## **Bookkeeping services agreement**

[Barbara Bookkeepers]

And

[Client name]

This agreement is dated: [date]

It is made between [Barbara Bookkeepers]

Of [address]registered in Ireland, number [ ■ ■ ■ ]. (" ■ ■

■ ■ ")

And [name]

Of [registered office address] a company registered in

Ireland, number  $[\blacksquare \blacksquare \blacksquare \blacksquare]$ .  $(\blacksquare \blacksquare \blacksquare \blacksquare " \blacksquare \blacksquare \blacksquare")$ ,

#### It is now agreed as follows:

#### 1. Definitions

The following definitions apply in this agreement:

"Accounting Application" means a computerised application, accounting

"Confidential Information" means all information obtained or disclosed,

including but not limited to all data, documents,

applications, papers, statements, slips,

programmes, plans and/or any

business/customer information, marketing strategies/plans and any and all other trade secrets, confidential knowledge or information of

either party relating to its business, practices ■ ■

-----

"Intellectual Property" means the Accounting Application together with

all rights that

- - .

"Licence" means the licence granted by [Barbara] to the

Client in the terms of

.....................

"Servi	ices"	means the services to be provided • • • • • • • • • • • • • • • • • •							
"Work	ring Week"								
Inte	rpretation								
In this	agreement unless th	ne context otherwise requires:							
2.1.	J	ender shall include any or all genders and a gular may be interpreted • • • • • • • • • • • • • • • • • • •							
2.2.		ny benefit given by this agreement, a reference to a							
2.3.	•	agraph or schedule is to a paragraph or schedule nless the context • • • • • • • • • • • • • • • • • • •							
2.4.	the headings to the agreement are inser	paragraphs and schedules (if any) to this rted							
2.5.	includes an obligation	ither party not to do or omit to do something on not to allow some							
2.6.		nowledge, information, belief or awareness of any med to include the knowledge, information,							
	•••••	■ ■ .							
2.7.	conflict in meaning bagreement and any	ade only in the English language. If there is any petween the English language version of this version or ••••••••••••••••••••••••••••••••••							
2.8.	•	ement shall create a partnership, agency or other not the parties, other							

2.9. neither party shall have, nor represent that it has, any authority to make any commitment on the **\*\*\* \*\*\***

#### 3. The Services and contract

3.1.		ayments specified and subject to the terms of this agreement, agrees to
	3.1.1	keeping daily records of sales and purchases made ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	3.1.2	keeping daily records of costs associated • • • • • • • • •
	3.1.3	issuing invoices and receipts, as appropriate, for goods ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ;
	3.1.4	completing the paperwork required for returns for value added tax for •••••••••••••••••••••••••••••••••••
	3.1.5	effecting monthly reconciliations of the banking records and
	3.1.6	liaising with the Client, his accountant (if any) and his relevant staff and other contractors / companies, ••••;
	3.1.7	liaising with officials in Revenue Commissioner, as necessary to ensure the ••••••••••••••••••••••••••••••••••
	3.1.8	daily backing up and securing in a fire safe box the ••••
	3.1.9	such other tasks which are generally included in the $\blacksquare \blacksquare \blacksquare \blacksquare$ book - $\blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare$ .
	3.1.10	[more].

OR

3.2. For the payments specified and subject to the terms of this agreement, [Barbara] agrees to undertake the Services listed in the Schedule 2 so

		******************
	3.3.	The Services shall be provided so that the financial records are up to
	3.4.	[Barbara] may enter into multiple contracts similar to this contract with many
4.	The	rate of remuneration and hours to be worked
	4.1.	For the Services, [Barbara] shall be paid a fixed fee ■ ■ ■ € [ ■ ■ ■ ■ ] ■ ■ ■ ■ ■ ■ .
	4.2.	Payment shall be made on or before the third day of $\blacksquare$
	OR	
	4.3.	[Barbara] shall be paid the sums specified in the Schedule 2 upon the Client
	4.4.	The days and hours to be worked in any week shall be agreed between the Client and [Barbara] not
	4.5.	Value added tax is payable in •••••••••.
5.	War	ranties
	5.1.	The Client shall provide accurate, timely and complete data and fully operational systems to [
	5.2.	[Barbara] will provide a competent,
		5.2.1 [name = = = [ = = = ] 's = = = = = = = ];
		5.2.2 [Diploma in book keeping level 3];
		5.2.3 [Accountancy for business level 4];
		5.2.4 [more].

# 6. Confidentiality

6.1.	Both parti	ies are aware and agree that from ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
6.2.	•	undertake for themselves and every employee or sub- r whose services they may use both ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
6.3.	-	rejudice to the generality of the rest of this paragraph, [
		•••••
	••.	
6.4.	-	ty hereby undertakes to the other to make all relevant es, agents and
6.5.		agrees that she will process personal data as required by the rection Act 2018,
	••••	
The	Licence	e
7.1.	The Clien	t acknowledges that [Barbara] owns all right, title
	••••	
7.2.	The Licer	nce is:
	7.2.1	not sub-licensable;
	7.2.2	non-exclusive;

	7.2.3 for a term during which this contract is
	7.2.4 restricted to use
7.3.	The fee for
7.4.	The Client may not allow any other person to
	•••.
7.5.	No express or implied licence of the Accounting
7.6.	The Client may use the Accounting
7.7.	The Client may not represent or
	■.
7.8.	Nothing in this paragraph shall permit disclosure of
7.9.	The Client acknowledges that [Barbara] may use software or other Intellectual Property owned
Lim	itation of liability
8.1.	The following provisions set out [Barbara]'s
	):
	8.1.1 any breach of

	8.1.2	any representation statement or tortious • • • • • • • • • • • • • • • • • • •
8.2.		r omission on [Barbara] 's = = = , = = = = = = = = = = = = = = =
8.3.		's entire liability in respect of any Event of Default shall   12
8.4.	[Barbara] Default fo	shall not be liable to the Client in respect of any Event of or loss of profits goodwill or any
8.5.	If a number	er of Events of Default give rise
<i>OR</i> 8.6.	[[Barbara]	shall obtain insurance against liability for negligence in
Infri	ngemer	nt of rights in the Accounting Application
9.1.	The Clien	t agrees that at all • • • • • • • • • • • • • [ • • • • ]
9.2.	-	a] terminates the • • • • • • • • • • • • • • • • • • •
	9.2.1 9.2.2	immediately stop using the Accounting Application; destroy all copies

		].								
10.	Terr	nination								
	10.1.	Either par	rty may terminate this <b>EEEE EEE EEE EEE EEE EEE EEE EEE EEE</b>							
	10.2.	This contr	ract may be terminated:							
		10.2.1	immediately by [Barbara] if the							
		10.2.2	immediately by either party if the other commits any material breach of any term							
			[30]							
		10.2.3	immediately if either party is declared bankrupt or insolvent; or has taken or							
	10.3.	The termi	nation of this agreement by this							
11.	Misc	cellaned	ous matters							
	11.1.		dment or variation to this agreement							
	11.2.		any time, <b></b>							

At any time if [Barbara] reasonably believes that the Client is using ■ ■

9.3.

11.3.	If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated
11.4.	This agreement contains the entire agreement between the parties and supersedes all previous agreements and
11.5.	No failure or delay by any party to exercise any right,
11.6.	Any communication to be served on either of the parties
	It shall be deemed to have been delivered:
	if delivered = = = = = = : = = = = = = = = = = = =
	if sent by post • • • • • • • • • • • • • • • • • • •
	If sent by e-mail to the address from which the receiving party has last sent e-mail: ••••24••••••••••••••••••••••••••••••••
	, ].
11.7.	In the event of a dispute between the parties to this agreement,

11.8.	In the event of any conflict between any term of this agreement and the
11.9.	So far as the law permits,
	••.
11.10.	The validity, construction and performance of this agreement shall ■ ■

Signed by [personal name] on behalf of [Barbara Bookkeepers]

**Signed by** [Client name] on behalf of [company name] as its / his representative who personally accepts liability for the proper authorisation by [company name] to enter into this agreement.

# **Schedule 1: Description of the Accounting Application**

# **Schedule 2: Description of the Services and fee**

## Schedule 3: Data Protection Act 2018 Compliance

#### 1. Definitions

In this Schedule, ■ ■	In this Schedule,							
<b>= =</b> :								
"Associate"	means any corporate or other form of organisation or any individual							
"the Data Protection Regulations"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 • • • 2016 • •							
	95/46/(-							
" Directive"	means Directive (EU) 2016/680 of the European Parliament and of the Council of 27 April 2016 on the protection of natural							
	2008 / 977 / • • • • .							
"DPC"	means the Data Protection Commission's Office.							
"the Law"	means all or any of: (a) the Act, (b) the Data Protection Regulations, (c) the Data Protection Act 1988, (d) the Data Protection Act 1993, (e) regulations made under the Act (f) Directive.							
" • • • • • • • ", " <sub>1</sub>								

\_\_\_\_\_, ............ 2. **Data Protection** 2.1. ------2.2. ............................... 2.3. ------........................ 2.4. 3. How [Barbara] shall process data [....]........... ............ ............ ------: ....,......; ............ 3.3. ............ ............ .................. 3.4. ..................................... .................................... 

--1's-------------.

3.5.			<b>       </b>   -										
								■ .					
3.6.									 		 	 	
3.0.				•									
							•						
													•
^ <b>-</b>													
3.7.													
		•		,									
	3.7.1								 		 	 	
					,								
	272												
	3.7.2												
									 		 	 <b>-</b> ], ·	
	3.7.3												
													•
		-						-	 		 	 ; ■ 1	
	3.7.4								 		 	 	
		-							 		 	 	
												 ••	
		= 1						-	 	■ ;	 		
	3.7.5								 		 	 	
									 	( ■	 	 	
		= :				).							
3.8.									 		 	 	

	■ ■ ,	,
		[]
	Examp	les of such measures are:
	3.8.1.	the pseudonymisation and encryption of personal data;
	3.8.2.	
	3.8.3.	
3.9.		
	3.9.1.	[ • • • • ] 's • • • • • • • • • • • • • • • • • •
	3.9.2.	
	3.9.3.	
	3.9.4.	
		•••;
3.10		••••••••••••••••••••••••••••••••••••••

•••••	•••••	) = = = = = =	•••••	•••••
				,
3.12. provide reaso	onable assistance	e to the Client	in:	
•				•••••
••••				
■,■■	;			
••••				
		■■■■)■		
4. Post termination				
	-[]			

4.1.3.

5. Warranty and acceptance of liability

5.2.

### Appendix 1 to Schedule 3

## **Data Processing Activities**

What [Barbara] may process in each category

1.	[Barb	ira] shall process this basic personal data
	1.1.	Name;
	1.2.	Address;
	1.3.	Email address;
	1.4.	Telephone number;
	1.5.	Financial details;
	1.6.	;
	1.7.	[ • • • • • • • • • • • • • • • • • • •
2.	[==	•]•••••
	2.1.	
	2.2.	
3.		
	3.1.	[ • • • • ] 's • • • • • • • • • • • • • • • • • •
	3.2.	
4.	Reter	tion period
	4.1.	
		4.1.1. for accounting and taxation purposes;
		4.1.2.
		4.1.3.

4.2.

# **Explanatory notes:**

### **Bookkeeping services agreement**

## **General note:**

1.	Many people who provide an accounting service at any level use some software or spreadsheet "widget" in connection with their client's affairs. That may be a software "plug-in" to third party software or, more likely a spreadsheet application or macro. When the contractual relationship ends, it is all too easy for a client to assume that he has a
2.	The basic law does protect you to some extent, but it is far safer to use this agreement to make clear that you own the copyright in your work, and that your client is a mere licensee. If your client is unhappy •••••••••••••••••••••••••••••••••••
3.	Of course, it is vital to identify what is yours at the outset, no matter
4.	If you have no special software widget to bring to the contract, just ■ ■ ■ ■ ■
5.	For the sake of good order, we point out that this licence has no relevance to third party software. Of course, your
6.	We have used the name "Barbara" for bookkeeper firm throughout the document. It is for reference only. The best way to deal with this is to start by using find/

## Paragraph specific notes:

Notes numbering refers to paragraph numbers.

1. Definitions

	You should first decide on the contents of the document, then return to check what definitions are needed and whether they really
	We have used the term "Accounting Application" to define the software, application you use to help you to provide your accounting service. This is a generic term. The document would read
	By all means use the find/replace function in your word processor to change defined terms. If you do change a defined term, make sure it
	Remember too, that when a word or phrase is defined, the defined meaning capitalised, takes precedence over the   I I I I I I I I I I I I I I I I I I
2.	Interpretation
	Leave these items in place unless there is a good reason to edit or remove.  Each of these items has been carefully considered
3.	The Services and contract
	We have provided a list of services that   I I I I I I I I I I I I I I I I I I
	If the specification of your proposed work is any longer than what we have provided here, it would be best to place it in a
4.	The rate of remuneration and hours to be worked
	We have no comments
5.	Warranties
	It is the basic and sole responsibility of the client ••••••••••••••••••••••••••••••••••••
	We have also provided a place for you to set down the

6.	Confidentiality
	We have included this paragraph because a business has so many secrets which could easily be stolen that some safeguard
	••••••
	Remember to tie up this paragraph with the
7.	The Licence
	If you are not using any software or ••••••••••••••••••••••••••••••••••
	We have given you what we regard as a
8.	Limitation of liability
	We suggest no edits.
9.	Infringement of rights in the Accounting Application
	This paragraph ••••••••••••••••••••••••••••••••••••
10.	Termination
	This paragraph deals with the typical terms of termination
11.	Miscellaneous matters
	A number of <b>— — — — — — . — — — — — — — — — — — — </b>
	Some are relevant to particular paragraphs in the document,

**Schedule 1 Description of the Accounting Application** 

Schedule 2 Description of the Services and fee				
	Provide the details ••••••••••••••••••••••••••••••••••••			
Schedule 3: Data Protection Act 2018 Compliance				
	These paragraphs have been drawn with the greatest of care			
	•••••			
	If in your situation			
	It should not be necessary to incorporate provision for			
	No provision in this section should be edited unless it			
	The final section is a series of lists ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■			

## **End of notes**