

# IPSE Optionis Terms and Conditions

December 2020

# IPSE Terms and Conditions

A. IPSE General Terms and Conditions	3
B. IPSE Optionis Membership	11
C. Tax and VAT Telephone Service	15
D. Business and Commercial Legal Telephone Service	17
E. Tax Enquiry Service	19
F. Contract Review Service	21

## 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 Heron House, 10 Dean Farrer Street, London SW1H ODX. 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. Many of the membership benefits are provided by our Partners and you will contract directly with them to receive those benefits and you will be subject to the relevant Partner's terms and conditions. The relevant Partner is responsible for the sale and supply of the relevant benefits, products and/or services to you and for dealing with any claims or other issues which arise out of or in connection with those benefits, products and/or services or the contract you have with them

3.4.2. 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.

3.4.3. 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. Your life assurance policy provided by Legal and General will also be cancelled.
- 4.3.5. If you've arranged your pensions via IPSE Futures (provided by Aegon) we will also have to cancel our arrangement with you to collect your contributions and pass them on to Aegon but we'll tell you by email how to carry on making pension contributions direct to your pension provider should you wish to do this.

## 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](http://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](mailto: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: Heron House, 10 Dean Farrar Street, London, SW1H 0DX  
By telephone: 020 8897 9970 (lines are open Monday to Friday, 9am to 5pm, excluding UK bank holidays)  
By email: [membership@ipse.co.uk](mailto:membership@ipse.co.uk)

## B. IPSE Optionis 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 Optionis 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. Being unable to work due to illness or injury for three consecutive weeks or more
  - 3.2.1. If you cannot work due to illness or injury for three weeks or more, you will receive compensation of up to £3,000.
  - 3.2.2. You must have commenced your engagement a minimum of 4 weeks prior to the unplanned absence.
- 3.3. 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, during which a claim will not be accepted. Any losses arising before the commencement of or during the Waiting Period will not be accepted.

3.4. Aggregate Limit

£750,000 in respect of all claims made.

3.5. Main Exclusions

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;

any claim where the Business Interruption Losses are capable of being reimbursed under any other policy or certificate or undertaking;

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;

In respect of claims in connection with the Extended Absence Policy where the Designated Member is absent due to a planned operation, medical procedure or other scheduled absence arranged before the contract commenced.

3.6. Coronavirus (COVID-19)

Our insurers will not cover any claim for any loss that is caused by or arises in any way from Coronavirus (COVID-19) severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) a mutation or variation of SARS-CoV-2

a threat, fear or likelihood of infection with any of the above

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

## 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 Optionis membership

5.2. Please let us know who you wish to be the beneficiary of this life assurance in the event if 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 Optionis 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. Voluntary IPSE Pension**

- 7.1. Most full IPSE members can also arrange invest in a pension at market-beating rates
- 7.2. This is done via the IPSE website
- 7.3. IPSE will collect pension contributions from you for - this in addition to your annual membership fees
- 7.4. You can choose how much to contribute each month
- 7.5. Pension contribution collection by IPSE will stop immediately should you allow your IPSE membership to lapse or tell us you wish to cancel the arrangement
- 7.6. However, your pension will remain in place and you must deal direct with the pension provider, so you can make your own arrangements
- 7.7. IPSE does not provide financial advice and we recommend you take formal professional advice before making any investment decisions
- 7.8. Full terms and conditions for voluntary pensions can be found [here](#).

## **8. Affinity Personal Accident Policy**

- 8.1. Your IPSE Optionis membership includes the Affinity Personal Accident policy from Zurich Insurance plc which includes up to £500 per week for temporary total disablement and up to £75,000 for permanent total disablement or death. Full details of this can be found in the separate Zurich Policy Document.

## **9. Contract review service**

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

## 10. IPSE Partner Offers

- 10.1. 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.

## 11. Maternity/Paternity/Adoption Grant

- 11.1. On the happy occasion of the arrival of a new child, IPSE Optionis members will Receive a one-off payment of £300 subject to the following:
- The Member provides IPSE with a certified copy of the birth or adoption certificate.
  - Members will receive this benefit for up to a maximum of three children.
  - Please note that for all claims for Maternity/Paternity/Adoption benefit, there is a “Waiting Period” of one year from the date from which a Member joins, during which a claim will not be accepted.

## 12. Downloads from the IPSE website

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

## 13. Event and networking opportunities

- 13.1. IPSE arranges frequent events, seminars, networking opportunities and webinars
- 13.2. 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.

## 14. Updates to Terms and Conditions

- 14.1. 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. 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 Optionis 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, Market 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.



## D. Business and Commercial Legal Telephone Service

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

### 1. Commercial Advice

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

### 2. Intellectual Property

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

### 3. Employment Advice

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

### 4. Health & Safety Advice

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

## 5. Legal Telephone Advice Services

- 5.1. The telephone legal advice is provided by Markel Law LLP and can advise on general UK law. Markel Protection Limited is a corporate member of Markel Law LLP. Markel Law LLP is regulated and authorised by the Solicitors Regulation Authority. Markel Law makes no additional charge for providing these telephone services.
- 5.2. The advice will primarily be provided by Markel Law LLP and its team of solicitors, who are ultimately managed by the Director of Legal Services (who is a lawyer).
- 5.3. If the client has a complaint about these telephone legal advice services, they should contact the customer services manager, Markel Law LLP, Interchange, 81-85 Station Road, Croydon CR0 2AJ. If the client is unhappy with the written response from the customer services manager, the client may contact the Legal Ombudsman at PO Box 6806 Wolverhampton WV1 9WJ, or [www.legalombudsman.org.uk](http://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

## E. Tax Enquiry Service

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 IPSE Optionis 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 for each entirely separate case 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 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.

## F. 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 Heron House, 10 Dean Farrar Street, London, SW1H 0DX.

**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 ([info@IPSE.co.uk](mailto:info@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.

**ipse**  
The Association of  
Independent Professionals  
and the Self-Employed