terms and conditions on our Website. Any Changes made to the Terms will come into effect on renewal of your Package.
- 2.3 Subject to your compliance with these Terms, we grant you and your personnel that you grant access to your Account (**Authorised Parties**) a limited commercial, non-exclusive, royalty-free, revocable, worldwide, non-transferable licence to use our Platform in accordance with these Terms. All other uses are prohibited without our prior written consent.
- 2.4 When using the Platform or the Services, you and your Authorised Parties must not do or attempt to do anything that is unlawful or inappropriate, including:
 - (a) anything that would constitute a breach of an individual's privacy (including uploading private or personal information without an individual's consent) or any other legal rights;
 - (b) using the Platform to defame, harass, threaten, menace or offend any person, including using the Platform to send unsolicited electronic messages;
 - (c) tampering with or modifying the Platform (including by transmitting viruses and using trojan horses);
 - (d) using data mining, robots, screen scraping or similar data gathering and extraction tools on the Platform; or
 - (e) facilitating or assisting a third party to do any of the above acts.

3 Platform

- 3.1 We agree to use our best endeavours to make the Platform available at all times. However, from time to time we may perform reasonable scheduled and emergency maintenance, and the Platform may be unavailable during the times we are performing such maintenance.
- 3.2 We may, from time to time, set a limit on the number or size of files you upload to our Platform.
- 3.3 Should you be unable to access the Platform, or should you have any other questions or issues impacting on your use and enjoyment of the Platform or Services, you must place a request via the help desk, over the phone or via email. We will endeavour to respond to any support requests in a reasonable period.

4 Accounts

- 4.1 You must register on the Platform and create an account (**Account**) to access the Platform's features.
- 4.2 You must provide basic information when registering for an Account including your business name, contact name, phone number and email address and you must choose a password.
- 4.3 You must also provide additional information during our onboarding process including your Unique Tax Reference (individual and company), National Insurance Number, registered company number (where applicable), date of birth and a completed authority to act declaration. You may also be required to provide a VAT certificate and your organisation's PAYE numbers in some cases.
- 4.4 You agree to provide and maintain up to date information in your Account and to not share your Account password with any other person (other than with your Authorised Parties),
- 4.5 You are responsible for keeping your Account details and your username and password confidential and you will be liable for all activity on your Account, including purchases made using your Account details, and any activity from Authorised Parties. You agree to immediately notify us of any unauthorised use of your Account.
- 4.6 You are responsible and liable for the acts or omissions of your Authorised Parties or any one in your organisation's use of your Account. When you create an Account, you must also select a package of services (**Package**). You may choose between different tiers of Packages as set out on our Platform. You can also add on optional extras at any time, as set out on our

Site, for an additional fee (**Add-On Services**).

5 Services

- 5.1 In consideration for your payment of the Fees, we agree to provide you with access to the Platform, your Package and, as applicable, any Add-On Services, as set out in your Account.
- 5.2 We will provide you with:
- (a) the name and registration number of the specific individual or entity who will provide the Services; and
 - (b) a scope of work output within a reasonable period, considering the context of the Services.
- 5.3 Within each 12-month period, a Package includes one set of financial statements and tax returns for a given financial year. Where you sign up for a Package less than 2 months before the deadline to file your financial statements and tax returns or after the deadline has passed, we reserve the right to require you to pay the Package Fees in full upfront. In our discretion, we may apply a discount to the payment of Fees upfront.
- 5.4 In the event that you require:
- (a) a second set within that 12-month period for the current financial year, you may request an additional Package. We will notify you that you are agreeing to purchase another 12-month Package. This 12-month Package will commence from the end of the previous one; or
 - (b) a second set within that 12-month period for any historical period (predating the year that we are contracted for), this will be treated as a separate service. You will be required to pay for this service in full, upfront, and it will not be part of the regular 12-month Package.
- 5.5 Unless otherwise specified, audit and assurance or review are not included in the Services.
- 5.6 We will provide the Services in accordance with Generally Accepted Accounting Practice in the UK (**UK GAAP**). Other than for exempt companies, these are general purpose reports and must be prepared in accordance with FRS 105 (for micro entities) and FRS 102 1A (for small entities) and UK GAAP.

6 Third Party Products

- 6.1 You agree that we may facilitate, on your instructions, the interface, or interoperation of, the Services with any third party software or service with which you instruct us to integrate, interface or interoperate with the Services (for example, Xero) (**Third Party Product**).
- 6.2 To the extent that you choose to use any Third Party Products in conjunction with the Services, you are solely responsible for:
- (a) complying with the requirements of;
 - (b) complying with the applicable licensing obligations of; and
 - (c) all data submitted
- to, any such Third Party Product.
- 6.3 Where you have a direct relationship with the Third Party Product, you are also responsible for any applicable purchases of such Third Party Product.
- 6.4 Where we facilitate the purchase of Xero, we charge the industry standard commission for all Xero software, as agreed with Xero and paid by them. We will notify you of the applicable charge when you purchase the relevant Add-On Service, as set out on the Platform or in the relevant quote.
- 6.5 If you integrate your Account or login with a Third Party Product, this will allow an exchange, transmission, modification or removal of data between us and the Third Party Product, including, Your Data, the scope of which is determined by the applicable actions set by such integration.
- 6.6 You understand and agree that you are solely responsible for ensuring the interface of, or interoperation of, the Services with your Third Party Product and the extraction and receipt of any of Your Data is legally and contractually permitted (including with respect to Privacy Laws).
- 6.7 You agree that the benefit of any Third Party Product's interface, or interoperation with, the Services, is subject to your compliance with this clause and that we have no Liability to you (including for any loss of access to data or corruption of data) if any Third Party Product withdraws your access to their services or withdraws their services from integration with our Services.
- 6.8 We have no control over the conduct of Third Party Product, including how they handle your data or the cancellation of their services.
- 6.9 Despite anything to the contrary, to the maximum extent permitted by law, we will not be liable for, and you waive and release us from and against, any Liability, caused or contributed to by, arising from or connected with any Third Party Products.

7 Authorised Parties

- 7.1 If set out in your Account, you may be permitted to invite a number of users to the Platform, who will be permitted to access and use the Platform under your Account (**Authorised Parties**). We agree to provide you with the number of Authorised Parties as set out in your Account.
- 7.2 The Authorised Parties will have permission to access certain features of the Platform and your Account, as detailed in your Account and you may adjust these permission settings in your Account.
- 7.3 You will ensure that each Authorised Party complies with these Terms. You are responsible and liable for the acts or omissions of your Authorised Parties.

8 Packages and Add-Ons

- 8.1 You may purchase a Package by paying the Package fees outlined on the Platform (**Package Fees**) split into 12 equal payments over a 12 month period, billed in advance on a monthly basis or some other recurring interval disclosed to you prior to your payment of the Fees (**Billing Cycle**). Unless otherwise stated, our Packages all have a 12 month minimum term. We will send you an email notification at least 14 days before your Package is due for renewal, informing you of the upcoming automatic renewal and any changes to the Fees.
- 8.2 Unless the Services are suspended or terminated in accordance with these Terms, or you otherwise cancel these Terms in accordance with our 'cancellation' clause, your access to your Package will roll over on an ongoing annual basis commencing on the date you first signed up for a Package.
- 8.3 You may also purchase Add-On Services through your Account by paying the relevant Add-On Services fee as outlined on the Platform, or by contacting us and agree to a quote with us (**Add-On Services Fees**) by the date specified on the Platform or in the quote to benefit from the Add-On Services. Unless the Add-On Services are suspended or terminated in accordance with these Terms or are specified as a one off payment, your access to the Add-On Services will roll over on an ongoing basis (either monthly, quarterly or annually) as set out on the Platform, and you will be charged the Add-On Services Fees on a monthly basis.
- 8.4 The Package Fees and Add-On Services Fees are together called the **Fees**.
- 8.5 The payment methods we offer for the Fees are set out on the Platform. Unless otherwise stated on the Platform, VAT and other taxes and duties relating to the supply of Services to you are not included in the Fees and shall be payable by you in addition to the Fees.
- 8.6 We may offer payment through our third-party provider Stripe.
- 8.7 You must not pay, or attempt to pay, the Fees by fraudulent or unlawful means. If you make a payment by debit card or credit card, you warrant that you are authorised to use the debit card or credit card to make the payment. If payment is made by direct debit, by providing your bank account details and accepting these Terms, you authorise our nominated third party payment processor to debit your account in accordance with these Terms and you certify that you are either an account holder or an authorised signatory on the account for which you provide details.

Late Payments:

- 8.8 If payment is not received within 10 days of your monthly payment date, interest may be charged at the rate of 10% per annum, such interest to be calculated on a daily basis from the date payment was due until the date on which payment of the overdue amount (including interest) is made in full.
- 8.9 We reserve the right to suspend delivery of any Services or your Account if the Fees have not been paid by you in accordance with these Terms.

Changes to your Package:

- 8.10 Subject to the terms of these Terms, you cannot make changes to your core Package during the minimum term of each Package, however you may add and remove Add-on Services during this time. The removal of an Add-On Services will come into effect at the end of the relevant minimum term of that Add-On Services. You may change your Package before it renews for another year on the Platform, or by contacting us by email at support@beany.uk to discuss further.
- 8.11 If you wish to change your Package (for example, by upgrading or downgrading to a different Package tier), you must provide notice and/or evidence to us via email to support@beany.uk that you wish to vary your Package before the end of the minimum term of your Package. If we agree to vary your Package, the increased or decreased Fees will apply at the start of your next Billing Cycle.
- 8.12 The Fees are only refundable and cancellable in accordance with these Terms.
- 8.13 We may need to change what is available as part of your Package (for example, the inclusions, exclusions, updated features) from time to time. If we change what is available as part of your Package, we will provide you with at least 30 days' notice of the change. After the notice period has lapsed, we will apply the changes to your Package. If the changes adversely affect your enjoyment of the Package, you may cancel your Package with effect from the date we apply the changes to your Package by providing written notice to us. If you cancel your Package, (a) you will no longer be able to use the Platform on and from the date of cancellation, and (b) if you have paid Fees upfront, any unused portion will be held as a credit on your account for future use. We do not offer cash refunds for any unused portion of prepaid Fees.

- 8.14 We may need to change the Fees from time to time, including where, during the course of providing the Services, we determine that your circumstances have changed and a different Package tier applies to you. If we change the Fees or your Package tier, we will provide you with 30 days' notice of the change. After 30 days, we will apply the updated Fee to your Package. If the updated Fee is not acceptable to you, you may cancel your Package in accordance with the 'Cancellations' clause.

9 Our Intellectual Property

- 9.1 You acknowledge and agree that:

- (a) any Intellectual Property or content (including copyright and trademarks) available on the Platform, the Platform itself, and any algorithms or machine learning models used on the Platform (**Our Intellectual Property**) will at all times vest, or remain vested, in us; and
- (b) any Intellectual Property or content produced by us that resulted from our skill and attention (**New Materials**) will at all times vest, or remain vested, in us, except to the extent that the New Materials incorporate Your Data.
- (c) We authorise you to use Our Intellectual Property solely for you to benefit from the Services. You must not exploit Our Intellectual Property for any other purpose, nor allow, aid or facilitate such use by any third party. Use must be limited to Authorised Parties on devices that are controlled or approved by you.

- 9.2 You must not, without our prior written consent:

- (a) copy, in whole or in part, any of Our Intellectual Property;
- (b) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any of Our Intellectual Property to any third party; or
- (c) breach any intellectual property rights connected with the Platform or the Services, including (without limitation) altering or modifying any of Our Intellectual Property, downloading Our Intellectual Property, causing any of Our Intellectual Property to be framed or embedded in another website, or creating derivative works from any of Our Intellectual Property.

- 9.3 We grant you a non-exclusive, revocable, worldwide, non-sublicensable and non-transferable right and licence, to use the New Materials, solely for your use and enjoyment of the Services, as contemplated by this Agreement or as required to fulfil your obligations under any applicable law.

- 9.4 This clause will survive the termination or expiry of these Terms.

10 Your Data

- 10.1 You own all data, information or content you and your Authorised Parties upload into the Platform (**Your Data**).

- 10.2 You grant us a limited licence to copy, transmit, store, backup and/or otherwise access or use Your Data to:

- (a) communicate with you (including to send you information we believe may be of interest to you);
- (b) supply the Platform and Services to you and otherwise perform our obligations under these Terms;
- (c) diagnose problems with the Platform;
- (d) enhance and otherwise modify the Platform;
- (e) perform Analytics;
- (f) develop other services, provided we de-identify Your Data; and
- (g) as reasonably required to perform our obligations under these Terms or under any applicable law.

- 10.3 You agree that you are solely responsible for all of Your Data that you and your Authorised Parties make available on or through the Platform. You represent and warrant that:

- (a) you are either the sole and exclusive owner of Your Data or you have all rights, licences, consents and releases that are necessary to grant to us the rights in Your Data (as contemplated by these Terms); and
- (b) neither Your Data nor the posting, uploading, publication, submission or transmission of Your Data or our use of Your Data on, through or by means of our Platform will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

- 10.4 You acknowledge and agree that we may monitor, analyse and compile statistical and performance information based on and/or related to your use of the Platform, in an aggregated and anonymised format (**Analytics**). You acknowledge and agree that we own all rights in the Analytics, and that we may use the Analytics for our own internal business purposes, provided that the Analytics do not contain any identifying information.

- 10.5 We do not endorse or approve, and are not responsible for, any of Your Data.

- 10.6 You acknowledge and agree that the performance of the Platform and the Services is reliant on the accuracy and completeness of Your Data, and the provision by you of Your Data that is inaccurate or incomplete may affect the

use, output and operation of the Platform or the Services.

10.7 This clause will survive the termination or expiry of these Terms.

11 Obligations and Warranties

11.1 You agree to:

- (a) provide us with accurate and complete information necessary to provide the Services, including for the relevant preparation and compilation of financial statements and income tax and corporation tax returns;
- (b) accept responsibility (and remain responsible) for the reliability, accuracy and completeness of Your Data and any failure to supply us with Your Data, as relevant, including income tax returns;
- (c) accept that each page of any financial statements prepared by us must be read in conjunction with the notes to the financial statements and the accompanying statement of disclaimer; and
- (d) authorise us to communicate with and obtain any further information from the HM Revenue & Customs (HMRC), Companies House or any other third party necessary to provide the Services.
- (e) You represent, warrant and agree that:
 - (f) you will not use our Platform, including Our Intellectual Property, in any way that competes with our business;
 - (g) there are no legal restrictions preventing you from entering into these Terms;
 - (h) you will retain copies of all documentation and information as long as is legally required;
 - (i) any information, advice, material, work and services (including the Services) provided by us under these Terms does not constitute legal, merger, due diligence or risk management advice;
 - (j) our Services are provided for your purposes only, and that we have no Liability for any losses, claims or demands made by any third party in relation to Services provided to you; and
 - (k) all information and documentation that you provide to us in connection with these Terms is true, correct and complete.

Insurance:

11.2 We have effected and maintain professional indemnity insurance as prescribed by law. Our professional indemnity insurer is QBE UK Limited. The territorial coverage is worldwide. If for any reason circumstances arise that may result in a claim to our professional indemnity insurers, you give us your permission to notify them.

Statutory obligations:

- 11.3 We are a member of the Institute of Chartered Accountants in England and Wales (ICAEW) and we will observe and act in accordance with the bye-laws, regulations and code of ethics of the ICAEW and accept instructions to act for you on this basis. In particular you give us authority to correct errors made by HMRC where we become aware of them. We will not be liable for any loss, damage or cost arising from our compliance with statutory or regulatory obligations. The requirements are available at: www.icaew.com/regulations.
- 11.4 As required by the Provision of Services Regulations 2009 (SI 2009/2999) details of our professional registrations can be found at the bottom of these Terms.

Conflicts of interest:

- 11.5 Prior to entering into, and during, the engagement with you, we will use our best endeavours to ensure there is no conflict of interest.
- 11.6 You must immediately advise us if, at any time during the engagement, you become aware of a conflict of interest or a potential conflict of interest.
- 11.7 If a conflict of interest or a potential conflict of interest arises, we will notify you and we will take appropriate steps to resolve the conflict, as permitted by law. In resolving the conflict, we will be guided by the Code of Ethics of the Institute of Chartered Accountants in England and Wales which can be viewed at www.icaew.com/regulations.

Proof of Identification Checks:

11.8 We are required by the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2017 to:

- (a) maintain identification procedures for clients and beneficial owners of clients;
- (b) maintain records of identification evidence and the work undertaken for our clients client; and
- (c) report, in accordance with the relevant legislation and regulations,

and may therefore be required to request information and documentation from you to conduct a "Proof of Identity" check and/or make searches of appropriate databases. We may also use electronic checks as part of our identification procedures (and confirm that such checks are not credit checks). You agree to comply with this process and warrant that you will supply all necessary information and that information will be true, complete and correct.

- 11.9 The offence of money laundering includes concealing, converting, using or possessing the benefits of any activity that constitutes a criminal offence in the United Kingdom. It also includes involvement in any arrangement that facilitates the acquisition, retention, use or control of such a benefit. This definition is very wide and includes crimes such as (but not limited to) deliberate tax evasion, deliberate failure to inform the tax authorities of known underpayments or excessive repayments, fraudulent claiming of benefits or grants, or obtaining a contract through bribery.
- 11.10 We are obliged by law to report any instances of money laundering to the National Crime Agency (NCA) without your knowledge or consent and in the strictest confidence. In consequence, we or our Personnel may not enter into any correspondence or discussions with you regarding such matters.
- 11.11 We are not required to undertake work for the sole purpose of identifying suspicions of money laundering. We shall fulfil our obligations under the Proceeds of Crime Act 2002 in accordance with the guidance published by the Consultative Committee of Accountancy Bodies.

Quality Control:

- 11.12 As part of our ongoing commitment to provide a quality service, our files are periodically reviewed by an independent regulatory or quality control body. These reviewers are highly experienced professionals and are bound by the same rules of confidentiality as our principals and staff.
- 11.13 When dealing with HMRC on your behalf we are required to be honest and to take reasonable care to ensure that your returns are correct. To enable us to do this, you are required to be honest with us and to provide us with all necessary information in a timely manner. For more information about 'Your Charter' for your dealings with HMRC, visit gov.uk/government/publications/your-charter. To the best of our abilities, we will ensure that HMRC meet their side of the Charter in their dealings with you.

Retention of files:

- 11.14 We are responsible for maintaining records of the Services for a period of:
- (a) 6 years from the end of the last accounting period for companies, limited liability partnerships and other corporate entities; and
 - (b) for individuals, trustees and partnerships with trading or rental income, 5 years and 10 months after the end of the tax year, and otherwise 22 months after the end of the tax year,
- unless otherwise required by law. Although certain documents may legally belong to you, we may destroy correspondence and other papers that we store electronically or otherwise that are more than 7 years old, except documents we think may be of continuing significance. You must tell us if you wish us to keep any document for any longer period.

General:

- 11.15 We have a duty to act in your best interests, except where this duty is inconsistent with our other duty to act in the public interest.
- 11.16 We will use our best endeavours to:
- (a) understand your requirements;
 - (b) provide the Services with reasonable skill and care in accordance with our obligations;
 - (c) document sufficient and appropriate records of any Services performed; and
 - (d) provide the Services confidentially and in a proper and professional manner.

Exclusions:

- 11.17 We do not provide any warranty and will not be liable for or responsible for:
- (a) any error or omission in Your Data;
 - (b) audit, review, verification or assurance of the accuracy or completeness Your Data;
 - (c) detection of any error or fraud; and
 - (d) weaknesses in your internal accounting system, errors, illegal acts or other irregularities, including non-compliance with laws and regulations.

12 Confidential Information

- 12.1 Each Receiving Party agrees:
- (a) not to disclose the Confidential Information of the Disclosing Party to any third party;
 - (b) to use all reasonable endeavours to protect the Confidential Information of the Disclosing Party from any unauthorised disclosure; and
 - (c) to only use the Confidential Information of the Disclosing Party for the purposes for which it was disclosed or

provided by the Disclosing Party, and not for any other purpose.

12.2 The obligations in clause 12.1 do not apply to Confidential Information that:

- (a) is required to be disclosed in order for the Parties to comply with their obligations under these Terms;
- (b) is authorised to be disclosed by the Disclosing Party;
- (c) is in the public domain and/or is no longer confidential, except as a result of a breach of these Terms; or
- (d) must be disclosed by Law or by a regulatory authority, including under subpoena.

12.3 Each Party agrees that monetary damages may not be an adequate remedy for a breach of this clause 12. A Party is entitled to seek an injunction, or any other remedy available at law or in equity, at its discretion, to protect itself from a breach (or continuing breach) of this clause 12.

13 Liability

13.1 Neither Party may benefit from the limitations and exclusions set out in this clause 13 in respect of any liability arising from its deliberate default.

13.2 The restrictions on liability in this clause 13 apply to every liability arising under or in connection with this Agreement including liability in statute, contract, equity, tort (including negligence), misrepresentation, restitution, indemnity or otherwise.

13.3 Nothing in this Agreement limits any Liability which cannot legally be limited, including Liability for:

- (a) death or personal injury caused by negligence; and
- (b) fraud or fraudulent misrepresentation.

13.4 Subject to clauses 13.1 (no limitation in respect of deliberate default) and 13.3 (liability which cannot legally be limited), but despite anything to the contrary and where the Scheme does not apply, to the maximum extent permitted by law:

- (a) neither Party will be liable for Consequential Loss;
- (b) each Party's liability for any Liability under these Terms will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party or any of that Party's personnel (including a Party's Authorised Parties), including any failure by that Party to mitigate its losses; and
- (c) our aggregate liability for any Liability arising from or in connection with these Terms will be limited to the Fees paid by you in the 12 months immediately preceding the act, event or omission giving rise to the Liability (and where there has been less than 12 months of Fees paid, an amount equal to 12 months of Fees calculated on a pro rata basis having regard to the amount of Fees paid and the period of time).

13.5 This clause will survive the termination or expiry of these Terms.

14 Termination

14.1 **Cancellation:** You may request to cancel the Services at any time by notifying us by email at support@beany.uk. Your cancellation will take effect from the end of the minimum period of your Package as set out in your Account. Any Add-On Services will be cancelled at the same time, and you will not be entitled to any refunds for such services. Where you signed up to an Add-On Service for a minimum term (such as a quarterly service), you will be required to pay us the outstanding fees for the remainder of the minimum term. You acknowledge and agree that charging such fee is a genuine pre-estimate of the loss we may suffer as a result of your cancellation.

14.2 The Services will terminate immediately upon written notice by a Party (**Non-Defaulting Party**) if:

- (a) the other Party (**Defaulting Party**) breaches a material term of these Terms and that breach has not been remedied within 10 Business Days of the Defaulting Party being notified of the breach by the Non-Defaulting Party; or
- (b) the Defaulting Party is unable to pay its debts as they fall due.

14.3 We may terminate these Terms immediately with written notice if we become aware that you are operating your business unlawfully, and you do not remedy such issue within 14 days of being notified by us, including where:

- (a) we become aware that you have a large number of overdue tax returns which you have not co-operated with us to get filed; and/or
- (b) you have debts with HMRC (i.e. you have not been paying your tax liabilities for some time) and you do not heed our advice in setting up payment plans or remedying the problem.

14.4 Should we suspect that you are in breach of these Terms, we may suspend your access to the Platform while we investigate the suspected breach.

14.5 Upon expiry or termination of these Terms:

- (a) we will remove your access to the Platform;

- (b) you acknowledge and agree that any payments made by you to us are not refundable to you; and
- (c) where we terminate the Services as a result of your unrectified default, you also agree to pay us our reasonable additional costs directly arising from such termination, including recovery fees.

14.6 Where termination is due to your breach of these Terms, there shall be no reimbursement or credit provided for any unused Fees.

14.7 Termination of these Terms will not affect any rights or liabilities that a Party has accrued under these Terms.

14.8 This clause will survive the termination or expiry of these Terms.

15 General

15.1 **Assignment:** Subject to the below clause, a Party must not assign or deal with the whole or any part of its rights or obligations under these Terms without the prior written consent of the other Party (such consent is not to be unreasonably withheld).

15.2 **Assignment of Debt:** You agree that we may assign or transfer any debt owed by you to us, arising under or in connection with these Terms, to a debt collector, debt collection agency, or other third party.

15.3 **Contracts (Rights of Third Parties) Act 1999:** Notwithstanding any other provision of this Agreement, nothing in this Agreement confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it.

15.4 **Disputes:** A Party may not commence court proceedings relating to any dispute, controversy or claim arising from, or in connection with, these Terms (including any question regarding its existence, validity or termination) (**Dispute**) without first meeting with a senior representative of the other Party to seek (in good faith) to resolve the Dispute. If the Parties cannot agree how to resolve the Dispute at that initial meeting, either Party may refer the matter to a mediator. If the Parties cannot agree on who the mediator should be, either Party may ask the Law Society of the United Kingdom to appoint a mediator. The mediator will decide the time, place and rules for mediation. The Parties agree to attend the mediation in good faith, to seek to resolve the Dispute. The costs of the mediation will be shared equally between the Parties. Nothing in this clause will operate to prevent a Party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.

15.5 **Force Majeure:** Neither Party will be liable for any delay or failure to perform their respective obligations under these Terms if such delay or failure is caused or contributed to by a Force Majeure Event, provided the Party seeking to rely on the benefit of this clause, as soon as reasonably practical, notifies the other party in writing about the Force Majeure Event and the extent to which it is unable to perform its obligations and uses reasonable endeavours to minimise the duration and adverse consequences of the Force Majeure Event.

15.6 **Governing law:** These Terms are governed by the laws of England and Wales. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in England and Wales and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.

15.7 **Notices:** Any notice given under these Terms must be in writing addressed to us at the details set out below or to you at the details provided in your Account. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.

15.8 **Privacy:** Each Party agrees to comply with the legal requirements of the Data Protection Act 2018 (**Privacy Laws**). Each Party must not do anything which may cause the other Party to be in breach of any Privacy Laws. We will handle your and your Authorised Parties' personal information in accordance with our Privacy Policy, available at:

<https://www.beany.com/en-gb/privacy-policy> and our Data Processing Agreement, available

https://my.beany.uk/static/BeanyDataProcessingAgreement_UK.pdf. You agree that our Data Processing Agreement is incorporated into these Terms and, on acceptance by you of these Terms, is binding on both Parties.

15.9 **Publicity:** With your prior written consent, you agree that we may advertise or publicise the fact that you are a user of our Platform, including on our website or in our promotional material.

15.10 **Severance:** If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.

15.11 **Third party sites:** The Platform may contain links to websites operated by third parties. Unless we tell you otherwise, we do not control, endorse or approve, and are not responsible for, the content on those websites. We recommend that you make your own investigations with respect to the suitability of those websites. If you purchase goods or services from a third party website linked from the Platform, such third party provides the goods and services to you, not us. We may receive a benefit (which may include a referral fee or a commission) should you visit certain third-party websites via a link on the Platform (**Affiliate Link**) or for featuring certain products or services on the Platform. We will make it clear by notice to you which (if any) products or services we receive a benefit to feature on the Platform, or which (if any) third party links are Affiliate Links.

16 Definitions

16.1 **Confidential Information** includes information which:

- (a) is disclosed to the Receiving Party in connection with these Terms at any time;
- (b) is prepared or produced under or in connection with these Terms at any time;
- (c) relates to the Disclosing Party's business, assets or affairs; or
- (d) relates to the subject matter of, the terms of and/or any transactions contemplated by these Terms,

whether or not such information or documentation is reduced to a tangible form or marked in writing as "confidential", and howsoever the Receiving Party receives that information.

16.2 **Consequential Loss** includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise. The Parties acknowledge and agree that your obligation to pay us the Fees under these Terms will not constitute "Consequential Loss" for the purposes of this definition.

16.3 **Disclosing Party** means the party disclosing Confidential Information to the Receiving Party.

16.4 **Force Majeure Event** means any event or circumstance which is beyond a Party's reasonable control including but not limited to, acts of God including fire, hurricane, typhoon, earthquake, landslide, tsunami, mudslide or other catastrophic natural disaster, civil riot, civil rebellion, revolution, terrorism, insurrection, militarily usurped power, act of sabotage, act of a public enemy, war (whether declared or not) or other like hostilities, ionising radiation, contamination by radioactivity, nuclear, chemical or biological contamination, any widespread illness, quarantine or government sanctioned ordinance or shutdown, pandemic (including COVID-19 and any variations or mutations to this disease or illness) or epidemic.

16.5 **Intellectual Property** means any copyright, registered or unregistered designs, patents or trade marks, business names, get-up, goodwill, domain names, know-how, inventions, processes, trade secrets or Confidential Information, circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing.

16.6 **Liability** means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), misrepresentation, restitution, indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a party to these Terms or otherwise.

16.7 **Receiving Party** means the party receiving Confidential Information from the Disclosing Party.

16.8 **Services** means access to the Platform, the Website Services and any Package and Add-On Services you purchase from us.

16.9 **Website Services** means the services available from the Site, as updated from time to time.

For any questions or notices, please contact us at:

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Professional Registrations: We are registered with the Institute of Chartered Accountants in England and Wales as Chartered Accountants and can be found on the register at <http://find.icaew.com/> using our firm name and location.

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