

MEMBERSHIP TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1 We are Bookkeeper's Detox Ltd (company number 14045342) whose registered office is at 28, Nunnery St, Castle Hedingham, Halstead, Essex CO9 3DW ('Bookkeeper's Detox', 'We', 'Us' or 'Our').
- 1.2 We operate the Bookkeeper's Detox network of professional providers of bookkeeping and accountancy services ('Bookkeeper's Detox Network') which has a corresponding website, currently located at www.bookkeepersdetox.com ('Site').
- 1.3 These membership terms and conditions comprise Our agreement with You ('Terms'), and sets out the following:
 - a) the process by which You, after completing the relevant application process, may at Our discretion be accepted as a Member of Our Bookkeeper's Detox Network; and
 - b) the terms and conditions governing Your Membership and Our provision of membership services to You as set out in these Terms and also as described on Our Site from time to time.
- 1.4 The definitions and rules of interpretation that apply in these Terms are set out in The Schedule.
- 1.5 By submitting an application for Membership and/or by continuing to enjoy the benefits, rights and privileges of the Membership, You agree to be bound by these Terms. Our acceptance of Your application for Membership, continuation of Your Membership depends on You complying with these Terms.
- 1.6 Please note that We may sometimes change, update or modify these Terms. If We do this, We shall provide at least one month's written notice of the changed, updated or modified Terms by posting a notice on the Member's Area and upon expiry of such notice ('Effective Date') the changed, updated or modified Terms shall take effect and replace these Terms (becoming the Terms hereunder). We recommend that You access the Member's Area regularly for any such changes, updates, modifications or other important Membership notifications.
- 1.7 If You do not wish to accept the proposed changes, updated or modified Terms referred to above, where there is any material change to these terms You shall be entitled to terminate Your Membership on giving Us one month's written notice prior to the Effective Date on which the changed, updated or modified terms come into effect. If You do not exercise this termination right by the Effective Date, You will be deemed to have accepted the applicable changed, updated or modified Terms.

2. OUR MUTUAL AGREEMENT

- 2.1 We agree to abide by these Terms and, on the basis that Your application is accepted, provide You with Membership Services.
- 2.2 As a Member, You agree to comply with all relevant policies, including The Bookkeeper's Detox Code of Conduct which is available on the Member's Area of Our Site and any other Membership Rules.
- 2.3 In the event of any conflict or inconsistency between these Terms and any other purported contract documents, terms and conditions, the Bookkeeper's Detox Code of Conduct or any other policies, You agree that these Terms shall take precedence over any other purported contract documents, terms and conditions, the Bookkeeper's Detox Code of Conduct or any other policies.

3. **BECOMING A MEMBER**

- 3.1 We have a registration process, and Your entitlement to become a Member is subject at all times to You having been vetted and accepted by Us. We shall send You a written confirmation if You have been accepted as a Member and Your Membership shall then commence on the 1st of the month following completion of the registration process ('Commencement Date').
- 3.2 We cannot accept You as a Member unless:
- a) you are qualified to engage in public practice as a finance professional and supervised by the association under the applicable UK anti-money laundering laws, statutes, regulations and codes of practice from time to time in force and We may require evidence of such qualification and/or supervision for that purpose;
 - b) based in the United Kingdom; and
 - c) You agree to enter into the Confidentiality Agreement.
- 3.3 You acknowledge that Us accepting You as a Member is entirely at Our discretion and We may decide for any reason to reject Your application or refuse to renew Your Membership. In the event of any dispute about Your entitlement to become a Member (or to have Your Membership renewed) Our decision is final and, except to the extent that We have breached Our express obligations under these Terms or any applicable law, and subject to the remainder of these Terms, We shall not be responsible for Your Membership application being rejected, being suspended (wholly or partly) or Your Membership being terminated.
- 3.4 You agree that You will nominate a main contact in your Registration Form who will participate in the Membership on Your behalf exclusively. If you wish for another member of staff to substitute the main contact, then You will need to obtain the prior written consent of the Bookkeeper's Detox.

4. **MEMBERSHIP TERM**

- 4.1 Your Membership will continue from the Commencement Date unless terminated in accordance with clause 13 or by You giving to Us no less than 14 days' notice before your Membership Fee is due that You wish to cancel (provided always that You have paid at least 1 month's Membership Fee).
- 4.2 Any renewal of Your Membership shall be at Our sole discretion and subject to any additional enquires that We may reasonably make.
- 4.3 To renew Your Membership in all cases, You must also continue to pay the applicable Membership Fees.

5. **MEMBERSHIP FEES AND PAYMENT**

- 5.1 As a condition of Your Membership being activated and its continuation, You will be asked to pay a Membership Fee, which will be payable in such instalments and at such intervals as set out in Our Price List as amended from time to time.
- 5.2 We may also charge You fees for any other services or events You may wish to take advantage of as part of Your membership in addition to Your Membership Fees.
- 5.3 We will advise You of the current fees set out in Our Price List as part of Our application process.
- 5.4 We may vary Our Membership Fees from time to time giving reasonable notice to You either directly or through a general notification in Our Member's Area. In the event that You do not accept these variations, You may terminate Your Membership

by 14 days' written notice which must be received by Us prior to such variation coming into effect, failing which, You will be deemed to have accepted the variation.

- 5.5 Fees are payable in UK pounds sterling by Direct Debit to Our nominated bank account. All Fees or other payments due by You under these Terms shall be paid in full without any deduction, set-off, counterclaim or withholding (unless required by law).
- 5.6 We will take Direct Debit details or from You as part of the registration process. If the Direct Debit instruction is cancelled at any point during Your Membership, We reserve the right, at Our discretion, to terminate Your Membership with immediate effect. For the avoidance of doubt, ceasing payment of your Membership Fee by cancelling your Direct Debit does not constitute a termination by You of Our agreement and You shall remain liable to pay the full Membership Fees for Your remaining membership term (if any).
- 5.7 Where any Membership Fees or charges are overdue (without prejudice to Our other rights or remedies) We shall be entitled to charge interest on such overdue amount at a rate of 4 per cent per annum above the published base rate of Barclays Bank plc. Such interest will accrue daily from the date the amount became due until it is paid in full, accruing after as well as before judgment.
- 5.8 Without prejudice to any other right, claim or action, where You fail to pay any outstanding Membership Fees by the due date for payment, We will request payment within such period as We determine at Our absolute discretion. Failure to make payment may lead to the suspension of Your Membership (and any rights, privileges or benefits derived from such Membership may be withheld) until such payment is received in full. We also reserve the right to terminate Your Membership for non-payment. If Your membership is either suspended or terminated and You request that Your Membership is reactivated, We also reserve the right to request an administration fee to meet the costs of such reactivation as well as an advance payment (or other form of guarantee) where We reasonably consider this necessary to reduce Our risk.

6. INFORMATION AND CONFIDENTIALITY

- 6.1 As part of the Membership, You will be required to provide certain information relating Your business as well as its officers, directors, partners, employees, agents, suppliers or contractors and You. You must make sure You have the necessary consents (if any) to share this information (including any individual's personal information) with Us.
- 6.2 You undertake and warrant to Us that all information You provide to Us is complete and accurate. Any changes to Your circumstances or other developments that could affect Your ability to comply with these Terms must be reported to Us in full without delay. Failure to comply with this paragraph is a material breach of these Terms and will entitle Us to immediately terminate Your Membership on written notice without liability to You.
- 6.3 We reserve the right to refuse any Membership application; withdraw any offer of Membership, suspend Your Membership and/or terminate Membership altogether, if You unreasonably delay or fail to respond to reasonable information requests from Us that are relevant to Your Membership or You refuse to reasonably co-operate with Our investigations relating to Your conduct or Membership.
- 6.4 We will only use personal information as set out in Our Privacy Policy, a copy of which is available on Our Site.
- 6.5 You understand that as part of Your activities under Your Membership, Your client's personal information may be shared within the Support Team and You agree as a

condition of these Terms and Conditions to enter into the Confidentiality Agreement governing how such personal data is shared.

- 6.6 You are responsible for ensuring that any use of Your client's personal data as part of Your Membership is compliant with all relevant data protection laws and legislation. You agree that Bookkeeper's Detox have no liability in this regard and You shall indemnify Us and keep Us fully and effectively indemnified against all actions, claims, demands, damages, liabilities and corresponding costs and expenses We incur (including professional legal fees) arising out of any breach of relevant data protection laws and legislation by You regarding Your Membership.

7. MEMBER'S WHATSAPP GROUP

- 7.1 As a member You will have access to the Bookkeeper's Detox Network which is hosted via a WhatsApp Group ('BDN') where You will be able to learn about business announcements, ask questions including about Bookkeeper's Detox and network with other members. The BDN has been created for all members from all teams in order to ensure that all conversations, ideas and questions are shared between the whole Bookkeeper's Detox Network to maximise the value to all members and Team Leaders.
- 7.2 Any information You share within the BDN is the responsibility of each member and not Bookkeeper's Detox. Where You upload any photographs, descriptions, opinions or any other content ('Content') onto the BDN You give Us a royalty-free, transferable, irrevocable and perpetual right to use, reproduce, distribute and publish such Content and other information relating to You posted within the BDN.
- 7.3 After termination or expiry of Your Membership We may continue to keep any Content left by You on the BDN.
- 7.4 You agree that you will not use, reproduce, distribute and/or publish any content or other information accessed by you as part of the BDN.
- 7.5 Bookkeeper's Detox may remove or disable access to the BDN, if there is any Content that it deems unfit at its absolute discretion. Bookkeeper's Detox may also, at its absolute discretion, take steps up to and including suspending the member from the BDN.
- 7.6 No other WhatsApp groups or chats or similar chat systems hosted via other platform providers or apps are to be created outside of the BDN by members or Team Leaders expect at its absolute discretion the Bookkeeper's Detox may create a Team Leader's group for management communications.

8. SUBCONTRACTING AND BUSINESS OPPORTUNITIES

- 8.1 Any subcontracting arrangement or arrangement to share business opportunities that You may enter into within Your Support Team is separate and independent from Your Membership and Bookkeeper's Detox shall have no responsibility over or involvement in these arrangements and/or no liability in this regard including but not limited to any non-payment or disputes relating to any advice given by You under such arrangements.
- 8.2 Under the Terms of Your Membership, if You decide to enter into such subcontracting and/or business introduction arrangements within Your Support Team, You agree to:
- a) enter into a separate contract with the relevant parties governing the terms of such arrangements and act in accordance with Your own policies and procedures;
 - b) comply with all rules and requirements of Your practising license and all rules and requirements of Your regulator when undertaking activities under

such arrangements;

- c) have appropriate insurance cover in place in relation to such arrangements; and
- d) comply with all applicable laws and regulations including but not limited to those relating to data protection, anti-bribery and corruption and anti-money laundering.

8.3 For the avoidance of doubt:

- e) no member of the Support Team is obliged to enter into any subcontracting or business introduction arrangements as part of the Membership;
- f) the Bookkeeper's Detox is not obliged to facilitate any subcontracting or business introduction arrangements for You as part of Your Membership;
- g) Support Team Members are to follow their own policies and procedures within their own practices to facilitate such arrangements; and
- h) Paying for subcontracted services or employing other Support Team Members is not the responsibility of Bookkeeper's Detox and all Support Team Members are to follow their own policies and procedures within their own practices to facilitate such arrangements.

8.4 You accept and acknowledge that in the event of a dispute between You and a member of the Bookkeeper's Detox Network arising from an agreement or arrangement between the parties You shall use all reasonable endeavours to resolve the dispute regardless of whether or not a complaint is reported to Us directly.

9. YOUR OBLIGATIONS TO US

9.1 You agree to:

- a) comply with the Bookkeeper's Detox Code of Conduct:
[Code of Conduct \(bookkeepersdetox.com\)](https://www.bookkeepersdetox.com)
- b) agree to abide by these Terms including but not limited to maintaining payments in line with clause 5 above; and
- c) comply with all rules and requirements of Your practising licence and all rules and requirements of Your regulator when undertaking activities under Your Membership.

9.2 You shall indemnify Us and keep Us fully and effectively indemnified against all actions, claims, demands, damages, liabilities and corresponding costs and expenses We incur (including professional legal fees) arising out of the following:

- a) any claims under an agreement or arrangement made between You and any other member of the Bookkeeper's Detox Network;
- b) any false, inaccurate, out of date or misleading Member Details or other information provided by You;
- c) any third-party claims or actions against Us arising out of You acting or omitting to do something in breach of these Terms, the Code of Conduct, the Membership Rules or any applicable law; and/or
- d) where We are joined into any legal action or proceedings brought by a another member of the Bookkeeper's Detox Network, regulatory body or other third party against You in relation to Your alleged acts or omissions although the above indemnity shall not apply to the extent that a third party

claim or action for which such indemnity is sought by Us would not have arisen but for Our own negligence or wilful misconduct.

10. INTELLECTUAL PROPERTY AND YOUR LIMITED RIGHT TO USE OUR NAME OR LOGO

- 10.1 You agree that the Bookkeeper's Detox IP belong to Us and except to the extent expressly set out in these Terms You acquire no right, title or interest in such Bookkeeper's Detox IP .
- 10.2 You must not copy, modify, adapt, distribute, publicly share or make available, rent or lend, republish, frame, provide links to or upload any Bookkeeper's Detox IP or any data, content or material (in any form) extracted or copied from Our Site or obtained via Your Membership for any commercial purpose without Our prior written consent.
- 10.3 In relation to Our Marks, You are granted a revocable, non-exclusive, non-transferable, non-sublicensable right for as long as You are a Member to accurately reproduce the Marks on Your Business Materials to indicate that You are a Member and for no other purpose. Such Use of Our Marks shall be in accordance with such brand guidelines as may We issue from time to time and You shall not do anything to damage or dilute the Marks or the goodwill associated with Our brand. Any goodwill arising in relation to Your Use of the Marks shall vest solely in Us and You shall sign any documents immediately on Our request to confirm this.
- 10.4 You shall have no title or right in relation to the Marks (including any rights to take infringement action against others) and shall not challenge the validity of the Marks. You may not use the Marks other than on Your Business Materials for the purpose set out above. Furthermore, You acknowledge that We (or Our affiliates) are the owner of the Marks and You undertake not to Use (or permit others to Use) the Mark as part of a business name or domain name or seek to register the Mark or Use any confusingly similar name that resembles the Marks or Use the Marks in a deceptive or unlawful manner.
- 10.5 On suspension or termination of Your Membership (or where We notify You of actual or suspected breach of this paragraph) all rights You have to Use the Marks cease immediately and You shall remove the Marks from all Business Materials without delay.

11. MEMBERSHIP WARRANTIES AND ACKNOWLEDGEMENTS

- 11.1 As a Member, You represent, undertake and warrant to Us that at all times:
 - a) You will not act in any way which in Our reasonable opinion is likely to have an adverse impact on the operation of the Bookkeeper's Detox Network, Your Membership, other members of the Bookkeeper's Detox Network or the public in general;
 - b) if, at any time, We decide it is necessary to initiate an investigation into You or the conduct or background of any of Your owners, officers, employees or contractors in order to maintain the integrity of the Bookkeeper's Detox Network, You agree to obtain such relevant information as We may reasonably request to assist such investigation;
 - c) You and any agents or contractors You engage to supply goods or perform professional services to Bookkeeper's Detox Customers comply with all applicable UK anti-money laundering laws, statutes, regulations and codes of practice from time to time in force; and
 - d) have not been convicted of any offence involving anti-money laundering (and are not knowingly subject to any claim, investigation or proceedings

alleging commission of such an offence). You also agree that from time to time You may be required by Bookkeeper's Detox to provide further information or take such steps as may be reasonably required by Us to verify or confirm the forgoing.

11.2 You accept and acknowledge that:

- a) We do not guarantee that You will enjoy any increased business as a result of becoming a Member;
- b) the oversight of Your business; safeguarding of its reputation; Your professional conduct; Your provision of goods or services; and management of Your customer or client relationships remains solely Your own responsibility;
- c) We cannot guarantee that all of Our Site or Membership Services will be available on a continuous basis (and there may be interruptions in online services due to maintenance or other events beyond Our control); and
- d) on occasion, We may add to, remove or update the Site or (or its design, contents or presentation) as We deem appropriate, without any liability to You as to when or how We do this.

11.3 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE EXCLUDE LIABILITY (ON OUR OWN BEHALF AND ON BEHALF OF OUR SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR REPRESENTATIVES) FOR ANY (I) INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES; OR (II) ANY LOST REVENUE OR ANTICIPATED SAVINGS, CONTRACTS, LOST DATA, REPUTATION OR ECONOMIC LOSS HOWSOEVER ARISING (AND WHETHER DIRECT OR INDIRECT) FROM YOU BEING A MEMBER OR USING MEMBERSHIP SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THE SAME. IN PARTICULAR, WE SHALL NOT BE LIABLE TO YOU OR YOUR OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS OR REPRESENTATIVES FOR ANY ECONOMIC DAMAGE OR LOSS (WHETHER DIRECT OR INDIRECT INCLUDING LOSS OF REVENUE OR ANTICIPATED PROFITS; LOSS OF ANY FUTURE BUSINESS OR OPPORTUNITIES; DAMAGE TO GOODWILL OR REPUTATION AND ANY OTHER COSTS OR EXPENSES) SUFFERED OR ALLEGED TO HAVE BEEN SUFFERED AS A RESULT OF ANY OTHER EVENT OR CIRCUMSTANCE BEYOND OUR REASONABLE CONTROL.

11.4 EXCEPT AS EXPRESSLY SET OUT IN THESE TERMS, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES, TERMS OR CONDITIONS IN RELATION TO YOUR MEMBERSHIP, OUR SITE OR ANY MEMBERSHIP SERVICES WE PROVIDE (WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE), INCLUDING REPRESENTATIONS, WARRANTIES, CONDITIONS OR TERMS RELATING TO AVAILABILITY, QUALITY OR FITNESS FOR PARTICULAR PURPOSE OR RESULTS ACHIEVED FROM YOU BEING A MEMBER OR USING MEMBERSHIP SERVICES.

11.5 THESE TERMS OF USE WILL NOT EXCLUDE OR LIMIT LIABILITY FOR FRAUD OR MANDATORY RIGHTS YOU HAVE UNDER APPLICABLE LAW TO THE EXTENT THEY CANNOT BE EXCLUDED OR LIMITED BY CONTRACT.

12. COMPLAINTS

We always welcome feedback, and, whilst We always use all reasonable endeavours to ensure that Your experience as a Member is a positive one, We nevertheless want to hear from You if You have any cause for complaint. If You have any complaints about Your Membership, please contact Us.

13. **SUSPENSION OR TERMINATION OF MEMBERSHIP**

13.1 Without prejudice to Our other rights or remedies, We reserve the right to suspend Your Membership in the event that:

- a) You are involved in any legal dispute or action with Us, another Bookkeeper's Detox member or other third party which in Our view could damage Our reputation or impact on Our operations. Upon resolution of such legal dispute We reserve the right (but are not obliged) to re-instate Your Membership or We may decide (acting reasonably) to terminate Your Membership upon written notice with immediate effect.
- b) You have failed to provide information We have requested or We have reason to suspect that You have failed to observe or comply with any of these Terms or Code of Conduct that require further review or legal advice.
- c) We receive complaints or other allegations about Your conduct (or that of Your directors, officers, employees or contractors) that require Us to investigate whether Your continued Membership brings or is likely to bring Us into disrepute or damage Our goodwill.
- d) Without prejudice to any other rights within these Terms, You fail to pay any Fees or other sums when due in accordance with these Terms.
- e) If Your Membership is 'suspended', We will notify You of the same (and the initial period of such suspension).

13.2 At the end of the initial suspension We may in Our sole discretion extend the suspension for a further period pending completion of Our investigations or to allow resolution of the issue; reinstate Your Membership; or otherwise terminate Your Membership in accordance with these Terms.

13.3 Your Membership may be terminated immediately on Us giving notice where:

- a) You have committed a breach of any of these Terms, the Code of Conduct or the Membership Rules that cannot be remedied or where You have committed such a breach that can be remedied but You fail to do this within 14 days of Us notifying You of such breach;
- b) You behave in a manner that is unacceptable towards any employee or service provider of Bookkeeper's Detox or a member of Bookkeeper's Detox Network or Use language that is considered abusive, offensive, insulting, derogatory or disrespectful;
- c) You are a business or company and You go into liquidation or administration, have a receiver appointed or suffer any analogous action in consequence of a debt;
- d) You are a person, trading as a sole trader or otherwise, and You are made bankrupt;
- e) You cease to carry on the business or trade for which You are listed on Our Membership Database (or threaten to do so);
- f) We discover that any information provided by You is false or incorrect or You have withheld material information that is relevant to Your Membership;
- g) You infringe the Bookkeeper's Detox IP or do anything that (in Our view) brings, or is likely to bring Our reputation into disrepute or damages, or is likely to damage, Our goodwill (including any complaints or other allegations about Your conduct or that of Your directors, officers, employees or contractors);

- h) You fail to pay any Fees or other sums when due in accordance with these Terms; and
 - i) for any reason, We consider it appropriate to terminate Your Membership to safeguard Our reputation such as material changes to the ownership or composition of Your trade, business, company or personnel that are of such fundamental effect that (in Our reasonable view) it is appropriate to terminate Your Membership and request that You apply as a new Member.
- 13.4 Termination of Your Membership shall be without prejudice to the rights of either party, which accrued prior to the date of such termination including any outstanding payment obligations.
- 13.5 If Your Membership is terminated by Us for whatever reason:
- a) You shall not be entitled to a refund of Your Membership Fee or any part of it;
 - b) Your right to use the Marks shall cease immediately and You must remove the Marks and any reference to Your Membership from all Your Business Materials without delay; and
 - c) You must not do or say anything from that date to give the impression that You continue to be a Member or are in some way associated with or endorsed by Us.

14. **GENERAL**

- 14.1 You confirm that You are not agreeing to these Terms in reliance of any representation made by Us other than those which are expressly set out here in writing. All descriptions and other information in Our advertising and publicity material are illustrations only and do not form part of these Terms. These Terms constitutes the entire agreement between Us and You and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between Ourselves relating to Your Membership or Membership Services, whether written or oral.
- 14.2 Should any part of these Terms be declared invalid or unenforceable by a court of competent jurisdiction, this shall not affect the validity of any remaining portion which (if legally permitted) shall remain in full force and effect.
- 14.3 We may assign any of Our rights and transfer, delegate or subcontract any of Our obligations under these Terms.
- 14.4 These Terms are subject to English law. To the maximum extent legally permitted, You agree that any dispute relating to the Terms shall be subject to the exclusive jurisdiction of the courts of England and Wales and any proceedings relating to a dispute shall be in the English language.
- 14.5 No failure or delay by Us or You in exercising any rights under these Terms and Conditions means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of these Terms and Conditions means that We or You will waive any subsequent breach of the same or any other provision.
- 14.6 Any notice to be given in writing under these Terms must be sent to Us by registered mail or by hand (or by email, provided that it is confirmed by written evidence of receipt) to Our registered address (as detailed above). Any notice to be given to You will be sent to You at the physical or email address provided to Us in Your Registration Form or as notified to Us by You upon a change of address from time to time. Any notice provided to You shall be deemed to be received on delivery, for notices by email, delivery shall mean when Our system indicates the email has been successfully delivered and no delivery error message has been received.

- 14.7 You shall attempt to resolve any disputes You have with Us amicably and Use reasonable endeavours to avoid the need for court proceedings, following the procedure below:
- 14.8 Bookkeeper's Detox reserves the right from time to time to market promotional discounts and offers to potential Members. In such cases these Terms for such may be varied on those specific cases but shall not affect existing Members.

Bookkeeper's
& Detox's

The Schedule

The following definitions and rules of interpretation apply in this agreement:

“Bookkeeper’s Detox IP”	means the intellectual property rights (including the rights to any inventions or patents, copyright, design rights, trade marks, goodwill in relation to any business names or signs, domain names, database rights, know-how and other intellectual property rights, whether registered or unregistered, existing anywhere in the world) in relation to Our Membership or Site (and their respective contents).
“Business Materials”	means Your business website, Your business marketing materials or Your business stationary.
“Code of Conduct”	means Our Code of Conduct available from the Member’s Area.
“Commencement Date”	means the 1 st of the month following the date on Your Registration Form.
“Confidentiality Agreement”	means the confidentiality agreement entered into between Us and the Support Team on or around the date of this agreement.
“Marks”	means ‘Bookkeeper’s Detox’ brand name and logo used on Our Site from time to time.
“Member”	means the bookkeeping or accountancy business identified in a Registration Form whose application for Membership of the Support Team has been accepted by Us and they will be a Member for as long as they remain a Member as provided by these Terms.
“Member’s Area”	means the dedicated member’s area of Our Site, the link to this site is provided to you by email once registration commences.
“Membership”	means Your involvement as a Member as part of the Support Team.
“Membership Rules”	means any policies or codes that are generally applicable to Our Membership as notified from time to time either directly to You as a Member or through Our Member’s Area.

“Services”	means all services which We provide to Members of the Bookkeeper’s Detox Network.
“Price List”	means the price list for all the Services which We offer and Membership Fees available in the Member’s Area.
“Registration Form”	means the application form that We provide to You in hard copy form or online.
“Renewal Date”	means each 12-month anniversary following the Commencement Date and thereafter.
“Support Team”	means the team of up to 5 bookkeepers and/or accountants overseen by the Team Leader to which You are allocated by Us.
“Team Leader”	means the member appointed by Us as leader of the Support Team.
“Terms”	means these terms and conditions which comprise Our agreement with You.
“You/Your”	means the bookkeeping or accountancy business identified in a Registration Form.

1. A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time. A reference to legislation or a legislative provision includes all subordinate legislation made from time to time under that legislation or legislative provision.
2. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
3. A reference to writing or written includes email.
4. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
5. The headings used in these Terms and Conditions are for convenience only and shall not affect the interpretation of these Terms and Conditions.
6. Words signifying the singular number shall include the plural and vice versa.
7. References to any gender shall include the other gender.
8. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.