

Terms and Conditions

February 2024

IPSE Terms and Conditions

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A. IPSE 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 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 Lynton House, 7-12 Tavistock Square, London WC1H 9LT. In this Contract we refer to ourselves as “**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 with IPSE which can be made via the Website or such other method via which IPSE allows 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 with IPSE

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

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

“**Privacy Policy**” means the privacy policy available at <https://www.ipse.co.uk/about-us/what-we-do/privacy-policy.html>

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

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

3. What IPSE 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 will 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 an IPSE member then you will be subscribed to one of the following levels of membership

- Standard
- Plus
- Student
- Essentials
- Community
- Freelancer
- Umbrella
- Director

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

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 (some of which are set out in the below links for Essentials, Standard and Plus membership levels). 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. IPSE takes data protection seriously. Please see IPSE's 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 of IPSE (including with our Partners).

4. What IPSE asks of you

4.1. When you join IPSE

- 4.1.1. Unless we tell you otherwise your membership of IPSE 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 IPSE 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 IPSE 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. IPSE 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 IPSE 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. IPSE 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 via the online process or in writing prior to the end of the current Membership Year.
- 4.3.3. In the event of IPSE receiving confirmed notification of your death (including such evidence as IPSE 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 IPSE membership, you'll lose all your membership rights and benefits. If you are a 'Plus' member or are a member and have chosen to pay for the life assurance cover in addition to your membership level then your life assurance policy provided by Legal and General will also be cancelled.

4.4. IPSE's Code of Conduct

You agree to:

- 4.4.1. Become a member of IPSE and to comply with IPSE's Articles of Association which are available on the Website for you to view and download.
- 4.4.2. Only use IPSE's logo to signify your membership of IPSE 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 IPSE regarding your business activity; or
 - having a trading relationship with or being a supplier of IPSE.
- 4.4.4. Act always in a professional and courteous manner to all fellow members and employees of IPSE.
- 4.4.5. Not act towards any IPSE employee or fellow member in a manner which may give rise to any claim by the employee or member against IPSE.
- 4.4.6. Not discriminate against any IPSE 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 IPSE employee or fellow IPSE 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 the prior express written authorisation of IPSE. 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 IPSE's Website

- 6.1. From time to time, we may restrict access to some parts or all our Website to members.
- 6.2. Neither IPSE 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 IPSE 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 IPSE are not responsible for the content of the linked websites.
- 6.5. If you use the community forums provided by IPSE at community.ipse.co.uk 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. IPSE 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, IPSE's 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 IPSE's service to you, please email complaints@ipse.co.uk 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. IPSE will normally respond acknowledging receipt of your complaint within 4 Business Days.
- 8.3. IPSE 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. IPSE may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of 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 the prior written consent of IPSE.
- 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:

- in the case of IPSE: membership@ipse.co.uk
- in the case of the member: 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: Lynton House, 7-12 Tavistock Square, London WC1H 9LT
- By telephone: 020 8897 9970 (lines are open Monday to Friday, 9am to 5pm, excluding UK bank holidays)
- By email: membership@ipse.co.uk

B. Plus Membership

This document should be read in conjunction with the IPSE 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 IPSE Plus 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 IPSE.
 - 3.1.4. You will be covered for loss of earnings, up to £2,500, 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) IPSE will compensate you up to £10,000. You must have been an IPSE Plus 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 Plus 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 (Plus 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 (Plus Members Only)

Limit £1,000;

Business Failure of the Designated Member’s End Client

- i. Individual Designated Member Limit £10,000 (Plus Members) or £2,500 (Standard 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 (Plus 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

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

Standard 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 (Plus and Umbrella Members Only)

£2,000 after a three-week continuous absence

Jury Service Cover

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

Standard 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 (Plus Membership) or £250,000 (Standard 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.
- xii. Members cannot benefit from any professional expenses incurred prior to a claim being made, or for any enquiries, investigations, audits or circumstances which the member knew or ought to have known about prior to joining IPSE or prior to upgrading their IPSE membership level.

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

4. Enquiry Representation Service

- 4.1. IPSE 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. IPSE and its 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. Life Assurance

- 5.1. You automatically receive life assurance with a sum insured of £5,000 as part of your IPSE Plus membership
- 5.2. Please let us know who you wish to be the beneficiary of this life assurance in the event of your death
- 5.3. Please let your executor or relatives or loved ones know about this membership benefit so they can contact IPSE to claim in the event of your death
- 5.4. Your life assurance will stop immediately should you allow your membership to lapse or change your membership

to another IPSE membership level which does not include this benefit

Full terms and conditions for Life Assurance can be found [here](#).

6. Voluntary Life Assurance

- 6.1. All full IPSE members can also arrange to top-up their life assurance to a maximum sum insured of £255,000 (including the £5,000 which forms part of your Plus membership package)
- 6.2. This is done via the IPSE website
- 6.3. IPSE will collect premiums from you for this in addition to your annual membership fees
- 6.4. Premiums vary with age and will increase as you get older, as well as any inflationary price increases
- 6.5. Voluntary life assurance will stop immediately should you allow your IPSE membership to lapse or your payments are cancelled by you
- 6.6. Full terms and conditions for voluntary Life Assurance can be found [here](#).

7. Contract review service

- 7.1. This service available at a reduced rate for IPSE members (compared to non-members)

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8. IPSE Partner Offers

- 8.1. 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.

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Please see Andco's site for their full T&C's <https://www.andco.life/terms>

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11. Event and networking opportunities

- 11.1. IPSE arranges frequent events, seminars, networking opportunities and webinars
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12. Updates to Terms and Conditions

- 12.1. 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. Standard Membership

This document should be read in conjunction with the IPSE 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 an IPSE Standard 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 IPSE
 - 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) IPSE will compensate you up to £2,500. You must have been an IPSE Standard 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 IPSE Plus 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 IPSE Plus 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 Plus 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 (Plus 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 (Plus Members Only)

Limit £1,000;

Business Failure of the Designated Member’s End Client

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

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

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

Enquiry Interruption Cover

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

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

Extended Absence Cover (Plus Members Only)

£2,000 after a three-week continuous absence

Jury Service Cover

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

Standard 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 (Plus Membership) or £250,000 (Standard 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.
- xii. Members cannot benefit from any professional expenses incurred prior to a claim being made, or for any enquiries, investigations, audits or circumstances which the member knew or ought to have known about prior to joining IPSE or prior to upgrading their IPSE membership level.

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

4. Enquiry Representation Service

- 4.1. IPSE 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. IPSE and its 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. Voluntary Life Assurance

- 5.1. All full IPSE members can arrange life assurance to a maximum sum insured of £250,000
- 5.2. This is done via the IPSE website
- 5.3. IPSE will collect premiums from you for this in addition to your annual membership fees
- 5.4. Premiums vary with age and will increase as you get older, as well as any inflationary price increases
- 5.5. Voluntary life assurance will stop immediately should you allow your IPSE membership to lapse or your payments are cancelled by you
- 5.6. Full terms and conditions for voluntary Life Assurance can be found [here](#).

6. Contract review service

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7. IPSE Partner Offers

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11. Updates to Terms and Conditions

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D. Essentials Membership

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- 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](#).

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4. Contract review service

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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.

E. Community Membership

This document should be read in conjunction with the IPSE 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.
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6. IPSE Rewards

- 6.1. Members can access a wide collection of rewards and savings from some of the UK's biggest brands while they have an active IPSE membership
- 6.2. IPSE Rewards is offered by the third party website BHSF. IPSE and BHSF reserve the right to remove anyone from the platform if they are found to be abusing the service.
- 6.3. There is a minimum 2 week waiting period to use this benefit.

7. The Business Hub

- 7.1. You may access the business hub site 24/7. The site provides users with legal and business information and templates. It includes additional services and business tools, for example the ability to book a call with an expert, fee paying services, live chat and business health checks.
- 7.2. The site is available on our website to logged-in members only.
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11. IPSE Member Directory

- 11.1. The IPSE member directory is an online resource that allows members to showcase their work and search for other members by location, skill set, and industry. The directory also includes a messaging feature where members can connect with each other and share advice and resources.
- 11.2. IPSE assumes no responsibility or liability for messages sent via the Directory or their contents, nor for any subsequent emails or other forms of contact between the two parties. Please report any spam or suspicious behaviour to membership@ipse.co.uk.
- 11.3. IPSE reserves the right to remove any members from the directory if they are found to be abusing the service or where a complaint is received.

12. 1-2-1 Success Sessions

- 12.1. Several IPSE members have volunteered their time as "experts" to allow other members to book in 20 minute calls to discuss anything related to business, self-employment, or the member's specific area of expertise.
- 12.2. If you choose to provide your email and/or contact number, this information will be shared with the "expert" as part of the calendar notification. If you would prefer to book a session without sharing this information, please contact us at membership@ipse.co.uk.
- 12.3. The views, information, guidance or opinions expressed during the 1-2-1 Sessions are solely those of the individuals involved and do not necessarily represent those of IPSE and its employees. The Sessions are only for informational and educational purposes, and IPSE is not liable for any damages resulting from the use of the information.

13. IR35 Indication Tool

- 13.1. All IPSE members have access to an IR35 Indication Tool
- 13.2. Please note, this is not a status determination nor can it be classed as 'taking reasonable care' in the eyes of HMRC. For a full and detailed opinion it is advisable to book a [contract review](#).

14. Updates to Terms and Conditions

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F. Kickstart Membership

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14. Business Assistance Services

For all compensation claims the End Client must be based in the UK.

- 14.1. Being unable to work due to illness or injury for three consecutive weeks or more
 - 14.1.1. If you cannot work due to illness or injury for three weeks or more, you will receive compensation of up to £1,500.
 - 14.1.2. You must provide evidence to demonstrate the loss that you suffered during your illness i.e. existence of any contracts in place or scheduled work.

14.1.3. You must have been an IPSE member for more than 60 days prior to the unplanned absence.

14.2. 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 Assistance Losses are capable of being reimbursed under any other policy or certificate or undertaking;
- iii. 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;
- iv. 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.
- v. 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.

14.3. 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

15. Updates to Terms and Conditions

15.1. 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.

G. Umbrella Membership

This document should be read in conjunction with the IPSE 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. Voluntary Life Assurance

- 3.1. All full IPSE members can arrange life assurance to a maximum sum insured of £250,000
- 3.2. This is done via the IPSE website
- 3.3. IPSE will collect premiums from you for this in addition to your annual membership fees
- 3.4. Premiums vary with age and will increase as you get older, as well as any inflationary price increases
- 3.5. Voluntary life assurance will stop immediately should you allow your IPSE membership to lapse or your payments are cancelled by you
- 3.6. Full terms and conditions for voluntary Life Assurance can be found [here](#).

4. Contract review service

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

5. IPSE Partner Offers

- 5.1. 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.

6. IPSE Rewards

- 6.1. Members can access a wide collection of rewards and savings from some of the UK's biggest brands while they have an active IPSE membership
- 6.2. IPSE Rewards is offered by the third party website BHSF. IPSE and BHSF reserve the right to remove anyone from the platform if they are found to be abusing the service.
- 6.3. There is a minimum 2 week waiting period to use this benefit.

7. The Business Hub

- 7.1. You may access the business hub site 24/7. The site provides users with legal and business information and templates. It includes additional services and business tools, for example the ability to book a call with an expert, fee paying services, live chat and business health checks.
- 7.2. The site is available on our website to logged-in members only.
- 7.3. Full Business Hub terms and conditions can be found [here](#).

8. Unlimited co-working

- 8.1. IPSE members are entitled to free, unlimited co-working space via Andco while they have an active membership. IPSE members also receive discounted rates when booking meeting rooms via AndCo.
- 8.2. Members must signup via the AndCo website, inputting their membership number to receive the benefit free of charge.
- 8.3. IPSE and AndCo reserve the right to remove this benefit from a member found to be abusing the service or where a complaint from a venue partner is received.
- 8.4. This benefit becomes inactive when you cancel your IPSE membership
- 8.5. There is a 2 week waiting period to use this benefit. If you need to use it immediately then members should sign up for the free 14 days trial on the AndCo website. Before the 14 days has expired members will need to add their membership number into their profile to ensure they are not charged for using the service ongoing.

Please see AndCo's site for their full T&C's <https://www.andco.life/terms>

9. Downloads from the IPSE website

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

10. Event and networking opportunities

- 10.1. IPSE arranges frequent events, seminars, networking opportunities and webinars
- 10.2. These are generally free to members, but IPSE reserves 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.

11. IPSE Member Directory

- 11.1. The IPSE member directory is an online resource that allows members to showcase their work and search for other members by location, skill set, and industry. The directory also includes a messaging feature where members can connect with each other and share advice and resources.
- 11.2. IPSE assumes no responsibility or liability for messages sent via the Directory or their contents, nor for any subsequent emails or other forms of contact between the two parties. Please report any spam or suspicious behaviour to membership@ipse.co.uk.
- 11.3. IPSE reserves the right to remove any members from the directory if they are found to be abusing the service or where a complaint is received.

12. 1-2-1 Success Sessions

- 12.1. Several IPSE members have volunteered their time as "experts" to allow other members to book in 20 minute calls to discuss anything related to business, self-employment, or the member's specific area of expertise.
- 12.2. If you choose to provide your email and/or contact number, this information will be shared with the "expert" as part of the calendar notification. If you would prefer to book a session without sharing this information, please contact us at membership@ipse.co.uk.
- 12.3. The views, information, guidance or opinions expressed during the 1-2-1 Sessions are solely those of the individuals involved and do not necessarily represent those of IPSE and its employees. The Sessions are only for informational and educational purposes, and IPSE is not liable for any damages resulting from the use of the information.

13. IR35 Indication Tool

- 13.1. All IPSE members have access to an IR35 Indication Tool
- 13.2. Please note, this is not a status determination nor can it be classed as 'taking reasonable care' in the eyes of HMRC. For a full and detailed opinion it is advisable to book a [contract review](#).

14. Business Assistance Services

For all compensation claims the End Client must be based in the UK.

- 14.1. Jury Service Compensation
 - 14.1.1. If you are called for and serve on a jury, you will be compensated up to £250 per day served, subject to a maximum of 10 days/£2,500 less a deduction of any amount recovered from the relevant court.
 - 14.1.2. You must have been an IPSE member for more than 60 days prior to receiving the initial jury service notice.
 - 14.1.3. You will have to provide documentary evidence of your service to IPSE

14.2. Umbrella failure compensation

- 14.2.1. If your Umbrella fails (enters administration or becomes insolvent) IPSE will compensate you up to £3,000. You must have been an IPSE member for more than 60 days before your client or agency enters administration or becomes insolvent.

14.3. Waiting Period

- 14.3.1. Please note that for all the above claims, there is a "Waiting Period" of 60 Days from the date from which a Member joins during which a claim will not be accepted. Any losses arising before the commencement of or during the Waiting Period will not be accepted.

14.4. 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 Designated Member's Umbrella Company

Individual Designated Member Limit £3,000

Individual Umbrella Company Aggregate Limit £50,000;

14.5. Aggregate Limit

£250,000 in respect of all claims made.

14.6. 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 Assistance 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 Assistance 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.
 - xii. Members cannot benefit from any professional expenses incurred prior to a claim being made, or for any enquiries, investigations, audits or circumstances which the member knew or ought to have known about prior to joining IPSE or prior to upgrading their IPSE membership level.

14.7. 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

15. Enquiry Representation Service

- 15.1. IPSE 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.
- 15.2. IPSE and its 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.
- 15.3. If you have entered a loan arrangement, these fall outside of the Tax investigation service.
- 15.4. 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.
- 15.5. Full investigation representation terms and conditions can be found here.

16. Updates to Terms and Conditions

- 16.1. 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.

H. Freelancer Membership

This document should be read in conjunction with the IPSE 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. Voluntary Life Assurance

- 3.1. All full IPSE members can arrange life assurance to a maximum sum insured of £250,000
- 3.2. This is done via the IPSE website
- 3.3. IPSE will collect premiums from you for this in addition to your annual membership fees
- 3.4. Premiums vary with age and will increase as you get older, as well as any inflationary price increases
- 3.5. Voluntary life assurance will stop immediately should you allow your IPSE membership to lapse or your payments are cancelled by you
- 3.6. Full terms and conditions for voluntary Life Assurance can be found [here](#).

4. Contract review service

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

5. IPSE Partner Offers

- 5.1. 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.

6. IPSE Rewards

- 6.1. Members can access a wide collection of rewards and savings from some of the UK's biggest brands while they have an active IPSE membership
- 6.2. IPSE Rewards is offered by the third party website BHSF. IPSE and BHSF reserve the right to remove anyone from the platform if they are found to be abusing the service.
- 6.3. There is a minimum 2 week waiting period to use this benefit.

7. The Business Hub

- 7.1. You may access the business hub site 24/7. The site provides users with legal and business information and templates. It includes additional services and business tools, for example the ability to book a call with an expert, fee paying services, live chat and business health checks.
- 7.2. The site is available on our website to logged-in members only.
- 7.3. Full Business Hub terms and conditions can be found [here](#).

8. Unlimited co-working

- 8.1. IPSE members are entitled to free, unlimited co-working space via Andco while they have an active membership. IPSE members also receive discounted rates when booking meeting rooms via AndCo.
- 8.2. Members must signup via the AndCo website, inputting their membership number to receive the benefit free of charge.
- 8.3. IPSE and AndCo reserve the right to remove this benefit from a member found to be abusing the service or where a complaint from a venue partner is received.
- 8.4. This benefit becomes inactive when you cancel your IPSE membership
- 8.5. There is a 2 week waiting period to use this benefit. If you need to use it immediately then members should sign up for the free 14 days trial on the AndCo website. Before the 14 days has expired members will need to add their membership number into their profile to ensure they are not charged for using the service ongoing.
Please see AndCo's site for their full T&C's <https://www.andco.life/terms>

9. Downloads from the IPSE website

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

10. Event and networking opportunities

- 10.1. IPSE arranges frequent events, seminars, networking opportunities and webinars
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11. IPSE Member Directory

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- 11.2. IPSE assumes no responsibility or liability for messages sent via the Directory or their contents, nor for any subsequent emails or other forms of contact between the two parties. Please report any spam or suspicious behaviour to membership@ipse.co.uk.
- 11.3. IPSE reserves the right to remove any members from the directory if they are found to be abusing the service or where a complaint is received.

12. 1-2-1 Success Sessions

- 12.1. Several IPSE members have volunteered their time as "experts" to allow other members to book in 20 minute calls to discuss anything related to business, self-employment, or the member's specific area of expertise.
- 12.2. If you choose to provide your email and/or contact number, this information will be shared with the "expert" as part of the calendar notification. If you would prefer to book a session without sharing this information, please contact us at membership@ipse.co.uk.
- 12.3. The views, information, guidance or opinions expressed during the 1-2-1 Sessions are solely those of the individuals involved and do not necessarily represent those of IPSE and its employees. The Sessions are only for informational and educational purposes, and IPSE is not liable for any damages resulting from the use of the information.

13. IR35 Indication Tool

- 13.1. All IPSE members have access to an IR35 Indication Tool
- 13.2. Please note, this is not a status determination nor can it be classed as 'taking reasonable care' in the eyes of HMRC. For a full and detailed opinion it is advisable to book a [contract review](#).

14. Business Assistance Services

For all compensation claims the End Client must be based in the UK.

- 14.1. Jury Service Compensation
 - 14.1.1. If you are called for and serve on a jury, you will be compensated up to £250 per day served, subject to a maximum of 10 days/£2,500 less a deduction of any amount recovered from the relevant court.
 - 14.1.2. You must have been an IPSE member for more than 60 days prior to receiving the initial jury service notice.
 - 14.1.3. You will have to provide documentary evidence of your service to IPSE

- 14.2. Failure of an Agency to honour contractual arrangements
 - 14.2.1. IPSE will compensate you up to £1,000.
- 14.3. Being unable to work due to illness or injury for three consecutive weeks or more
 - 14.3.1. If you cannot work due to illness or injury for three weeks or more, you will receive compensation of up to £1,500.
 - 14.3.2. You must provide evidence to demonstrate the loss that you suffered during your illness i.e. existence of any contracts in place or scheduled work.
 - 14.3.3. You must have been an IPSE member for more than 60 days prior to the unplanned absence.
- 14.4. Waiting Period
 - 14.4.1. Please note that for all the above claims, there is a "Waiting Period" of 60 Days from the date from which a Member joins during which a claim will not be accepted. Any losses arising before the commencement of or during the Waiting Period will not be accepted.
- 14.5. Meetings with HMRC or your Designated Representative – Enquiry interruption
 - 14.5.1. 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.
- 14.6. 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:

 - i. Failure of the agency to honour contractual arrangements
£1,000;
 - ii. Enquiry Interruption Cover
£250 per day subject to a maximum limit of £750 per member
 - iii. Injury or Illness Cover
£1,500 after a three-week continuous absence
 - iv. Jury Service Cover
£250 per day subject to a maximum limit of 10 days Jury Service or £2,500, whichever is less
- 14.7. Aggregate Limit

£250,000 in respect of all claims made.
- 14.8. 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 Assistance Losses are capable of being reimbursed under any other policy or certificate or undertaking;
 - iii. 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;
 - iv. 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;

- v. 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.
- vi. 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
- vii. amounts in respect of claims in connection with the failure of the Agency to honour its contractual arrangements 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
- viii. 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.
- ix. 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.
- x. Members cannot benefit from any professional expenses incurred prior to a claim being made, or for any enquiries, investigations, audits or circumstances which the member knew or ought to have known about prior to joining IPSE or prior to upgrading their IPSE membership level.

14.9. 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

15. Enquiry Representation Service

- 15.1. IPSE 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.
- 15.2. IPSE and its 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.
- 15.3. If you have entered a loan arrangement, these fall outside of the Tax investigation service.
- 15.4. 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.
- 15.5. Full investigation representation terms and conditions can be found here.

16. Updates to Terms and Conditions

- 16.1. 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.

I. Director Membership

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- 8.4. This benefit becomes inactive when you cancel your IPSE membership
- 8.5. There is a 2 week waiting period to use this benefit. If you need to use it immediately then members should sign up for the free 14 days trial on the AndCo website. Before the 14 days has expired members will need to add their membership number into their profile to ensure they are not charged for using the service ongoing.
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- 11.3. IPSE reserves the right to remove any members from the directory if they are found to be abusing the service or where a complaint is received.

12. 1-2-1 Success Sessions

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- 12.2. If you choose to provide your email and/or contact number, this information will be shared with the "expert" as part of the calendar notification. If you would prefer to book a session without sharing this information, please contact us at membership@ipse.co.uk.
- 12.3. The views, information, guidance or opinions expressed during the 1-2-1 Sessions are solely those of the individuals involved and do not necessarily represent those of IPSE and its employees. The Sessions are only for informational and educational purposes, and IPSE is not liable for any damages resulting from the use of the information.

13. IR35 Indication Tool

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- 13.2. Please note, this is not a status determination nor can it be classed as 'taking reasonable care' in the eyes of HMRC. For a full and detailed opinion it is advisable to book a [contract review](#).

14. Business Assistance Services

For all compensation claims the End Client must be based in the UK.

- 14.1. Jury Service Compensation
 - 14.1.1. 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 days/£5,000 less a deduction of any amount recovered from the relevant court. This cover would apply irrespective of the manner in which you are employed e.g. limited company or umbrella.
 - 14.1.2. You must have been an IPSE member for more than 60 days prior to receiving the initial jury service notice.
 - 14.1.3. You will have to provide documentary evidence of your service to IPSE
- 14.2. Client or agency failure compensation

14.2.1. If your client fails (enters administration or becomes insolvent) IPSE will compensate you up to £10,000. You must have been an IPSE member for more than 60 days before your client or agency enters administration or becomes insolvent. This only covers direct clients, and not agencies

14.3. Failure of an Agency to honour contractual arrangements

14.3.1. i.e. if an agency cancels your contract before you start work or your engagement is terminated without being given proper notice, IPSE will compensate you up to £1,000.

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

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

14.4.2. You must provide evidence to demonstrate the loss that you suffered during your illness i.e. existence of any contracts in place or scheduled work. You must have been an IPSE member for more than 60 days prior to the unplanned absence.

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

14.5.1. 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.

14.6. Waiting Period

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

14.7. Payment Limits

14.7.1. 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:

- i. End Client Failure:
Limit £10,000;
- ii. Failure of the agency or end client to honour contractual arrangements
£1,000;
- iii. Enquiry Interruption Cover
£500 per day subject to a maximum limit of £1,500 per member
- iv. Injury or Illness Cover
£2,000 after a three-week continuous absence
- v. Jury Service Cover
£500 per day subject to a maximum limit of 10 days Jury Service or £5,000, whichever is less

14.8. Aggregate Limit

14.8.1. £750,000 in respect of all claims made.

14.9. 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 Assistance 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 Assistance 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.
- xii. Members cannot benefit from any professional expenses incurred prior to a claim being made, or for any enquiries, investigations, audits or circumstances which the member knew or ought to have known about prior

to joining IPSE or prior to upgrading their IPSE membership level.

14.10. 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)
- i. severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)
- i. a mutation or variation of SARS-CoV-2
- i. a threat, fear or likelihood of infection with any of the above

15. Enquiry Representation Service

- 15.1. IPSE 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.
- 15.2. IPSE and its 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.
- 15.3. If you have entered a loan arrangement, these fall outside of the Tax investigation service.
- 15.4. 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.
- 15.5. Full investigation representation terms and conditions can be found here.

16. Updates to Terms and Conditions

- 16.1. 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.v

J. Student Membership

This document should be read in conjunction with the IPSE General Terms & Conditions. Please note the following amendments supersede those in IPSE general membership terms and conditions where membership type is IPSE Student membership.

1. General

- 1.1. Student membership of IPSE is for annual periods, one year at a time, and starts the day we receive a valid application and valid payment details or valid discount code from you. Renewal is automatic where payment details are provided, and IPSE Student members must contact IPSE's membership team to cancel renewal of their membership. Where payment is made via the university and student received an access code, the student must contact their university for a new code each year, where eligible.
- 1.2. IPSE Student members are not eligible to pay by monthly Direct Debit. Membership must be paid in full annually.
- 1.3. No clauses referring to monthly payments are applicable to the IPSE Student membership.

2. Eligibility of IPSE Student membership

- 2.1. IPSE Student members must be a current student at a University, Higher Education College, Further Education College, or have graduated within the past 12 months – unless you have been provided with a University discount code.
- 2.2. If IPSE establishes that you do not meet the criteria as indicated in the terms and conditions and IPSE Student membership criteria, IPSE reserves the right to withdraw student membership without refunding payment.

3. IPSE Partner Offers

- 3.1. 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.

4. Downloads from the IPSE website

- 4.1. IPSE provides a huge range of helpful advice and information including but not limited to, business templates, toolkits and business contracts
- 4.2. These are used at your own risk and do not replace formal professional advice
- 4.3. IPSE shall not be held liable for any loss associated with use of these items.
- 4.4. Please ensure that these items meet your specific requirements before use.

5. Right to vote

- 5.1. IPSE student members retain the right to vote in IPSE elections for the duration of their membership.

6. Event and networking opportunities

- 6.1. IPSE arranges frequent events, seminars, networking opportunities and webinars
- 6.2. These are generally free to members, but IPSE reserves 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.

7. Discounts on higher levels of membership

- 7.1. IPSE Student members are eligible to receive a 25% discount on higher levels of IPSE membership.

8. University discount codes

- 8.1. Discount codes provided to students by IPSE University Partners can only be applied to memberships at time of purchase, and no discount or refund will be applied retrospectively.
- 8.2. If using a membership discount code provided by your education institution you agree for IPSE to share your name, email address and membership commencement date, degree discipline, faculty/department with your institution.

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.

K. 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 IPSE Member"** means an IPSE Standard or Plus Member or member of another IPSE Vertical which has access to the Tax & VAT Helpline through their arrangements with IPSE and advised to Markel Tax and who has paid the appropriate membership fee as laid down by IPSE 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 IPSE has an arrangement with Markel Tax for the provision of advice either in isolation or as part of insurance-backed services provided by IPSE to its 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 IPSE's 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 IPSE 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.

L. 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 Markel 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.

6. Commercial Advice

- 6.1. 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:

7. Intellectual Property

- 7.1. Small claims court procedures
7.2. Business tenancies
7.3. Debt recovery
7.4. Dealing with complaint letters (asserting rights)
7.5. Dealing with statutory demands

8. Employment Advice

- 8.1. 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

9. Health & Safety Advice

- 9.1. 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

10. Legal Telephone Advice Services

- 10.1. 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.

- 10.2. 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).
- 10.3. 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

M. Tax Enquiry Service – Freelance, Director and Umbrella Members

The IPSE Tax Enquiry Service is fully backed by an Insurance Policy, which IPSE has 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.

Please also note that the loss of earnings benefit for Freelance or Director members can only be claimed where the Markel Tax investigations consultant has confirmed that the member's attendance at an HMRC meeting is required.

1. Service protection

Fee Protection of up to £50,000 (£25,000 for IR35 and Pre Dispute covers), and loss of earnings of up to £250 per day (maximum £750) for Freelance and Umbrella members and up to £500 per day (maximum £1,500) for Director 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 (Director and Umbrella members only)
- S660A

1.3. HMRC use of Information and Inspection Powers/Sch. 36 Pre Disputes in respect of (Director members only):

- 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.
- 2.11. Any incident or event that is likely to give rise to a claim under the Tax Enquiry Service which existed and/or you were aware of prior to becoming a member.

3. Claims Procedures and administration

- 3.1. In the event a member suffers an investigation, the member should contact IPSE to make a claim under the IPSE Tax Investigations Service. IPSE 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.
- 3.2. 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. IPSE 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.

N. Tax Enquiry Service – Standard and Plus Membership

The IPSE Tax Enquiry Service is fully backed by an Insurance Policy, which IPSE has 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.

Please also note that the loss of earnings benefit for Standard or plus members can only be claimed where the Markel Tax investigations consultant has confirmed that the member's attendance at an HMRC meeting is required.

1. Service protection

Fee Protection of up to £100,000, and loss of earnings of up to £250 per day (maximum £750) for Standard members and up to £500 per day (maximum £1500) for Plus 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 IPSE to make a claim under the IPSE Tax Investigations Service. IPSE 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. IPSE 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.

O. Contract Review Service

The Contract Review Service is available to both non-members and members of IPSE. If you are lapsed in your IPSE 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 IPSE website as outlined by the clauses below.

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

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

IPSE – The Association of Independent Professionals and the Self-Employed Ltd, a company registered in England and Wales, number 03770926, with registered offices at Lynton House, 7-12 Tavistock Square, London WC1H 9LT.

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

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

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

We, Us , Our – IPSE.

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 of IPSE. If you are lapsed in your IPSE 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 IPSE 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 IPSE 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 aforementioned 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 IPSE's 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

IPSE 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.

IPSE shall not, use any information supplied by the individual to IPSE 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 IPSE membership team (membership@IPSE.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 IPSE 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 IPSE

The contract review may be terminated by Markel Tax or IPSE 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 IPSE 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. IPSE 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 IPSE 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 IPSE 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 IPSE 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. I. Contract Review Service

The Contract Review Service is available to both non-members and members of IPSE. If you are lapsed in your IPSE 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.

P. Business Hub

1. General

- 1.1. These terms of use (together with the documents referred to in them) set out the basis on which we operate this website, herein referred to as “the Hub”. They describe our obligations to you and your rights while you’re using the Hub, as a guest or as a registered user, and whether you’re accessing, browsing, making purchases or downloading from the Hub.
- 1.2. Please read these terms of use carefully. You may wish to print a copy of them for future reference.
- 1.3. By using the Hub, you confirm that you accept these terms of use and that you agree to comply with them.
- 1.4. If you don’t agree to these terms of use, please don’t use the Hub – this is the only way to prevent our terms of use from applying to you.

2. Who are we?

- 2.1. Markel Law LLP a limited liability partnership registered in England and Wales with registration number OC325244 and our registered office is at, 11th Floor, 82 King St, Manchester, M2 4WQ, which is also our main trading address. Our VAT number is 245 736 349.
- 2.2. We’re regulated by the Solicitors Regulation Authority. We’re not authorised by the Financial Conduct Authority but we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity.
- 2.3. We are an alternative business structure for the provision of legal services (and not a traditional law firm) and we’re part of a large business organisation. Markel Protection Limited is our ‘corporate member’. Markel Corporation is the ultimate holding company for Markel Protection Limited.

3. Definitions

The Hub: The Hub is a website that is owned and operated by Markel Law LLP (“we” or “us”). It provides users with legal and business information and templates. It includes additional services and business tools, for example: the ability to book a call with an expert, fee paying services, live chat and business health checks.

Time Slot: If you book a call with one of our experts using the Hub, we will endeavour to provide the Advice Line Services within 1 hour from the time chosen on the booking form, e.g. if you choose 2pm, we will call you between 2pm and 3pm.

Business Day: A day other than a Saturday, Sunday or public holiday in England and Wales when banks in London are open for business.

Normal Business Hours: 9.00 am to 5.00 pm local UK time, each Business Day.

Order: An Order for Fee Paying Services made by you via the Hub.

Fee(s): The fee(s) for the Fee Paying Services as set out on the Hub and herein as amended from time to time.

Advice Line Services: The telephone legal and business advice services provided by us to you as set out in Schedule 1.

Pay-as-you-go Services (PAYG): Means paying for a service before it is used.

Fee Paying Services: The additional optional fee-paying services provided by us to you on a Pay-as-you-go basis as set out on the Hub from time-to-time.

4. General interpretation:

- 4.1. A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- 4.2. Any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 4.3. A reference to writing or written includes email.

5. Changes to these terms

- 5.1. We may revise these terms of use and the documents referred to in them at any time. When revisiting the Hub, it may be worth checking these terms of use again make sure you continue to be comfortable with them.

6. Accessing the Hub

- 6.1. Your visits and your custom matters to us.
- 6.2. We try to ensure that whenever you need us, the Hub is accessible and fully working although we don’t and can’t guarantee that it, or any content on it, will always be available or be uninterrupted. Access to the Hub is permitted on a temporary basis and if we have to, we’re allowed to suspend, withdraw, discontinue or change all or any part of the Hub without notice. If for any reason the Hub is unavailable at any time or for any period then we’re not liable to you for that fact – although we’ll always try to get everything working smoothly as quickly as we can.
- 6.3. We hope you always find us easy to get to and that everything works perfectly when you get here. We spend a lot of time trying to ensure that you always get a good experience when you do and that we’re compatible with all the usual browsers and platforms that our clients usually expect. Unfortunately we can’t control what you use to reach us or how you operate it, so that part of getting to the Hub is up to you.
- 6.4. You’re also responsible for ensuring that all persons who access the Hub through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.
- 6.5. The Hub is directed at people residing in the United Kingdom. We don’t and can’t guarantee that content available on or through the Hub is appropriate or available in other locations. We may limit the availability of the Hub or any service or product described on the Hub to any person or geographic area at any time. If you’ve chosen to access the Hub from outside the United Kingdom, then this has to be at your own risk.

7. Download limits

- 7.1. We reserve the right to set a daily download limit of documents solely at our discretion.

7.2. If you reach the allocated daily download limit, you will not be able to download any further documents until the next day.

8. Your account and password

- 8.1. If at any point you choose, or you're provided with, a user identification code, password or any other piece of information as part of our security procedures, you agree to always treat this information as confidential and never to disclose it to someone else.
- 8.2. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you've failed to comply with any of the provisions of these terms of use.
- 8.3. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at businesshub@markel.com.

OUR SERVICES

9. Business Health Checks

- 9.1. Our Business Health Checks and reports are intended to serve as general guidance only and do not constitute legal advice. We do not guarantee that the Business Health Check reports will cover all legal issues affecting you or your business and is intended as an indication only. The application and impact of laws can vary widely based on the specific facts involved.
- 9.2. Our Business Health Checks should not be used as a substitute for consultation with professional legal or other competent advisers. Before making any decision or taking any action, you should consult a professional.
- 9.3. In no circumstances will we, or any company within the Markel Group, be liable for any decision made or action taken in reliance on the information contained within our Business Health Checks or for any consequential, special or similar damages, even if advised of the possibility of such damages.

10. Continuing Professional Development Training Courses

- 10.1. Our Continuing Professional Development (CPD) training courses and reports are intended to serve as general guidance only and do not constitute legal advice. We do not guarantee that the CPD training courses and associated reports will cover all legal issues affecting you or your business and is intended as an indication only. The application and impact of laws can vary widely based on the specific facts involved.
- 10.2. Our CPD training courses should not be used as a substitute for consultation with professional legal or other competent advisers. Before making any decision or taking any action, you should consult a professional.
- 10.3. In no circumstances will we, or any company within the Markel Group, be liable for any decision made or action taken in reliance on the information contained within our CPD training courses or for any consequential, special or similar damages, even if advised of the possibility of such damages.

11. Interactive services

- 11.1. We may from time to time provide interactive services on the Hub, for example our live chat service.

- 11.2. We do our best to assess any possible risks for users from third parties when they use any interactive service provided on the Hub. We're not under any obligation to oversee, monitor or moderate any interactive service we provide on the Hub, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user, whether the service is moderated or not.

12. Free Trials

- 12.1. From time-to-time we offer free limited period trials for the Hub and we reserve the right to remove or cancel any free trial offer at any time without notice. We also reserve the right to change the features of a free Hub trial offer at any time without notice.
- 12.2. You will be made aware of the duration of the trial on the invitation. We reserve the right to set the daily download limit of documents solely at our discretion. If you reach the allocated daily download limit, you will not be able to download any further documents until the next day.
- 12.3. You will not be charged or invoiced after the free trial but you may choose to pay for a subscription to the Hub and/or we may offer it to you, at our discretion, at a discounted rate.
- 12.4. By accepting the free trial offer, you agree to the Hub terms of use as described herein.

13. Fee Paying Services via the Hub

- 13.1. From time to time there may be additional Fee Paying Services available on the Hub and where appropriate you can request one of our additional services via the Hub.
- 13.2. Where applicable, you shall pay the Fee(s) at the time of placing your Order as shown on the Hub.
- 13.3. Any additional terms and conditions which shall apply to any Fee paying Services are set out on the Hub, and these should be read in conjunction with these terms of use and shall not replace them. If there is any conflict, the additional terms and conditions set out on the Hub shall prevail.
- 13.4. At such time, and when requested, you will provide valid, up-to-date and complete credit card details and any other relevant valid, up-to-date and complete contact and billing details and, if you provide your credit card details to us, you hereby authorise us to bill such credit card for the Fixed Fee Service you have ordered.
- 13.5. We must receive payment of the whole of the Fee for the Fee Paying Services that you order before your order can be considered. Payment of the Fee for the Fee Paying Services represents an offer on your part to purchase the Fee Paying Service which will be accepted by us only when a confirmation of acceptance is sent by us. Prior to this happening, no legally binding contract is made. After we have received the Fee we will make contact with you as soon as is practicable to obtain full instructions from you. We will then, as soon as is reasonably practicable, assess in good faith, if it is practical or appropriate for us to provide the Fee Paying Services. Any decision made will be at our absolute discretion. If we decide not to provide the service, we will notify you as soon as reasonably possible and make arrangements to refund your Fee to your account. For the avoidance of doubt, no legally binding contract is made upon receipt of your Fee.
- 13.6. The Fee(s) shall be payable in pounds sterling, and is exclusive of value added tax, which shall be added at the appropriate rate.

GENERAL CLAUSES

14. It's not legal advice

- 14.1. There is loads of great information on the Hub. We've packed it full of helpful material to give you reliable information about what to expect and how to manage your own situation. And that's what you'll find throughout the Hub: information, not legal advice.
- 14.2. We always recommend that you get legal or professional advice before making any decisions or acting on what you find on the Hub.

15. Viruses, hacking and other offences

- 15.1. We've developed the Hub with experts and taken all the advice you'd expect us to so that we can guard against cyber-attacks and viruses. But we also need to make clear that under these terms, we don't guarantee that the Hub will be secure or free from bugs or viruses.
- 15.2. You're responsible for configuring your information technology, computer programmes and platforms in order to access the Hub. You should use your own virus protection software and we strongly recommend that you do so for your own protection.
- 15.3. You must not misuse this website by knowingly introducing viruses, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Hub, the server on which the Hub is stored or any server, computer or database connected to the Hub. You must not attack the Hub via a denial-of-service attack or a distributed denial-of-service attack.
- 15.4. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990 and the Police and Justice Act 2006. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Hub will cease immediately.

16. Limitation of our liability

- 16.1. We strive hard to ensure that the content we put on the Hub is helpful, valuable to users and that it remains relevant. We do update the Hub from time-to-time, and we may change the content, layout and documents referred to on it at any time. We don't guarantee or imply by any means that the materials on the Hub are fully up-to-date, accurate or complete and we're not obliged to do so although we do make significant efforts to ensure that they are.
- 16.2. In the same way, we don't guarantee that the Hub, or any content on, or referred to on it, will be free from errors or omissions, but we make considerable efforts to ensure that there are none.
- 16.3. To us, it's an unthinkable thought that anything we do on the Hub could ever cause death or personal injury to anyone, but by law, we're obliged to acknowledge that nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.
- 16.4. Bear with us, we're also obliged to point out the following:
- To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may otherwise apply to the Hub or any content on it, whether express or implied.

- We shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under or in connection with:
 - Use of, or inability to use, the Hub; or
 - Use of or reliance on any content displayed on the Hub.
- Whatever the purpose of your visit to the Hub and however you intend to use us, we just need to point out that we only provide our site for personal use (including by businesses seeking information). You agree not to use the Hub for any commercial or business purposes for example selling our templates to others, and we have no liability to you for:
 - Any loss of profit or revenue; or
 - Loss of business; or
 - Business interruption; or
 - Loss of business opportunity, goodwill or reputation; or
 - Any indirect or consequential loss or damage.
- The material is intended only as a guide and is not to be regarded as a substitute for obtaining legal advice, since every case will ultimately turn on its own particular facts and circumstances. We will not be held liable for any loss or damage arising as a result of any delays, inaccuracies, errors or omissions in the information and documentation available on this website, or in the transmission or delivery of all or any part thereof.
- Our total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of these terms of use shall be limited to £1,000.

17. Linking to the Hub

- 17.1. We're happy for you to link to our login page, provided you do so in a way that is fair and legal and doesn't damage our reputation or take advantage of it.
- 17.2. The Hub mustn't be framed on any other site and we don't consent to the creation of a link to any part of our site other than the login page.
- 17.3. Please don't establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists – we don't consent to this.
- 17.4. And please also don't establish a link to the Hub in any website that isn't owned by you – again, that's not part of our agreement with you.
- 17.5. We reserve the right to withdraw any of our linking permissions without notice.
- 17.6. If you'd like to make any use of content on the Hub other than that set out above, please contact businesshub@markel.com.

18. Third party links and resources in the Hub

- 18.1. Where the Hub contains links to other sites and resources provided by third parties, these links are provided for your information only and we have no control over the contents of those sites or resources.

18.2. Links from the Hub to third party websites are provided purely for your convenience and such links do not constitute an endorsement, affiliation or authorisation by us with respect to such third party websites.

18.3. When you activate these links you will leave the Hub.

19. Our Privacy policy

19.1. This sets out the terms on which we process any personal data we collect from you, or that you provide to us.

19.2. By using the Hub, you consent to such processing and you confirm that all data provided by you is accurate. Our privacy policy also sets out information about the cookies on our site.

19.3. Our privacy policy can be found here: <https://uk.markel.com/privacy-policy>

20. Our Cookie policy

20.1. Our Cookie policy can be found here: <https://uk.markel.com/cookie-statement>

21. Copyright and intellectual property

21.1. Our designs and materials belong to us.

21.2. Unless otherwise stated, the rights in the designs, pictures, logos, photographs, documentation, information and other content of the Hub are owned by or licensed to us. They are protected by copyright, trademarks and other intellectual property rights. You must not use any material on the Hub in any way that infringes the intellectual property rights in it and, where necessary, our status as authors of the material must be stated.

21.3. You may only view, download or print individual pages or documents for your own internal non-profit making purposes. You are not permitted to download, copy, reproduce, modify, redistribute, republish, display, post, transmit or extract any part of the Hub for commercial purposes, that is to say to monetise our content in any way - unless you first obtain an express licence to do so from us or our licensors. In addition, you must not sell or distribute any of the material on the Hub to third parties, whether for monetary payment or otherwise.

21.4. If you copy, download or print any part of the Hub in breach of the terms and conditions, your right to use the Hub will cease immediately and you must return or destroy any copies of the materials you have made.

21.5. You must not use any material from the Hub, including documentation, code and software, in any way that infringes our intellectual property rights in it.

21.6. Except for digital content that we've expressly provided to you so you can complete it, for example to use as a template or handy form/questionnaire, you mustn't in any way modify digital copies of any materials you print off or download from the Hub. The same rules apply to our illustrations, photographs, video or audio sequences or any graphics.

22. Prohibited uses

22.1. We only consent to the lawful use of the Hub. This means you can't use the Hub:

- a. In any way that breaches any applicable local, national or international law or regulation.
- b. In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- c. to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- d. to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- e. To access without authority, interfere with, damage or disrupt:
 - i. Any part of the Hub;
 - ii. Any equipment or network on which the Hub is stored;
 - iii. Any software used in the provision of the Hub; or
 - iv. Any equipment or network or software owned or used by any third party.

23. Suspension and termination

23.1. Where we detect a suspected breach of these terms by you, we'll confirm in our discretion whether it is in fact a breach. If we conclude that you have breached these terms we have the right to take whatever remedial or protective action that we reasonably consider to be appropriate.

23.2. Failure to comply with these terms, constitutes a material breach of our terms..

23.3. This breach may result in us taking all or any of the following actions:

- a. Immediate, temporary or permanent withdrawal of your right to use the Hub;
- b. Immediate, temporary or permanent removal of any posting or material uploaded by you to the Hub;
- c. Issue of a warning to you;
- d. Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- e. Further legal action against you;
- f. Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

23.4. If we believe that we have to do any of the above, we exclude liability for any of those actions taken in response to breaches of these terms. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

24. Alterations

24.1. We reserve the right to amend these terms at any time and from time to time. If these terms change in any way, we will post an updated version on the Hub. Amendments to these terms will apply to your use of the Hub and

by continuing to use the Hub after such changes you are deemed to have agreed with these amendments.

24.2. We also reserve the right to remove or cease to supply any product or service contained on the Hub. In the event that removal takes place we shall not be liable to you in any way whatsoever for this removal.

24.3. Prices and details of products and services posted on the Hub are subject to change at any time without notice. All products and services are subject to availability and we give no guarantees in this regard.

25. Data protection

25.1. All personal information supplied to us will be processed in accordance with the provisions of the Data Protection legislation, including the Data Protection Act 2018 and the General Data Protection Regulation (the GDPR).

25.2. Through your use of the Hub, you agree that personal information that is provided will be dealt with according to our Cookies and Privacy Policy.

25.3. If you have any questions regarding our Data Protection policies or our Cookies and Privacy Policy please contact us on 0345 351 0025 or email our Data Protection Officer: michael.black@markel.com.

25.4. We will follow our archiving procedures for all information and documentation received from you. In the event of any loss or damage to such information or documentation, your sole and exclusive remedy shall be for us to use reasonable commercial endeavours to restore the lost or damaged information or documentation from the latest back-up maintained by us.

26. Monitoring

26.1. Subject to the terms of our Cookies and Privacy Policy, we will monitor your use of the Hub and this information will be used by us for internal business purposes or in accordance with the rules of any applicable regulatory or self-regulatory organisation.

27. Security

27.1. We will take all reasonable steps to ensure that any personal information you provide is kept secure. However, because of the nature of the internet, we cannot and do not guarantee that personal information you provide will not be intercepted by others and decrypted. Consequently, your privacy cannot be guaranteed. Please refer to our Cookies and Privacy policy.

28. Indemnity

28.1. You shall defend, indemnify and hold us harmless against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with your use of the Hub.

29. Force majeure

29.1. Neither party shall be in breach of nor liable for delay in performing, or failure to perform, any of its obligations under

these terms of use if such delay or failure result from events, circumstances or causes beyond its reasonable control.

30. Entire agreement

30.1. These terms of use constitute the entire agreement between us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings, whether written or oral, relating to its subject matter, except for the Fee Paying Services as described in clause 12 herein, where the additional terms and conditions on the Hub shall prevail.

31. Variation

31.1. We may revise these terms of use at any time.

32. Waiver

32.1. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

33. Severance

33.1. If any provision or part-provision of the terms of use is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable.

34. Notices

34.1. Any notice given to you under or in connection with this contract shall be in writing and shall be delivered by email, by hand or by pre-paid first-class post or other next working day delivery service to your registered address;

34.2. Any notice given to us under or in connection with these terms of use shall be in writing and shall be delivered by email, by hand or by pre-paid first-class post or other next working day delivery service for the attention of Rianda Markram, Markel Law LLP, Interchange, 81-85 Station Road, Croydon, CR0 2AJ copying in by email: Rianda.markram@markel.com;

34.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

35. Governing law

35.1. These terms of use, 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.

36. Jurisdiction

36.1. 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 these terms of use or its subject matter or formation.

37. Our complaints procedure

If you have a complaint

- 37.1. If you have a complaint, please contact our Hub team in the first instance. This will allow us to discuss your complaint to determine if an amicable solution can be found. Contact us by email at businesshub@markel.com.
- 37.2. If you are not satisfied with our initial response, you can contact Michael Black who will be responsible for dealing with client care issues.
- 37.3. You can contact him by post at Markel Law LLP, 11th Floor, 82 King St, Manchester, M2 4WQ, or via email at michael.black@markel.com.
- 37.4. The steps in the process:
 - i. We will acknowledge receipt of your complaint promptly.
 - ii. We will ensure an appropriately qualified and senior individual investigates your complaint.
 - iii. We will investigate your complaint fully and provide you with a comprehensive response including the decision arrived at as soon as reasonably practicable and in any event within 28 days of receipt of your complaint.
 - iv. If it is not possible to respond within 28 days you will be notified of the reasons for this and provided with a further timescale for a final response which will be no longer than 8 weeks from the date of the complaint.

38. Legal Ombudsman Service

- 38.1. Once our own procedure is complete, if you are still not satisfied with our handling of your complaint or the outcome, you may contact The Legal Ombudsman Service by post at PO Box 6806, Wolverhampton WV1 9WJ, by email at enquiries@legalombudsman.org.uk or by telephone on 0300 555 0333 and ask them to consider the matter.
- 38.2. You are required to allow us adequate time to satisfactorily resolve your complaint before referring the matter to The Legal Ombudsman but you must contact the Ombudsman within six months of the final response from ourselves. Details of further time limits and conditions that may apply can be found at www.legalombudsman.org.uk or directly from the Ombudsman's office.
- 38.3. If you wish to make a complaint of discrimination or harassment, you should also use this complaints procedure.
- 38.4. Alternative complaints bodies, such as Ombudsman Services, ProMediate and Small Claims Mediation exist which are competent to deal with complaints about legal services should both you and our firm wish to use such a scheme.
- 38.5. We do not automatically agree to use these schemes but would discuss this with you.

39. Objecting to our bill(s)

- 39.1. Where relevant, you also have the right to object to our bill by applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974.

40. Non-payment of our bill(s)

- 40.1. You should be aware that the firm may be entitled to charge interest if all or part of our bill(s) remains unpaid.

41. Contact us

- 41.1. To contact us, please email businesshub@markel.com

Complaints procedure

Our complaints procedure

We are committed to providing a high quality service to all our Customers. When something goes wrong, we need you to tell us about it. This will allow us to put things right for you and to help improve our service for others in the future.

If you have a complaint

If you have a complaint, please contact Michael Black who will be responsible for dealing with client care issues.

You can contact him by post at Markel Law LLP, 11th Floor, 82 King St, Manchester, M2 4WQ, via email at michael.black@markel.com or by telephone on 0345 351 0025.

On receipt of a complaint

- We will acknowledge receipt of your complaint promptly.
- We will ensure an appropriately qualified and senior individual investigates your complaint.
- We will investigate your complaint fully and provide you with a comprehensive response including the decision arrived at as soon as reasonably practicable and in any event within 28 days of receipt of your complaint. If it is not possible to respond within 28 days you will be notified of the reasons for this and provided with a further timescale for a final response which will be no longer than 8 weeks from the date of the complaint.

If you are dissatisfied with the outcome

At this stage, if you are still not satisfied, you should contact us again and we will arrange for a Director who has not had any dealings with your matter to review the initial decision.

We will write to you within 28 days of receiving your request for a review, confirming our final position on your complaint and explaining our reasons.

Legal Ombudsman Service

Once our own procedure is complete, if you are still not satisfied with our handling of your complaint or the outcome, you may contact The Legal Ombudsman Service by post at PO Box 6806, Wolverhampton WV1 9WJ, by email at enquiries@legalombudsman.org.uk or by telephone on 0300 555 0333 and ask them to consider the matter. You are required to allow us adequate time to satisfactorily resolve your complaint before referring the matter to The Legal Ombudsman but you must contact the Ombudsman within six months of the final response from ourselves. Details of further time limits and conditions that may apply can be found at www.legalombudsman.org.uk or directly from the Ombudsman's office.

If you wish to make a complaint of discrimination or harassment, you should also use this complaints procedure.

Alternative complaints bodies, such as Ombudsman Services, ProMediate and Small Claims Mediation exist which are competent to deal with complaints about legal services should both you and our firm wish to use such a scheme.

We do not automatically agree to use these schemes but would discuss this with you.

Objecting to our bill(s)

You also have the right to object to our bill by applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974.

Non-payment of our bill(s)

You should be aware that the firm may be entitled to charge interest if all or part of our bill(s) remains unpaid.

Q. Promotions

1. Maternity, Paternity, and Adoption promotion for IPSE members

1.1. Terms and Conditions

- 1.1.1. This promotion is offered by IPSE, the Association of Independent Professionals and the Self-Employed (company no. 3770926) whose registered office is at By post: Lynton House, 7-12 Tavistock Square, London WC1H 9LT.
- 1.1.2. The promotion is open to residents of the United Kingdom who can provide proof of their recent (within the last 12 months) or upcoming (within the next 12 months) birth or adoption of their child. Examples of eligible proof are a MAT B1 form or adoption certificate.
- 1.1.3. The promotion is for a sixty per cent (60%) discount on six (6) months of membership. Annual payers will see this discount applied to the total fee for membership. Monthly payers will see the discount applied to the total cost of twelve (12) months of membership and will then pay in equal instalments for the twelve (12) months of membership.
- 1.1.4. The promotion is available on the Essentials, Standard, and Plus levels of membership.
- 1.1.5. The discount cannot be combined with any other promotions.
- 1.1.6. This promotion is available to both existing IPSE members and new joiners.
- 1.1.7. IPSE reserves the right to withdraw, modify, cancel, or limit this promotion, without prior notice. Those who have already started a subscription with the promotion will be able to maintain the discount for the remainder of their current subscription. However, IPSE also reserve the right to cancel orders following misuse of promotion/discount codes.

1.2. How to claim

- 1.2.1. To claim this promotion, please contact the IPSE membership team at membership@ipse.co.uk.
- 1.2.2. Process for new joiners
 - i. After providing proof of eligibility as outlined in the terms above, the membership team will provide you with a unique discount code which can be used to register online for membership at <https://www.ipse.co.uk/join-online.html>.
 - ii. This discount code can only be applied to the level of membership requested and can only be used once. It cannot be used in conjunction with any other discount codes.
- 1.2.3. Process for existing IPSE members who have provided proof of eligibility
 - i. Existing members who pay annually have two options available:
 - IPSE can apply the discount to your next subscription so that you receive it upon renewal if the renewal date is no more than 45 days away.
 - IPSE can start a new annual subscription from now and apply the discount to your new subscription. The pro-rata amount due will be calculated to take into account the membership fee you have already paid for the overlapping months.
 - ii. Existing members who pay monthly have two options available:
 - IPSE can apply the discount to your next subscription so that you receive it

upon renewal if the renewal date is no more than 45 days away.

- IPSE can start a new twelve-month subscription from now and apply the discount to your new subscription. The discount will be applied evenly across all twelve-monthly payments.

ipse
The Association of
Independent Professionals
and the Self-Employed