Book-keeper terms and conditions

This agreement is dated: [date]

The Book-keeper is: [name]

Of [address] (the "■ ■ ■ - ■ ■ ■ ")

The Client is: [name]

Of [address] (the "Client"), [a company registered ■ ■ ■

---,---[----]

It is now agreed as follows:

1.

Definitions "Accounting Application" means a computerised application, accounting software, online web-based software programme [enter short = = =] = = = = = = = = = = = = 1 . "Confidential Information" means all information about the parties to this agreement, including any information which may give a commercially competitive advantage ■ ■ information about staff, their performance and , data or information relating to suppliers, product plans, marketing strategies, finance, performance, operations, customer ■ ■ ■ , ■ ■ information created or arising from this agreement; information, comment or implication published on "Intellectual Property" means the Accounting Application together with

. .

all rights that $\blacksquare \blacksquare \blacksquare$

"Licence"		means the licence granted by Book-keeper to the Client in the terms of •••••••••••••••••••••••••••••••••••					
"Servi	ices"	means the services to be provided $\blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare$					
"Work	king Week"	means the period beginning on a [Monday = = = = = =].					
Inte	rpretation						
In this	agreement unless the	e context otherwise requires:					
2.1.		ender shall include any or all genders and a ular may be interpreted • • • • • • • • • • • • • • • • • • •					
2.2.	a reference to a paragraph or schedule is to a paragraph or schedule to this agreement unless the context						
2.3.	the headings to the paragraphs and schedules (if any) to this agreement are inserted .						
2.4.	any agreement by either party not to do or omit to do something includes an obligation not to allow some						
2.5.	a reference to the knowledge, information, belief or awareness of any person shall be deemed to include the knowledge, information,						
2.6.		ment shall create a partnership, agency, relationship between the parties, other					
The	Services and c	ontract					
3.1.	For the payments sp	ecified and subject to the terms of this agreement,					

	3.1.1	maintaining agreed financial records on a E E E E E E E E E E E E E 						
	3.1.2	invoicing and payment control;						
	3.1.3	completing and submitting VAT returns;						
	3.1.4	Completing monthly reconciliations of all financial records;						
	3.1.5	maintaining employee PAYE records and submitting to $\blacksquare \blacksquare \blacksquare \blacksquare$						
	3.1.6	Managing the security of all data;						
OR								
3.2.	the Bo	e payments specified and subject to the terms of this agreement, ok-keeper agrees to undertake the Services listed in the ule 2 so as						
3.3.	The Services shall be provided so that the financial records are up to							
Use	of su	b-contractors						
The E	Book-kee	b-contractors eper may perform his obligations under this agreement through sub-						
The E	Book-kee or more s has firs	eper may perform his obligations under this agreement through						
The E	Book-kee or more s has firs	eper may perform his obligations under this agreement through sub- sub- st obtained the written consent of the Client to the name and						
The E	Book-kee or more s has firs identity	eper may perform his obligations under this agreement through sub- sub- st obtained the written consent of the Client to the name and						
The E one of	Book-kee or more s has firs identity I I I	eper may perform his obligations under this agreement through sub- sub- st obtained the written consent of the Client to the name and						
The E one of 4.1.	Book-kee or more s has firs identity 	eper may perform his obligations under this agreement through sub- sub- sub- sub- sub- sub- sub- sub-						

te of remuneration and hours to be worked or the Services, the Book-keeper shall be paid a fixed fee ■ ■ ■ € [■ ■ □ □ ■ ■ ■ ■ ■ ■ . syment shall be made on or before the third day of ■ ■ ■ ■ ■ ■ ■	5. The
syment shall be made on or before the third day of	5.1.
	5.2.
	OR
e Book-keeper shall be paid the sums specified in the Schedule 2 on the B B B B B B B B B B	5.3.
e days and hours to be worked in any week shall be agreed between a Client and the Book-keeper not	5.4.
nties	6. War
e Client shall provide accurate, timely and	6.1.
e Book-••••• • • • • • • • • • • • • • • • •	6.2.
entiality	7. Con
oth parties are aware and agree that from	7.1.
ey now undertake for themselves and every employee or sub-	7.2.

		••••	
	7.4.	-	earty hereby undertakes to the other to make all relevant yees, agents and sub-
		••••	
	7.5.	by the	ook-keeper agrees that he will process personal data as required Data Protection 2018, 3].
8.	The	Licer	ice
	8.1.	The Cl	ient acknowledges that the Book-keeper owns all right, ■ ■ ■ ■
		••••	
	8.2.	The Lie	cence is:
		8.2.1	not sub-licensable nor assignable;
		8.2.2	non-exclusive;
		8.2.3	limited in time to • • • • • • • • • • • • • • • • • •
		8.2.4	restricted to
	8.3.	The fe	e for
	8.4.	The Cl	ient may not allow any other person to
		•••	

Without prejudice to the generality of the rest of this paragraph, the \blacksquare \blacksquare

7.3.

8.5.	No expre	ess or implied licence of the Accounting	
8.6.	The Clier	nt may use the Accounting	
	•••••	I ■ .	
8.7.	The Clier	nt may not represent or	
	■ .		
8.8.	Nothing in	n this paragraph shall permit disclosure of	• • • • • • •
	•••••		■.
8.9.		nt acknowledges that the Book-keeper may use sof ellectual Property owned ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■	
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Lim	itation o	of liability	
Lim 9.1.		of liability wing provisions set out the Book-keeper's ■ ■ ■ ■	(-
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	The follows	wing provisions set out the Book-keeper's ■ ■ ■ ■	
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	The follows 9.1.1 a	wing provisions set out the Book-keeper's	•••
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9.1.	9.1.2 a	wing provisions set out the Book-keeper's any breach of any representation statement or tortious	
9.1.	9.1.2 a Any act o	wing provisions set out the Book-keeper's any breach of any representation statement or tortious or omission on the Book-	
	9.1.2 a Any act o The Book shall	wing provisions set out the Book-keeper's any breach of any representation statement or tortious any representation on the Book- br omission on the Book- k-keeper's entire liability in respect of any Event of	

	9.4.	The Book-keeper shall not be liable to the Client in respect of any Event of Default for loss of profits goodwill or any , , , , , , , , , , , , ,
	9.5.	If a number of Events of Default give rise
10.		ngement of rights in the Accounting Application
	10.1.	The Client agrees that at all
	10.2.	If the Book-keeper terminates • • • • • • • • • • • • • • • • • • •
		10.2.1 immediately stop using the Accounting Application;
		10.2.2 destroy all copies = = = = = = = = = = = = = = = = = = =
	10.3.	At any time if the Book-keeper reasonably believes that the Client is using,
11.	Terr	nination
	Either	party may terminate this ••••• • • • • • • • • • • • • • • • •

12. Miscellaneous matters

12.1.	No amendment or variation to this agreement
12.2.	So far as any time,
12.3.	Any obligation in this
12.4.	The Book-keeper shall be entitled • • • • • • • • • • • • • • • • • • •
12.5.	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
12.6.	This agreement contains the entire agreement between the parties and supersedes all previous agreements and •••••••••••••••••••••••••••••••••••
12.7.	No failure or delay by any party to exercise any right,
12.8.	Any communication to be served on either of the parties
	It shall be deemed to have been delivered:

	■ ■ ;
	if sent by post • • • • • • • • • • • • • • • • • • •
	If sent by e-mail to the address from which the receiving party has last sent e-mail: ■ ■ ■ ■ 24 ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
12.9.	In the event of a dispute between the parties to this agreement, ■ ■ ■
12.10.	So far as the law permits,
12.11.	\blacksquare \blacksquare . In the event of any conflict between any term of this agreement and the
12.12.	The validity, construction and performance of this agreement shall

Signed by [Book-keeper name]

Signed by [signatory name] for and on behalf of the Client

Schedule 1: Description of the Accounting Application

Schedule 2: Description of the Services and the fee

Schedule 3: Data Protection Act 2018 Compliance

1. Definitions

In this Schedule, ■ ■	•••••
"Associate"	means any corporate or other form of organisation or any individual person
"the Data Protection Regulations"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 • • • 2016 • 2016 • 2
"Directive"	means Directive (EU) 2016/680 of the European Parliament and of the Council of 27 April 2016 on the protection of natural ••••••••••••••••••••••••••••••••••••
"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.
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2.	Data	Protection	
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3.	Ном	the Book-keeper shall process data	
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	3.7.3.			• •							
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	3.7.5.			:::	•••		•••			• • •	

3.8.	, ,								 , -
	Examp	les of such r	neasures	s are:					
	3.8.1.	the pseudo	nymisati	on and e	encryptic	on of per	sonal da	ta;	
	3.8.2.	• , • • • • • • • • • • • • • • • • • •							
	3.8.3.								•••
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	3.9.3.)				 ,	••••	• • • •	•••
	3.9.4.								
3.10.									

3.11.	
	,,,,,,
3.12.	provide reasonable assistance to the Client in:
	3.12.1.
	3.12.2.
	3.12.3.
	3.12.4.
	3.12.5.
	3.12.6.
	termination
4.1.	
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	4.2.								
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5.	Warr	anty and	d accepta	nce of I	iability				
	5.1.								
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	5.2.								
		••••						•••••	•

Appendix 1 to Schedule 3

Data Processing Activities

1.		
	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.	
	0.0	
	2.2.	
3.		
	3.1.	
	3.2.	
4.	Reten	tion period
	4.1.	
		4.1.1. for accounting and taxation purposes;
		4.1.2.
		4.1.3.

4.2.

Explanatory Notes:

Book-keeper terms and conditions

General notes:

1.	Self emplo	yment status	of the	book-keeper

We recommend you read the information on self employment here: https://www.revenue.ie/en/employing-people/becoming-an-employer-and-ongoing-obligations/guide-to-pay-as-you-earn-
No provision has been made for the book-keeper to pay to the client any tax and Social Insurance payments demanded by the Revenue Commissioner, in the event of a demand being made. We are of the view that such a provision
What is the accounting application?
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
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
Of course, it is vital to identify what is yours at the outset, no matter $\blacksquare \blacksquare \blacksquare \blacksquare \blacksquare$
If you have no special software widget to bring to the contract, just ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
For the sake of good order, we point out that this licence has no relevance to third party software. Of course,

Paragraph specific notes

1.

2.

3.

Drafting notes, using the document paragraph numbers:

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 , , , , , , , , , , , , , , , , , ,
Interpretation
Leave these items in place unless there is a good reason to edit or remove. Each of these items has been carefully considered
The Services and contract
Somewhere the work specification must be set out clearly. This is important not only because it is the subject matter of the contract. If the structure of the
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. Use of sub-contractors

	number of reasons. Even if the client thinks he is buying the services
5.	The rate of remuneration and hours to be worked
	Set down your specific arrangements. Remember to avoid creating a
6.	Warranties
	It is the basic and sole responsibility of the client to ••••••••••••••••••••••••••••••••••
	We have also provided a place for you to set down the •••••••••••••••••••••••••••••••••••
7.	Confidentiality
	We have included this paragraph because a business has so many secrets which could easily be stolen that some safeguard
8.	The Licence
	If you are not using any software or ••••••••••••••••••••••••••••••••••
	We have given you what we regard as a \blacksquare
9.	Limitation of liability
	We suggest no change.
10.	Infringement of rights in the Accounting Application
	This paragraph
11.	Termination
	This paragraph deals with the typical terms of termination

12. Miscellaneous matters A number of special points. We have identified each of these as important to **Schedule 1: Description of the Accounting Application** It is a second and Schedule 2: Description of the Services and fee $\blacksquare \blacksquare \blacksquare 3.1.$ Schedule 3: Data Protection Act 2018 Compliance These paragraphs have been drawn with the greatest of care **E E E E E E E** -----..............

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The final section is a series of lists

End of notes