

Application Form

Type of service required:

If other, please enter:

Please tell us how you heard about us:

1. Personal details

Title (Mr, Mrs, Ms, Miss, etc):

Last Name:

First Name(s):

Address:

Home Telephone No.:

Daytime Contact No.:

E-mail address:

Post Code:

Date you moved to this address:

National Insurance Number:

d d m m y y y y

Unique Tax Reference Number (UTR):

(for Accountancy and Self-assessment only)

Bank Account details:

Date of Birth:

Account number:

d d m m y y y y

Sort code:

Type of industry (MOD, Civil servant, Self-employed, Limited Company etc.).

Please use the space below to give details of your business or current job role.

Name of Employer/Business:

Position Held:

Date Started:

d d m m y y y y

Address:

Leaving Date:

Reason for Leaving:

Post Code:

3. Umbrella clients only

Do you have another job(s)?

Please provide address of that job(s)

If yes, enter your annual income below:

Name:

Address:

Post Code:

4. Documentation

For tax returns and refund calculations, you will need to provide copies of the following:
P60/payslip
Evidence of annual total income including benefits or other incomes received
Evidence of total annual expenses incurred (expenses receipts)

Any other information:

5. Declaration

Statement to be Signed by the Applicant

Please complete the following declaration and sign it in the appropriate place below together with the other **ATTACHED FORMS** and post it to the address above. If this declaration is not completed and signed, your application for our services will not be considered.

I agree that by signing this form; I give authority to Bensiri Consultancy Services Ltd to act as an agent on my behalf on the above requested service for the agreed stated period and can also create and maintain computer and paper records of my personal data and that, this will be processed and stored in accordance with the Data Protection Act 1998. I also agree to the terms & conditions of the business.

I confirm that all the information given by me on this form is correct and accurate and I understand that if any of the information I have provided is later found to be false or misleading, any agreed services may be withdrawn and a refund will not be given.

Signature:

Please type your full name or insert your signature in the box above

Date:

d d m m y y y y

For office use only

Client reference number: Type of service:

Initial amount received:

Application outcome:

Processed by: File number:

Date: D D M M Y Y Y Y Sign:

Any service agreement between Bensiri Consultancy Services and a customer shall be bound by our terms and conditions.

1.0. Definitions:

- 1.1 - Consultancy – An advice in relation to a specific service (s) that we provide.
- 1.2 - Consultancy with Casework – This involves giving advice and undertaking a specific casework.
- 1.3 - Customer/Client - The person who is receiving or soliciting the advice/casework.
- 1.4 - Application - The initial request for our services.
- 1.5 - Application Documentation – The application form together with any other required information or documents.
- 1.6 - Umbrella Clients or Temporal employees – This refers to clients who have requested our services solely for withholding and Remitting PAYE & NICs to HMRC in compliance with IR35 or as required by law.
- 1.7 - Working Hours: Weekdays; 9am to 5pm, excluding public and bank holidays; Saturdays 10am to 2pm.

2.0. CONDITIONS:

- 2.1 - Bensiri Consultancy will arrange a suitable initial appointment with the client and may refer the client (s) to other third-party consultant as and when necessary.
 - 2.2 - Bensiri Consultancy has the right to refuse any advisory service or casework if we believe there is insufficient information or false information to work with. In addition, Bensiri Consultancy has the right to refuse any application/request for our services made through our system. We cannot guarantee that all urgent requests/appointments either made directly on phone or via our website shall receive immediate action.
 - 2.3 - Bensiri Consultancy reserves the right to cancel any appointment(s) either made or already agreed with a client/customer without recourse to any compensation and a new date shall be agreed if financial considerations have not been exchanged. In the event of financial considerations already exchanged or monies paid, this shall be returned to the customer/client in full.
 - 2.4 - It is the client's/customer's responsibility to provide accurate information and personal details such as postal address, date of birth, and phone numbers on the initial application form. Bensiri Consultancy Services will not be responsible for communication failures or delays through either the United Kingdom's postal system or that which is provided by the customer as a means of communicating to them (Customers/Client). However, a request for a re-postage of documents already sent shall attract an administrative fee which must be paid by the customer/client depending on the urgency of the document and the delivery method used (e.g. First class recorded, same day delivery, DHL, Parcel Force etc.)
 - 2.5 - Bensiri Consultancy Services can only send postal mail to a full United Kingdom street address; unless otherwise stated or requested by the customer/client.
 - 2.6 - It is the responsibility of the client/customer to state the type of service required on the initial application form, failure to do so or stating the wrong service request, may lead to the provision of services which may not be required by the customer/clients and, the cost thereof associated with the work done to date or completed will be paid by the customer/client.
 - 2.7 - An initial payment as per the fee schedule per service will be taken from the customer after the agreement of any services to be undertaken.
- NB:** some services will require an initial consultancy fee which must be paid before any service(s) can commence. Consultancy services that may require an on-site work or activity (such as stock-taking, financial account set-up and auditing) will attract an additional fee as per the fee schedule.
- 2.8 - Customers/Clients can request letters and other formal communication correspondences in the form of written letters to government institutions and other organisations in relation to the service(s) requested at a fee of £10 per letter and £5 fee charge for further correspondences in relation to same. The only exception to this is when the said fees are included in the original fees prior to the start of the Consultancy/Casework solicited.
 - 2.9 - Bensiri Consultancy Services will determine the time frame required to complete a particular solicited service. However, as much as we aim to complete our caseworks and general advice sessions within the time frame given to our customers, we cannot guarantee that this will always be the case due to our frequent engagements with government agencies and other organisations.

3.0. Umbrella clients:

- 3.1 – Bensiri Consultancy Services shall act as a supplier of personnel with their consent and on behalf of all umbrella clients or employees; and shall treat all umbrella clients as temporal employees for the purposes of withholding and remitting PAYE and NIC to HMRC as required and in compliance of IR35 resulting from all employment activities engaged by them through an agency or employer of their choice. Bensiri Consultancy Services will not be responsible for statutory employer payments such as, Employer's national insurance contributions (ERsNIC), holiday pay etc. The ERsNIC will be paid from the wages, salaries or income received on behalf of the client.
- 3.2 – Bensiri Consultancy Services shall receive all income, wages, and salaries resulting from the clients employed activities; and shall deduct the relevant statutory amounts (i.e. PAYE, NIC's & ErsNIC) and pay them to HMRC as agreed between both parties.

3.3 – All umbrella client(s) must complete and submit expenses claim form in order to be paid for all business related expenses. The said expenses will be deducted before statutory percentage rates are applied and deducted from their pay and paid to them. Bensiri Consultancy Services will produce and send payslips to all umbrella clients

3.4 – All umbrella client(s) or employees have the right to terminate their services but must give a 30 days' notice. After which all monies received on their behalf will be paid after deducting our fees.

4.0. Data Protection:

4.1 - Bensiri Consultancy services shall treat all information from customers/client with strict confidentiality under the Data Protection Act 1998; we also adhere to strict information governance practices and other ethical business practices applicable to our line of work.

5.0. Complaints:

5.1 - We aim to provide outstanding services to all our Customers/Clients. However, customers/clients who are unhappy with our services can file a formal complaint to us via info@bensiriconsultancy.com during or after 14 days of completion of the service provided and we will endeavour to address any issues, concerns or refunds within 28 days.

6.0. Refunds:

6.1- Clients/Customers have a 14 day period to request for termination of the services requested for a full refund; the request for the refund must be made in writing and posted to us or an email to that effect can be sent to us at info@bensiriconsultancy.com prior to the beginning of the general consultancy advice/service or after the commencement of the casework respectively. After the 14 days period customers will be entitled to a refund of 50% of the fees paid, applicable to CASEWORK only. Refunds will not be given for general consultancy advice.

6.2 - **NB:** refunds will not be given if we are unable to complete a particular service as agreed by both parties due to the customer/client providing false, inaccurate information or deliberately providing misleading information for whatever reasons.

7.0. Liability:

7.1 - In the event of our services not meeting the client/customer specific requirement for reasons not known to us prior to the start of the agreement, a 70% refund of the fees paid will be made to the client subject to following conditions:

1. Written evidence of initial service requirement agreed by both parties
2. Evidence of work/service carried out and received by the client/customer
3. Evidence of work/service done not meeting the client's/customer's requirement
5. Evidence of fees paid (i.e. invoice, receipt etc.)

7.2 Our liabilities are limited to the total amount of fees paid in relation to the service or work provided. We will not be liable for any other cost that our clients/customers anticipate as a result of the service/work we have provided or are about to provide.

8.0. Claims:

8.1 - Customers/Clients must request and submit a claim form within 7 days after the completion of the work/service provided, to our email info@bensiriconsultancy.com for a refund of 80% of the fees paid after which a refund less 50% of the fees paid will be given.

9.0. Enforcement:

9.1 - If any part of these terms and conditions is found to be unenforceable as a matter of law, the enforceability of any other part of these terms and conditions will not be affected.

10.0. Applicable Laws:

10.1 - These terms and conditions and any contract between us shall be governed by and interpreted in accordance with the Laws of England and Wales and such Courts shall have jurisdiction over any disputes between us. Customers/Clients outside this jurisprudence will be bound by this governing law.

11.0 REGULATORY BODY:

11.1 - As an Accountancy service provider, our business activities are regulated by HMRC Money Laundering Regulations (MLR), and thus all of our dealings with clients will be in compliance with the regulations.

12.0. Statutory Rights:

12.1 - These terms and conditions are not to be in contravention of your statutory rights as a consumer, which will remain unaffected.