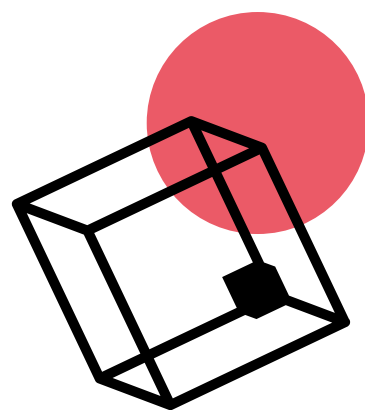


Terms and Conditions

December 2020



freelance
corner

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A. General Terms and Conditions

1. These Terms and Conditions

- 1.1. This is the legal document (“**Contract**”) between you (whom we refer to in this Contract as “**you**”, “**your**” and “**the member**”), and us. We are Freelance Corner, owned by The Association of Independent Professionals and the Self Employed Limited and we own and operate this Website and provide a range of services via this Website. The Association of Independent Professionals and the Self Employed Limited is a company limited by guarantee registered in England with company number 03770926 and our registered office is at Heron House, 10 Dean Farrer Street, London SW1H ODX. In this Contract we refer to ourselves as “**Freelance Corner**”, “**IPSE**”, “**we**”, “**us**” or “**our**”.
- 1.2. By using this Website, whether as a visitor or member, you indicate that you accept these terms and conditions and that you agree to abide by them. Please read them carefully before you begin to use our Website. If you do not agree with these terms and conditions, please do not use our website.
- 1.3. Some of these terms and conditions apply only to members and other terms in these terms and conditions will apply to both visitors and members.

2. Definitions

“**Application**” means the application form for membership which can be made via the Website or such other method via which we allow applications for membership.

“**Business Day**” means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

“**Contract**” has the meaning set out above.

“**Joining Date**” is the date you first became a member, or renewed membership after a period of absence.

“**Materials**” means the material, information and content posted on the Website.

“**Membership Fees**” means the fees payable by you for your membership.

“**Membership Year**” means a 12-month period commencing with the Joining Date or any anniversary of it.

“**Partners**” means our partners who provide products and services to you to help run your business.

“**Privacy Policy**” means the privacy policy available on our website

“**Services**” means the services provided to you via the Website.

“**Website**” means <https://freelancecorner.co.uk/>

3. What we will do for you

- 3.1. Policy and Representation
 - 3.1.1. We will give members a voice with Government at all levels, promote the value of self-employment, bring forward policy suggestions to enhance self-employment and oppose any measures we think would be detrimental to the self-employed.
 - 3.1.2. We will ask you on a regular basis what problems you face and incorporate these findings into our policy work.

3.2. Research, Education and Training

3.2.1. We aim to be at the forefront of research into the field of self-employment.

3.2.2. We will find and promote offers for personal development and skills training for our members.

3.3. Commercial Development

3.3.1. We'll bring you offers to assist you in your business, such as access to banking, mortgages, business tools, discounted products, savings products and life insurance, many of which are provided by our Partners.

3.3.2. We will find courses to help you develop your business skills, such as improving your use of social media, CV writing and interview techniques.

3.4. Membership Levels and Member Benefits

3.4.1. If you are a member then you will be subscribed to one of the following levels of membership

- Protection
- Ultimate
- Essentials

3.4.2. Each level of membership also has specific membership benefits and these are detailed in a separate document which will be made available to you before you join and a copy sent to you by email when you join.

3.4.3. Many of the membership benefits are provided by our Partners and you will contract directly with them to receive those benefits and you will be subject to the relevant Partner's terms and conditions. The relevant Partner is responsible for the sale and supply of the relevant benefits, products and/or services to you and for dealing with any claims or other issues which arise out of or in connection with those benefits, products and/or services or the contract you have with them.

3.4.4. By including the Partners, we make no endorsement of or recommendation or representations about the products and/or services they provide and we make no endorsements of or recommendations or representations that the Partner or the benefits, products and/or services they supply will be suitable for you, your business or needs.

3.4.5. Your membership is on an individual basis, and all benefits are available to you as an individual or as a business owner. This means that the benefits of membership will cover both you and the entity through which you trade (e.g. partnership or limited company) whilst that entity is still trading, but will not cover any other person on an individual basis.

3.5. Keep you informed

3.5.1. We will let you know by email of any changes to or problems with your membership.

3.5.2. We will advise you of General Meetings by email – you can send a postal letter to us asking for notice by post if you would prefer to get notices of General Meetings by post.

3.6. Protect your data

3.6.1. We take data protection seriously. Please see our detailed Privacy Policy for a complete explanation of how we protect and use your data. We won't share your personal data with any third-party except as set out in our Privacy Policy, including where we need to do this to provide you with any of the products and/or services you're eligible for as part of your membership (including with our Partners).

4. What we ask of you

4.1. When you join

- 4.1.1. Unless we tell you otherwise your membership is an annual membership, beginning on the date we receive a valid Application and valid payment of the Membership Fees from you ("Joining Date").
- 4.1.2. Your membership will renew automatically on each anniversary of your Joining Date.

4.2. Your Membership Fees

- 4.2.1. The Membership Fees for your level of membership are set out on the website.
- 4.2.2. Membership Fees become due in full immediately on the Joining Date and become due in full annually on the anniversary of the Joining Date (unless in the case of the relevant anniversary you have cancelled your membership in accordance with this Contract).
- 4.2.3. You must pay your full Membership Fees for each Membership Year, whether you pay the full amount annually in advance or whether you pay monthly instalments by Direct Debit.
- 4.2.4. You can opt to pay annually in advance by either Direct Debit or credit/debit card or choose to pay monthly instalments by Direct Debit. If you choose to pay monthly, the unpaid balance of your Membership Fees for the rest of the Membership Year remains due regardless of any circumstances (including cancellation by you or us) other than in the case of your death.
- 4.2.5. We reserve the right to increase the Membership Fees for your level of membership, and such increases will apply on the next renewal of your membership.
- 4.2.6. If you cancel without notice or cancel part of the way through your Membership Year, or fail to pay the Membership Fees when due, you may lose all your membership rights and benefits and we will be entitled to recover all and any outstanding Membership Fees from you in full.
- 4.2.7. If you pay by monthly instalments and cancel your payment without giving us proper notice in accordance with this Contract, or if your payment fails for any reason, all sums due to us will become payable immediately and we may demand immediate payment in full.
- 4.2.8. Save in the case of your death, Membership Fees are non-refundable under any circumstances.

4.3. If you need to cancel your membership

- 4.3.1. Membership is for a full Membership Year, whether you pay annually in advance or in monthly instalments.
- 4.3.2. If you do not want to renew your membership for the following Membership Year you may cancel your membership by giving us not less than one calendar months' notice in writing before the end of the current Membership Year. If you attempt to cancel on less than one calendar months' notice in writing then your membership will renew for the following Membership Year (and you will be required to pay the Membership Fees for that following Membership Year in full) and your membership will end at the end of that following Membership Year.
- 4.3.3. In the event of us receiving confirmed notification of your death (including such evidence as we may reasonably require) we will automatically cancel your membership and refund any outstanding Membership Fees to the account from which we received payment. If your death occurs part way through a Membership Year, a pro-rata adjustment/ refund will be made in respect of the Membership Fees payable / paid by you under the Contract.
- 4.3.4. If you cancel your membership, you will lose all your membership rights and benefits.

4.4. Code of Conduct

You agree to:

- 4.4.1. Become a member and to comply with the Articles of Association which are available on the IPSE Website for you to view and download.
- 4.4.2. Only use our logo to signify your membership and not suggest or imply that your use of our logo represents any trade or professional qualification or standard.
- 4.4.3. Not represent yourself as:
 - being approved or endorsed by Freelance Corner or IPSE regarding your business activity; or
 - having a trading relationship with or being a supplier of Freelance Corner or IPSE.
- 4.4.4. Act always in a professional and courteous manner to all fellow members and employees of Freelance Corner and IPSE.
- 4.4.5. Not act towards any employee or fellow member in a manner which may give rise to any claim by the employee or member against us.
- 4.4.6. Not discriminate against any employee or fellow member because of age, disability, gender reassignment, marriage or civil partnership, pregnancy or maternity, race (including colour, nationality and ethnic or national origins), religion or belief or sex or sexual orientation.
- 4.4.7. Not use threatening or abusive behaviour or language towards any employee or fellow member.

5. Our rights

5.1. Preventing use of the Website

- 5.1.1. We reserve the right to prevent you from using the Website and/or the Services (or any part of them) if you are in breach of this Contract or any other terms and conditions between us and you.

5.2. Intellectual Property Rights

- 5.2.1. We grant to you a limited, personal, non-transferable, non-exclusive, revocable license to access and use the Website and Materials pursuant to this Contract and subject to any additional terms and conditions or policies set forth by us. All intellectual property rights (including all copyright, patents, trademarks, service marks, trade names, domain names, social media identifiers, designs, whether registered or unregistered) in the Website, Materials and Services shall remain our property (or that of our licensors).
- 5.2.2. None of the material listed above, in whole or in part, may be reproduced, distributed, copied, modified, published, downloaded, displayed, posted or transmitted in any form or by any means, sold, rented, re-sold, licensed or sub-licensed, used to create derivative works, or in any way exploited without our prior express written authorisation. You may, however, retrieve and display the content of the Website on a computer screen, and store such content in electronic form (but not on any server or other storage device connected to a network).

6. When using the Website

- 6.1. From time to time, we may restrict access to some parts or all our Website to members.
- 6.2. Neither we nor any third parties provide any form of warranty or guarantee as to the accuracy, timeliness, completeness or suitability of the information or Materials found on this Website. By using this Website, you acknowledge that such information and Materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- 6.3. The content, information and Materials on our Website are provided for general information only. They are not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action based on the content, information, or materials on our Website.
- 6.4. The Website may provide links to third party sites. These are not an indication of endorsement and we are not responsible for the content of the linked websites.
- 6.5. If you use the community forums you must follow the specific terms and conditions of forum usage. Such terms and conditions are available in the relevant community forums.
- 6.6. During registration you will provide us with a password. You must keep the password confidential and immediately notify us if any unauthorised third party becomes aware of that password or if there is any unauthorised use of your email address. We are not responsible or liable if a person to whom your password is disclosed uses or transacts via the Website or uses the Services.
- 6.7. We do not guarantee that our Website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Website for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.
- 6.8. We do not guarantee that our Website will be secure or free from bugs or viruses.
- 6.9. You are responsible for configuring your information technology, computer programmes and platform to access our Website. You should use your own virus protection software.
- 6.10. You must not misuse our Website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Website, the server on which our Website is stored, or any server, computer or database connected to our Website. You must not attack our Website via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately.

7. Limitation of Liability

- 7.1. We warrant that we will use reasonable care and skill in performing our obligations under this Contract.
- 7.2. The restrictions on liability in this clause apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

7.3. Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:

7.3.1. death or personal injury caused by negligence

7.3.2. fraud or fraudulent misrepresentation

7.3.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession),

7.4. We shall not be liable to you for:

7.4.1. loss of profits.

7.4.2. loss of sales or business, or

7.4.3. indirect or consequential loss.

7.5. Subject to clauses above, our total liability to you in respect of all breaches of duty occurring in a Membership Year shall not exceed 100% of the Membership Fees paid or payable by you under the Contract in the Membership Year in which the breaches occurred.

8. If you need to make a complaint

8.1. If you have a complaint about any aspect of our service to you, please email us and include:

- Your membership number
- Details of the nature of your complaint
- The specific service you believe has gone wrong
- The date and nature of any specific incident
- Any documents you think may be relevant
- What outcome you would like to see

8.2. We will normally respond acknowledging receipt of your complaint within 4 Business Days.

8.3. We will try to resolve your complaint within seven Business Days or provide you with a plan of action for the resolution of your complaint.

8.4. If your complaint is not resolved you may ask us to pass it to the Board of Directors for a final review.

9. General

9.1. Assignment and other dealings

9.1.1. We may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all its rights and obligations under the Contract.

9.1.2. You may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of your rights and obligations under the Contract without our prior written consent.

9.2. Entire Agreement

- 9.2.1. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter,
- 9.2.2. Each party acknowledges that in entering into the Contract they do not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

9.3. Severance

- 9.3.1. If any provision or part-provision of the Contract is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause, shall not affect the validity and enforceability of the rest of the Contract.

9.4. Waiver

- 9.4.1. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

9.5. Notices

- 9.5.1. Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the email address provided in the Application or which is used to register an account on the Website.
- 9.5.2. Any notice shall be deemed to have been received:
- if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address.
 - if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service, or
 - if sent by or email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. Business hours mean 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 9.5.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

10. Third Party Rights

- 10.1. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

11. Force Majeure

- 11.1. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

12. Law and Jurisdiction

- 12.1. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.
- 12.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

13. Updates to Terms and Conditions

- 13.1. We may amend these terms and conditions from time to time. If you are a member, we will notify you by email of changes to these terms and conditions before they are implemented (and will advise you of the date from which they are to be effective). If you are a visitor to our website, you should check the terms and conditions each time you visit our website and if you do not agree with them then you should stop using the website. We will also post a notice on the website that the terms and conditions have been updated.

14. Contact Details

- 14.1. If you need to get in contact with us (other than to provide notice to us) then you can contact us:
- By post: Heron House, 10 Dean Farrar Street, London, SW1H 0DX
 - By email: contactus@freelancecorner.co.uk

B. Ultimate Membership

This document should be read in conjunction with the General Terms & Conditions. For all compensation claims there must be a written contract in place and the End Client must be based in the UK. Our Business Interruption and Tax Enquiry services are fully backed by an Insurance Policy which we have taken out with Markel Tax.

1. Tax and Vat Helplines

- 1.1. You may call the tax helpline during working hours and they will try to provide general guidance which addresses your question. No written advice can be provided.
- 1.2. The helpline numbers are available on our website to logged-in members only.
- 1.3. Full Tax & VAT helpline terms and conditions can be found [here](#).

2. Legal Helplines

- 2.1. You may call the legal helpline 24/7 and they will try to provide general guidance which addresses your question.
- 2.2. The helpline numbers are available on our website to logged-in members only.
- 2.3. A full service summary can be found [here](#).

3. Business interruption services

For all compensation claims there must be a written contract in place and the End Client must be based in the UK.

- 3.1. Jury Service Compensation
 - 3.1.1. If you are called for and serve on a jury you will be compensated up to £500 per day served subject to a maximum of 10 day period/£5,000 less a deduction of any amount recovered from the relevant court.
 - 3.1.2. You must have been an Ultimate member for more than 60 days prior to receiving the initial jury service notice.
 - 3.1.3. You will have to provide documentary evidence of your service to us
 - 3.1.4. You will not be covered for loss of earnings if you operate through an Umbrella Company
- 3.2. Client or agency failure compensation
 - 3.2.1. If your client or agency fails (enters administration or becomes insolvent) we will compensate you up to £10,000. You must have been an Ultimate member for more than 60 days before your client or agency enters administration or becomes insolvent.
- 3.3. Failure of an Agency to honour contractual arrangements
 - 3.3.1. If an agency cancels your contract before you start work or your engagement is terminated without being given proper notice, you will receive compensation of up to £1,000.

3.4. Being unable to work due to illness or injury for three consecutive weeks or more

3.4.1. If you cannot work due to illness or injury for three weeks or more, you will receive compensation of up to £2,000.

3.4.2. You must have commenced your engagement a minimum of 4 weeks prior to the unplanned absence.

3.5. Meetings with HMRC or your Designated Representative – Enquiry interruption

3.5.1. If the Designated Representative assigned to you in connection with a tax enquiry determines that it would be in the best interests of your case to meet HMRC or the Designated Representative, you will be compensated for lost revenue at up to £500 per day, up to a maximum of £1,500 per member.

3.6. Waiting Period

Please note that for all the above claims, there is a “Waiting Period” of 60 Days from the date from which a Member joins, or upgrades to Ultimate membership, during which a claim will not be accepted. Any losses arising before the commencement of or during the Waiting Period will not be accepted.

3.7. Payment Limits

The maximum liability of the Insurers respect of any one claim and in aggregate in respect of any one member shall be limited to the respective amounts specified below:

Business Failure of the Agency (Ultimate Members Only):

- i. Individual Designated Member Limit £10,000;
- ii. Individual Agency Aggregate Limit £150,000;

Where there are a number of individual claims in respect of one agency, Markel Tax will wait six weeks before accepting the claim in order to ensure that all claimants are equally treated should the total value of the number of claims exceed the Aggregate Limit for the Individual Agency.

Failure of the Agency to Honour Business Interruption Arrangements (Ultimate Members Only)

Limit £1,000;

Business Failure of the Designated Member’s End Client

- i. Individual Designated Member Limit £10,000 (Ultimate Members) or £2,500 (Protection Members);
- ii. Individual End Client Aggregate Limit £150,000;

Where there are a number of individual claims in respect of one end client, Markel Tax will wait six weeks before accepting the claim in order to ensure that all claimants are equally treated should the total value of the number of claims exceed the Aggregate Limit for the Individual End Client.

Business Failure of the Designated Member’s Umbrella Company (Ultimate Members Only)

- i. Individual Designated Member Limit £2,500;
- ii. Individual Umbrella Company Aggregate Limit £50,000;

Where there are a number of individual claims in respect of one Umbrella Company, Markel Tax will wait six weeks before accepting the claim in order to ensure that all claimants are equally treated should the total value of the number of claims exceed the Aggregate Limit for the individual Umbrella Company.

Enquiry Interruption Cover

Ultimate Members - £500 per day subject to a maximum limit of £1,500 per member

Protection Members - £250 per day subject to a maximum limit of £750 per member

Umbrella Members - £500 per day subject to a maximum limit of £1,500 per member

Extended Absence Cover (Ultimate and Umbrella Members Only)

£2,000 after a three-week continuous absence

Jury Service Cover

Ultimate Members: £500 per day subject to a maximum limit of 10 days Jury Service or £5,000, whichever is less

Protection Members: £150 per day subject to a maximum limit of 10 days Jury Service or £1,500, whichever is less

Umbrella Company Members £250 per day subject to a maximum limit of 10 days Jury Service or £2,500

3.8. Aggregate Limit

£750,000 (Ultimate Membership) or £250,000 (Protection Membership) in respect of all claims made.

3.9. Main Exclusions

- i. any claim made, brought or commenced outside the Territorial Limits. The territorial limits are England, Scotland, Wales and Northern Ireland, but exclude the Isle of Man and the Channel Islands;
- ii. any claim where the Business Interruption Losses are capable of being reimbursed under any other policy or certificate or undertaking;
- iii. any claims brought within the Waiting Period in respect of claims in connection with the Business Failure of the Agency, End Client or Umbrella Company;
- iv. any cause or event occurring prior to or existing at inception of this Policy, or at the time a Designated Member acquired the right to cause the Policyholder to make a claim under the terms of this Policy, which the Policyholder or Designated Member knew, or ought reasonably to have known, was likely to give rise to a claim;
- v. claims for work incurred after the administration or the bankruptcy of the Agency, End Client or Umbrella Company has been formally announced or where it would be reasonable to believe that the Agency, End Client or Umbrella Company is in financial difficulty;
- vi. claims for fees which have not been invoiced in accordance with the Agency's or End Client's procedures or the time limits within which the Agency or End Client will accept an invoice from the Designated Member in respect of work undertaken;
- vii. payments which are delayed by the Agency or End Client where the Agency or End Client is disputing the amount due or the quality of the services provided by the Designated Member.
- viii. amounts which have been reimbursed by other parties such as the courts or any Agency, End Client or Umbrella Company which has taken on the assignment and agreed to pay all or part of the outstanding amounts

- ix. amounts in respect of claims in connection with the failure of the Agency to honour its Business Interruption obligations where:
 - the agency has given the correct notice period to terminate the engagement
 - another engagement is found either through an Agency or the endeavours of the Designated Member within 4 weeks of the original engagement being scheduled to begin.
 - the commencement date of the engagement being delayed by less than 4 weeks
 - sub-standard work has been performed by the Designated Member
- x. claims from a designated member who is employed by an Umbrella Company which operates an expenses scheme or offers remuneration via loan arrangements or any other scheme designed to artificially reduce the tax burden upon the umbrella employee.
- xi. In respect of claims in connection with the Extended Absence Policy where the Designated Member is absent due to a planned operation, medical procedure or other scheduled absence arranged before the contract commenced.

3.10. Coronavirus (COVID-19)

Our insurers will not cover any claim for any loss that is caused by or arises in any way from

- i. Coronavirus (COVID-19)
- ii. severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)
- iii. a mutation or variation of SARS-CoV-2
- iv. a threat, fear or likelihood of infection with any of the above

Note: For any Ultimate member who joins or renews on or after 16 March 2020, or any Protection member who joins or upgrades to Ultimate membership on or after 16 March 2020, please note that we are unable to make a claim on any member's behalf for any loss that is caused by or arises in any way from Coronavirus (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), a mutation or variation of SARS-CoV-2 or a threat, fear or likelihood of infection with any of the above. Anyone who was a valid Ultimate member as at 15 March 2020 is not affected by this exclusion.

4. Enquiry Representation Service

- 4.1. We will provide you with dedicated contact details for our providers. If tax investigation representation is necessary, upon contact with our provider, you will be assigned an expert representative by them who will handle your case.
- 4.2. We and our providers shall not be liable to provide indemnity hereunder in respect of any claim made, brought or commenced outside the Territorial limits. The territorial limits are England, Scotland, Wales and Northern Ireland, but exclude the isle of Man and the Channel Islands.
- 4.3. If you have entered a loan arrangement, these fall outside of the Tax investigation service.
- 4.4. Members or their accountants or tax representatives must not initiate response to investigation or attend a compliance visit until contact has been made with Markel Tax and further actions have been approved.
- 4.5. Full investigation representation terms and conditions can be found [here](#).

5. Contract review service

- 5.1. This service available at a reduced rate for members (compared to non-members)
- 5.2. Full terms and conditions for Contract review service can be found [here](#).

6. Partner Offers

- 6.1. As an IPSE member you have access to many product and service offers from our partners. In all cases, IPSE acts as an introducer for the partner and has no authority or ability to negotiate or vary the terms of the services, or to enter into any contract on behalf of the partner.

7. Downloads from the website

- 7.1. We provide a huge range of helpful advice and information including but not limited to: business templates, toolkits and business contracts
- 7.2. These are used at your own risk and do not replace formal professional advice
- 7.3. We shall not be held liable for any loss associated with use of these items.
- 7.4. Please ensure that these items meet your specific requirements before use

8. Event and networking opportunities

- 8.1. We arrange frequent events, seminars, networking opportunities and webinars
- 8.2. These are generally free to members, but we reserve the right to charge additional fees where necessary for both members and non-members. Any charges will be made clear prior to signing up for the event.

9. Updates to Terms and Conditions

- 9.1. The terms and conditions at time of joining are applicable until the anniversary of your membership, at which time any new terms and conditions will become applicable.

C. Protection Membership

This document should be read in conjunction with the General Terms & Conditions. For all compensation claims there must be a written contract in place and the End Client must be based in the UK. Our Business Interruption and Tax Enquiry services are fully backed by an Insurance Policy which we have taken out with Markel Tax.

1. Tax and Vat Helplines

- 1.1. You may call the tax helpline during working hours and they will try to provide general guidance which addresses your question. No written advice can be provided.
- 1.2. The helpline numbers are available on our website to logged-in members only.
- 1.3. Full Tax & VAT helpline terms and conditions can be found [here](#).

2. Legal Helplines

- 2.1. You may call the legal helpline 24/7 and they will try to provide general guidance which addresses your question.
- 2.2. The helpline numbers are available on our website to logged-in members only.
- 2.3. A full service summary can be found [here](#).

3. Business interruption services

For all compensation claims there must be a written contract in place and the End Client must be based in the UK.

- 3.1. Jury Service Compensation
 - 3.1.1. If you are called for and serve on a jury, you will be compensated up to £150 per day served, subject to a maximum of 10 days/£1,500 less a deduction of any amount recovered from the relevant court.
 - 3.1.2. You must have been a Protection for more than 60 days prior to receiving the initial jury service notice.
 - 3.1.3. You will have to provide documentary evidence of your service to us
 - 3.1.4. You will not be covered for loss of earnings if you operate through an Umbrella Company
- 3.2. Client or agency failure compensation
 - 3.2.1. If your client fails (enters administration or becomes insolvent) we will compensate you up to £2,500. You must have been a Protection member for more than 60 days before your client or agency enters administration or becomes insolvent. This only covers direct clients, and not agencies
- 3.3. Failure of an Agency to honour contractual arrangements
 - 3.3.1. This benefit is only available to Ultimate Members.
- 3.4. Being unable to work due to illness or injury for three consecutive weeks or more
 - 3.4.1. This benefit is only available to Ultimate Members.

3.5. Meetings with HMRC or your Designated Representative – Enquiry interruption

- 3.5.1. If the Designated Representative assigned to you in connection with a tax enquiry determines that it would be in the best interests of your case to meet HMRC or the Designated Representative, you will be compensated for lost revenue at up to £250 per day, up to a maximum of £750 per member.

3.6. Waiting Period

Please note that for all the above claims, there is a “Waiting Period” of 60 Days from the date from which a Member joins, or upgrades to Ultimate membership, during which a claim will not be accepted. Any losses arising before the commencement of or during the Waiting Period will not be accepted.

3.7. Aggregate Limits

The maximum liability of the Insurers respect of any one claim and in aggregate in respect of any one member shall be limited to the respective amounts specified below:

Business Failure of the Agency (Ultimate Members Only):

- i. Individual Designated Member Limit £10,000;
- ii. Individual Agency Aggregate Limit £150,000;

Failure of the Agency to Honour Business Interruption Arrangements (Ultimate Members Only)

Limit £1,000;

Business Failure of the Designated Member’s End Client

- i. Individual Designated Member Limit £10,000 (Ultimate Members) or £2,500 (Standard Members);
- ii. Individual End Client Aggregate Limit £150,000;

Business Failure of the Designated Member’s Umbrella Company (Ultimate Members Only)

- i. Individual Designated Member Limit £2,500;
- ii. Individual Umbrella Company Aggregate Limit £50,000;

Enquiry Interruption Cover

Ultimate Members – £500 per day subject to a maximum limit of £1,500 per member

Protection Members – £250 per day subject to a maximum limit of £750 per member

Extended Absence Cover (Ultimate Members Only)

£2,000 after a three-week continuous absence

Jury Service Cover

Ultimate Members: £500 per day subject to a maximum limit of 10 days Jury Service or £5,000, whichever is less

Protection Members: £150 per day subject to a maximum limit of 10 days Jury Service or £1,500, whichever is less

Umbrella Company Members £250 per day subject to a maximum limit of 10 days Jury Service or £2,500

3.8. Aggregate Limit

£750,000 (Ultimate Membership) or £250,000 (Protection Membership) in respect of all claims made.

3.9. Main Exclusions

- i. any claim made, brought or commenced outside the Territorial Limits. The territorial limits are England, Scotland, Wales and Northern Ireland, but exclude the Isle of Man and the Channel Islands;
- ii. any claim where the Business Interruption Losses are capable of being reimbursed under any other policy or certificate or undertaking;
- iii. any claims brought within the Waiting Period in respect of claims in connection with the Business Failure of the Agency, End Client or Umbrella Company;
- iv. any cause or event occurring prior to or existing at inception of this Policy, or at the time a Designated Member acquired the right to cause the Policyholder to make a claim under the terms of this Policy, which the Policyholder or Designated Member knew, or ought reasonably to have known, was likely to give rise to a claim;
- v. claims for work incurred after the administration or the bankruptcy of the Agency, End Client or Umbrella Company has been formally announced or where it would be reasonable to believe that the Agency, End Client or Umbrella Company is in financial difficulty;
- vi. claims for fees which have not been invoiced in accordance with the Agency's or End Client's procedures or the time limits within which the Agency or End Client will accept an invoice from the Designated Member in respect of work undertaken;
- vii. payments which are delayed by the Agency or End Client where the Agency or End Client is disputing the amount due or the quality of the services provided by the Designated Member.
- viii. amounts which have been reimbursed by other parties such as the courts or any Agency, End Client or Umbrella Company which has taken on the assignment and agreed to pay all or part of the outstanding
- ix. amounts in respect of claims in connection with the failure of the Agency to honour its Business Interruption obligations where:
 - the agency has given the correct notice period to terminate the engagement
 - another engagement is found either through an Agency or the endeavours of the Designated Member within 4 weeks of the original engagement being scheduled to begin.
 - the commencement date of the engagement being delayed by less than 4 weeks
 - sub-standard work has been performed by the Designated Member
- x. claims from a designated member who is employed by an Umbrella Company which operates an expenses scheme or offers remuneration via loan arrangements or any other scheme designed to artificially reduce the tax burden upon the umbrella employee.
- xi. In respect of claims in connection with the Extended Absence Policy where the Designated Member is absent due to a planned operation, medical procedure or other scheduled absence arranged before the contract commenced.

3.10. Coronavirus (COVID-19)

Our insurers will not cover any claim for any loss that is caused by or arises in any way from

- i. Coronavirus (COVID-19)
- ii. severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)
- iii. a mutation or variation of SARS-CoV-2
- iv. a threat, fear or likelihood of infection with any of the above

Note: For any Ultimate member who joins or renews on or after 16 March 2020, or any Protection member who joins or upgrades to Ultimate membership on or after 16 March 2020, please note that we are unable to make a claim on any member's behalf for any loss that is caused by or arises in any way from Coronavirus (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), a mutation or variation of SARS-CoV-2 or a threat, fear or likelihood of infection with any of the above. Anyone who was a valid Ultimate member as at 15 March 2020 is not affected by this exclusion.

4. Enquiry Representation Service

- 4.1. We will provide you with dedicated contact details for our providers. If tax investigation representation is necessary, upon contact with our provider, you will be assigned an expert representative by them who will handle your case.
- 4.2. We and our providers shall not be liable to provide indemnity hereunder in respect of any claim made, brought or commenced outside the Territorial limits. The territorial limits are England, Scotland, Wales and Northern Ireland.
- 4.3. If you have entered a loan arrangement, these fall outside of the Tax investigation service.
- 4.4. Members must not initiate response to investigation or attend compliance visit until contact has been made with Markel tax and further actions have been approved.
- 4.5. Full investigation representation terms and conditions can be found [here](#).

5. Contract review service

- 5.1. This service available at a reduced rate for members (compared to non-members)
- 5.2. Full terms and conditions for Contract review service can be found [here](#).

6. Partner Offers

- 6.1. As an IPSE member you have access to many product and service offers from our partners. In all cases, IPSE acts as an introducer for the partner and has no authority or ability to negotiate or vary the terms of the services, or to enter into any contract on behalf of the partner.

7. Downloads from the website

- 7.1. We provide a huge range of helpful advice and information including but not limited to: business templates, toolkits and business contracts
- 7.2. These are used at your own risk and do not replace formal professional advice
- 7.3. We shall not be held liable for any loss associated with use of these items.
- 7.4. Please ensure that these items meet your specific requirements before use

8. Event and networking opportunities

- 8.1. We arrange frequent events, seminars, networking opportunities and webinars
- 8.2. These are generally free to members, but we reserve the right to charge additional fees where necessary for both members and non-members. Any charges will be made clear prior to signing up for the event.

9. Updates to Terms and Conditions

- 9.1. The terms and conditions at time of joining are applicable until the anniversary of your membership, at which time any new terms and conditions will become applicable.

D. Essentials Membership

This document should be read in conjunction with the General Terms & Conditions.

1. Tax and Vat Helplines

- 1.1. You may call the tax helpline during working hours and they will try to provide general guidance which addresses your question. No written advice can be provided.
- 1.2. The helpline numbers are available on our website to logged-in members only.
- 1.3. Full Tax & VAT helpline terms and conditions can be found [here](#).

2. Legal Helplines

- 2.1. You may call the legal helpline 24/7 and they will try to provide general guidance which addresses your question.
- 2.2. The helpline numbers are available on our website to logged-in members only.
- 2.3. A full service summary can be found [here](#).

3. Contract review service

- 3.1. This service available at a reduced rate for members (compared to non-members)
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7. Updates to Terms and Conditions

- 7.1. The terms and conditions at time of joining are applicable until the anniversary of your membership, at which time any new terms and conditions will become applicable.

F. Tax and VAT Telephone Service

Please read this document which contains the helpline terms and conditions and service standards that you can expect from Markel Tax in connection with the provision of telephone tax and VAT advice.

1. Definitions

- 1.1. "We/us" means Markel Tax, One Mitchell Court, Castle Mound Way, Rugby, CV23 0UY.
- 1.2. "You/The Caller/The Member" means member which has access to the Tax & VAT Helpline through their membership and advised to Markel Tax and who has paid the appropriate membership fee for access to the Tax and VAT Telephone Helpline.
- 1.3. The "Service" is a telephone tax and VAT helpline only (see below), which will be available to members whilst we has an arrangement with Markel Tax for the provision of advice either in isolation or as part of insurance-backed services provided by us to our members. The service is reviewed annually and the renewal date unless otherwise specified will be the 1st January each year.

2. Tax and VAT Telephone Helpline service

- 2.1. The helpline will be available during the core hours of 09.00 to 17.00 Monday to Friday (excluding Bank Holidays).
- 2.2. Telephone advice only will be provided on UK tax and VAT issues and trends.
- 2.3. Advisors have extensive knowledge of tax and VAT with experience working for HMRC, in practice or both.
- 2.4. Advice areas covered include contentious Income and Corporation Tax, IR35, CGT, IHT, PAYE, NIC and VAT matters, as well as advice and guidance on dealing with investigations.
- 2.5. The service does not provide:
 - 2.5.1. Access to international tax*
 - 2.5.2. Advice on tax planning*
 - 2.5.3. Written advice*
 - 2.5.4. Investigations consultancy* (other than where the enquiry is under the auspices of the tax investigations service)

*This advice can be accessed on a fee-paying basis with fee basis and amount agreed at the outset.

3. Service standards

- 3.1. Wherever possible calls will be put through to an advisor and dealt with immediately.
- 3.2. Where this is not possible due to call volumes, all calls received before 13.00hrs will be returned the same day.
- 3.3. All calls received after 13.00hrs (and not connected directly to an advisor) will be returned by 13.00hrs the following day. Current service levels show that 94% of calls are dealt with on the same day with outstanding call backs returned in the first couple of hours of the following day.

4. Reporting

- 4.1. In order to ensure that both service standards are maintained and that the service meets the needs of its member firms and businesses, Markel Tax provides us with monthly call logging statistics, which include frequency and categorisation of calls, but details of the caller remain anonymous and confidential and are only shared at the specific request of the member; for example in the event of a complaint.

5. Complaints

- 5.1. A full complaints procedure will be issued when a member has a complaint about the Service.

G. Business and Commercial Legal Telephone Service

Please read this document which contains the helpline terms and conditions and service standards that you can expect from Market Tax in connection with the provision of telephone tax and VAT advice. This is a 24-hour, 365 days a year telephone advice service manned by a highly experienced team of 70 barristers and solicitors. The helpline provides a wide range of companies and organisations with commercial, employment and health and safety advice.

1. Commercial Advice

- 1.1. There are many areas within a business which, if not handled correctly, can take a substantial amount of resources to resolve. The legal advisors will be at hand to provide you with details of the relevant and current legislation in respect of any guidance you may need on matters including:

2. Intellectual Property

- 2.1. Small claims court procedures
- 2.2. Business tenancies
- 2.3. Debt recovery
- 2.4. Dealing with complaint letters (asserting rights)
- 2.5. Dealing with statutory demands

3. Employment Advice

- 3.1. Employment legislation can be a minefield and an incorrect decision could put your business into turmoil. Therefore, the advice line can help to ensure your business remains compliant and proper, fair procedures are followed. You can receive advice on matters including:
 - Recruitment
 - Discrimination
 - Appraisal and disciplinary procedures

4. Health & Safety Advice

- 4.1. All businesses are required by law to undertake a full health and safety risk assessment of their premises and business procedures. In the event of accidents, businesses could be involved in a civil claim for compensation and there could also be criminal prosecutions resulting in fines and even imprisonment. You may receive advice on:
 - Undertaking health and safety assessments
 - Correct procedures in the workplace
 - Understanding new legislation

5. Legal Telephone Advice Services

- 5.1. The telephone legal advice is provided by Markel Law LLP and can advise on general UK law. Markel Protection Limited is a corporate member of Markel Law LLP. Markel Law LLP is regulated and authorised by the Solicitors Regulation Authority. Markel Law makes no additional charge for providing these telephone services.
- 5.2. The advice will primarily be provided by Markel Law LLP and its team of solicitors, who are ultimately managed by the Director of Legal Services (who is a lawyer).
- 5.3. If the client has a complaint about these telephone legal advice services, they should contact the customer services manager, Markel Law LLP, Interchange, 81-85 Station Road, Croydon CR0 2AJ. If the client is unhappy with the written response from the customer services manager, the client may contact the Legal Ombudsman at PO Box 6806 Wolverhampton WV1 9WJ, or www.legalombudsman.org.uk, or 0300 555 0333 and ask them to consider the matter. The Legal Ombudsman will only consider matters which have been submitted to it within the earliest of the following timescales: (a) within 1 year from the act/omission complained of; (b) within 1 year from when the client should reasonably have known there was a cause for complaint, without taking advice from a third party and; (c) within 6 months of the client receiving a written reply from Markel Protection Limited concerning the complaint

H. Tax Enquiry Service – Protection and Ultimate Membership

The Tax Enquiry Service is fully backed by an Insurance Policy, which has been taken out with Markel Tax. The service will pay for the fees of a Markel Tax investigations consultant to deal with any visit, enquiry or dispute, but does not pay for the fees of your own accountant, unless the investigations consultant authorises a request for information from your accountant and agrees a fee to do so. Any fees incurred over and above the agreed fee at the member's responsibility.

1. Service protection

Fee Protection of up to £100,000, and loss of earnings of up to £250 per day (maximum £750) for Protection members and up to £500 per day (maximum £1500) for Ultimate members, is provided in the event of:

1.1. Full and Aspect Enquiries into:

- Corporation Tax Returns
- Partnership Tax Returns
- Sole Trader Tax Returns
- Personal Tax Returns

1.2. Disputes into:

- VAT
- Employer Compliance (PAYE, P11D & NIC)
- IR35
- S660A

1.3. HMRC use of Information and Inspection Powers/Sch. 36 Pre Disputes in respect of:

- VAT control visits
- Employer Compliance Visits
- Check of Employer Records
- National Minimum Wage reviews

and

- Interventions
- Requests for information
- Capital Gains Tax

2. Main Exclusions

2.1. Fees incurred prior to the written acceptance of a claim.

2.2. Fees incurred by the member's own accountant or another 3rd Party unless express permission granted by Markel Tax.

2.3. HMRC Specialist Investigations, Civil Investigations of Fraud, Criminal Investigations Sections, Fraud Investigation Service, Counter Avoidance Sections and Code of Practice 8 or 9 cases.

2.4. Returns submitted more than 90 days after the due date.

2.5. Notification by HMRC of any of the above prior to subscribing to the service

- 2.6. Failure to notify/register for tax or VAT.
- 2.7. Compliance costs associated with routine submission of statutory returns and costs for third party valuations.
- 2.8. Enquiries and Disputes following a voluntary disclosure of irregularities made to HMRC
- 2.9. Where there is no reasonable prospect of challenging HMRC (VAT, PAYE and IR35 Disputes).
- 2.10. Tax planning arrangements where HMRC have allocated a DoTAS Number and/or bespoke tax planning arrangements outside of the normal trade.

3. Claims Procedures and administration

In the event a member suffers an investigation, the member should contact us to make a claim under the Tax Investigations Service. We will inform Markel Tax who will advise whether or not the claim has been accepted and will then contact the member directly to deal with the matter.

The member will be represented by an investigations consultant from Markel Tax and Markel Tax will reclaim any costs incurred in dealing with the Enquiry directly from the insurance company. We will be responsible and have the discretion for making claims under its Policy. Members will be responsible for any fees that cannot be recovered from Insurers.

I. Contract Review Service

The Contract Review Service is available to both non-members and members. If you are lapsed in your membership, the contract review service can only be offered as a non-member service until such time as payment for membership is made and membership is reinstated.

1. Definitions

Markel Tax – Markel Tax is a trading division of Markel Tax and Consultancy Services Limited (ATCS), all Contract review services are completed by Markel Tax

Agreement – Contract entered into upon completion of payment for Contract review service on the website as outlined by the clauses below.

Contract Review Service – Service provided by Markel Tax to the Individual via the website as outlined in the Clauses below.

Individual – A Member or Non-member who has made use of the Contract review service via the IPSE website.

Member – A person who is currently a Member, as defined in the articles of association.

Non-member – A person who is not currently Member or chooses not to use the Contract review service as a Member.

Services/ Service – The Contract review service stated within the clause below, delivered by Markel Tax.

We, Us , Our – Freelance Corner.

Working day – Normal business hours (Generally 9am to 5 pm GMT), excludes weekends or Public Holidays.

You, Your, Yours – The Individual making use of the Contract review Service

Where appropriate words referring to males include females and vice versa.

This document is for descriptive purposes only and is subject to all the eligibility provisions and all other terms, conditions, and limitations applicable

2. Services

2.1. Eligibility

The Contract Review Service is available to both non-members and members. If you are lapsed in your membership, the contract review service can only be offered as a non-member service until such time as payment for membership is made and membership is reinstated.

Neither we nor Markel Tax shall have any obligation under this Agreement to provide service where the individual has failed to pay for the service requested.

2.2. Extent of Services

The Services shall comprise of Markel Tax's review of, and their electronically delivered analysis of, the contract that you upload via the website. An additional questionnaire will be supplied to you from Markel Tax via email after payment. Please note; if application is made outside of Working hours the questionnaire may not be sent until the next working day.

Where Express contract review service has been selected: Markel Tax will complete and return the review within 1 working day (usually 24 hours) from receipt of the completed questionnaire Where the standard contract review

service is used Markel Tax will complete and return the review within 5 working days from receipt of the completed questionnaire. The delivery timescales relate to normal business hours and excludes weekends or Public Holidays.

Markel Tax shall use reasonable endeavours to ensure the Services are reasonably consistent with the description of the Contract Review Service provided on our website. Any variations or additions to the Services agreed between the individual and Markel Tax are not covered by this Agreement and should be agreed directly between the individual and Markel Tax.

3. Fees

3.1. Payment for service

The individual will be asked to make full payment for the service upon submission:

3.2. Additional payments

Where the total documentation submitted to be reviewed is excessively lengthy and in excess of 50 pages Markel Tax, at its absolute discretion, may deem it necessary to charge an additional fee to cover the extra time required to conduct the review. You will be advised of any anticipated additional fee by Markel Tax directly and have the opportunity to consider this prior to the commencement of the review.

Where the individual requests additional services from Markel Tax whether in relation to the documentation submitted or otherwise, the individual shall agree such additional services with Markel Tax directly and these additional services are not covered by this Agreement.

4. Confidentiality

4.1. Information sharing

We will share with Markel Tax only information given on the contract review application form Markel Tax will not share this information with any third parties without prior explicit consent from the individual.

We shall not, use any information supplied by the individual to us under this Agreement, for any purpose other than the provision of the Contract Review Service and for the resolution of complaints.

5. Complaints

5.1. Making a complaint

If an individual is dissatisfied with any aspect of the Services, they may communicate with Markel Tax directly or the complaint may be sent in writing to the membership team (contactus@freelancecorner.co.uk) or communicated by telephone to the same team.

6. Termination

6.1. Termination by Individual

Upon receipt of the payment the contract review may be terminated by you only with direct agreement from both us and Markel Tax only under exceptional circumstances, as agreed by all parties. You may remain liable to cover cost of work already undertaken.

6.2. Termination by Markel Tax or Us

The contract review may be terminated by Markel Tax or us under the following circumstances:

- 6.2.1. The individual is in material breach of this Agreement (including failure to pay fees due under this Agreement or membership fees on time); or
- 6.2.2. The individual has breached this Agreement, has received written notice to remedy the breach, but has failed to remedy the breach within a reasonable period.

The individual will remain liable for any fees due where the provision of the Services has commenced prior to the effective date of termination.

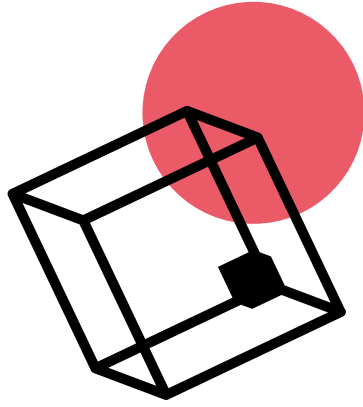
7. Liability

7.1. Extent of Service

- 7.1.1. Services provided pursuant to this Agreement are not intended to constitute comprehensive legal advice. We shall not be liable to the individual for any incorrect, negligent, or wrong advice. Markel Tax are required to use reasonable skill and care in the execution of the Services.
- 7.1.2. Neither we nor Markel Tax will be liable for any delay in performing or failure to perform Services if the delay or failure results from any circumstance beyond their reasonable control.
- 7.1.3. Neither we nor Markel Tax shall be liable under any circumstances for any indirect or consequential losses or damage including but not limited to; loss of profits, revenue, goodwill, anticipated savings or for claims by third parties arising out of the provision of the Services or for their failure to perform any of their obligations under this Agreement.

7.2. Accuracy of information

- 7.2.1. The individual agrees to provide information reasonably requested by Markel Tax in relation to the provision of the Services pursuant to this Agreement. The individual understands that advice provided by Markel Tax may be affected by inaccurate information and the individual shall ensure that information they provide is accurate to the best of their knowledge.
- 7.2.2. You understand that it is in your best interests to check with your insurers regarding the scope of your insurance policy to cover your contractual commitments and neither we nor Markel Tax shall be liable for any losses arising from a failure to show a contract to your insurers and/or following Markel Tax's advice.



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