



SLEEK Terms of Service

These terms and conditions (“Agreement”) apply to the ‘Tax Pro Payroll’ and ‘Tax Pro Filing’ services (the “Services”) supplied by Sleek Accounting Limited, a company registered in England and Wales, under company number 10262742 and having its registered office at 107 Kirkgate, Leeds, England, LS1 6DP, UK (“Sleek”, “we”, “us”, our) to those customers of Counting Ltd, trading as Countingup, a company registered in England and Wales under company number 10729748 and having its registered office at 20-22 Wenlock Road, London N1 7GU who have registered with Sleek for the Services (“you”, “your”).

- 1.1. The Services do not guarantee that your business will be fully compliant with all applicable laws and regulatory requirements.
- 1.2. You may need to seek specialist advice tailored to your business’ specific industry, needs, and activities. If we identify areas requiring such advice during our work, we will make reasonable efforts to inform you, allowing you to decide whether to seek specialist advice. However, we cannot guarantee that we will identify all such instances, even if we are aware of your company’s industry type and specific needs and activities.
- 1.3. Sleek is not liable for failing to identify any need for specialist advice or for any decisions you make not to seek additional advice.
- 1.4. Sleek reserves the right to make any necessary changes to the Services to comply with applicable laws or which do not materially affect the nature or quality of the Services. Where appropriate we will notify you of any such changes.
- 1.5. Sleek reserves the right to change the availability of Services, but this shall not affect the Services already paid for by you. In the event of any changes to the services or fees, we shall notify you via secure messaging, or via your registered email address. If you don’t agree with the changes you can terminate this Agreement and the provision of future Services by giving at least thirty (30) days’ written notice. Any such termination will not affect any right you may otherwise have to any refund.
- 1.6. Purchasing a Service does not entitle you to any of the benefits of another Service.
- 1.7. Sleek solely commits to using your information or data to provide the services for which you have signed up, Sleek will therefore not be responsible or liable for any act or omission that could have been reasonably foreseen from the available information - particularly where such information, or its usage, would ordinarily have required an additional service, expertise or approach.
- 1.8. The Services include:
 - 1.8.1. **Tax Pro Payroll**
 - 1.8.1.1. Payroll Tax efficiency advice consultation.
 - 1.8.1.2. Payroll set up with HMRC (single director)
 - 1.8.1.3. Monthly payslips and payroll filing.



1.8.1.4. Annual P60 tax statements.

1.8.2. Tax Pro Filing

1.8.2.1. On-demand access to bookkeeping support.

1.8.2.2. Annual accounts preparation and filing.

1.8.2.3. Registration for Corporation Tax.

1.8.2.4. Corporation Tax preparation and filing.

1.8.2.5. Confirmation Statement preparation and filing.

2. Fees

2.1. Tax Pro Payroll is a monthly subscription for £8 per month (plus applicable VAT)

2.2. Tax Pro Filing is an annual subscription for £525 per annum (plus applicable VAT)

2.3. All fees will be subject to the applicable Value Added Tax (VAT) which will be included and at times described in addition to the advertised rate. We will at all times try to make the split and total cost as clear as possible.

2.4. Tax Pro Payroll is typically a monthly subscription for a set amount each month. The amount will be described at the time of sign up, in the screens displayed in the signup journey.

2.5. Tax Pro Filing is typically an annual subscription for a set amount each year. Again this will be made clear at the point of sign up.

2.6. Sleek may pay Countingup commission in relation to the introduction of customers to Sleek.

3. Your Obligations and eligibility

3.1. Usage, Cooperation and Compliance:

3.2. You shall use Countingup as your sole Business Current Account and ensure all business relevant transactions are managed through your Countingup Account. This is fundamental to the accuracy of your data, to ensure the completeness of your records and ultimately your Compliance

3.3. You shall cooperate with Sleek and follow all reasonable instructions related to the Services.

3.4. Provision of Information:

3.4.1. You shall provide accurate information and documentation as required by Sleek to supply the Services.

3.4.2. You shall ensure Sleek has updated information throughout the subscription period, including any changes to company ownership/structure, trading activity, business address and contact details.



- 3.5. Software and Account Maintenance:
 - 3.5.1. You shall keep your data up to date, including entering trading income (e.g. sales invoices and credit notes).
 - 3.5.2. You shall provide necessary information for bookkeeping, expense entry, withdrawals, payments, bank reconciliation, VAT returns, and RTI submissions.
 - 3.5.3. You shall notify Sleek about any associations with other limited companies post accounting period end dates.
- 3.6. Compliance and Reporting:
 - 3.6.1. For VAT-registered companies, you shall create an HMRC Business Tax Account, enrol in Making Tax Digital (MTD), and authorise Sleek as the online filing agent.
 - 3.6.2. You shall declare if your business activities fall within IR35 and use Sleek Payroll for “deemed payment” calculations.
 - 3.6.3. You shall inform Sleek if you act as an agency or intermediary, secure outside investments, or take on loans/credit.
 - 3.6.4. You shall provide timely and accurate information about Directors and Shareholders for RTI payroll submissions and Annual Confirmation Statement filings (note Companies House updates remain your responsibility).
- 3.7. Legal and Ethical Obligations:
 - 3.7.1. You shall use Services ethically and legally, avoiding any actions that could bring Sleek or Countingup into disrepute.
 - 3.7.2. You shall provide accurate information for PAYE schemes and taxable benefits declarations.
 - 3.7.3. You shall retain and provide tax documentation and records per legal or regulatory requirements.
- 3.8. Responsibility for Data:
 - 3.8.1. You shall ensure the accuracy and completeness of data entered into Sleek and Countingup Software. Sleek relies on the provided information for data entry (see also Clause 4).
 - 3.8.2. If accounts from previous years are not finalised, you shall arrange for entry of past data.
 - 3.8.3. You shall ensure any prior year’s Accounts are completed and filed by your previous agent or separately arranged with Sleek.



- 3.8.4. You shall agree with Sleek any additional services which will become subject to this Agreement. For example Company Directors are responsible for their own Self-Assessment Tax returns. Sleek can offer a separate paid Personal Tax service for assistance.
- 3.8.5. You shall retain documents and records relevant to tax affairs as required by law.
- 3.8.6. You shall remain responsible for all tax liabilities, interest, penalties, and defence costs, regardless of the outcome of any IR35 review or subsequent status determination.
- 3.9. Prohibited Actions:
 - 3.9.1. Do not attempt to bribe or give gifts to Sleek employees.
 - 3.9.2. Do not misuse Services or infringe on others' rights.
 - 3.9.3. Do not impersonate others or introduce harmful software.
- 3.10. Client good standing & defaults:
 - 3.10.1. If you cause any delay or prevent Sleek or Countingup from performing obligations, Sleek may suspend Services and will not be liable for resulting costs or losses.
 - 3.10.2. You shall reimburse Sleek for any costs or losses due to your default.

4. Termination

- 4.1. Except where fees have not been received from you in a timely manner - which may cause immediate termination, or to comply with regulations - either you or Sleek may terminate this agreement by providing at least thirty one (31) days' written notice to the other party. Neither Sleek nor Countingup will issue any refunds for terminated Services other than as described in clause 5 of this Agreement.
- 4.2. On termination you must immediately pay any outstanding unpaid fees, invoices and interest and, in respect of Services supplied but for which you have not paid Sleek or Countingup will seek immediate payment.
- 4.3. After termination of this Agreement you will be able to request the records pertaining to your Company for a period of twelve (12) months from the date of termination (the "Post-Termination Period") via secure message in the Sleek section of the Countingup App (or via email).
- 4.4. Following the expiry of the Post-Termination Period, you acknowledge that your Company information may be deleted. It is your sole responsibility to maintain the



records of the Company. After termination of any Services and Sleek will have no further responsibility in relation to your business or its accounts.

5. Termination and refunds

5.1. Tax Pro Payroll termination

- 5.1.1. Payroll customers can terminate their payroll subscription at any time and the termination will take effect from the calendar month following termination.
- 5.1.2. We will continue to provide the expected service for the remainder of the calendar month in which you have paid for the service.
- 5.1.3. If you terminate, all benefits of the service will be relinquished from the effective termination date.
- 5.1.4. Customers are not eligible for any refunds on these services.

5.2. Tax Pro Filing termination

- 5.2.1. You can terminate a renewal of your filing subscription at any point so long as it is at least two calendar months prior to the renewal period start date.
- 5.2.2. If you terminate your filing subscription at least two months prior to the renewal start date you may be eligible to receive a partial refund.
- 5.2.3. In order for a partial refund to be payable you must also be at least two months prior to your tax period end date. This date is unique to your business and represents the date of your business year end. It is from this date that your filing obligations become due.
- 5.2.4. If you have already requested and received the Confirmation Statement element of the service any potential refund will be reduced by £50 to cover the cost of that service that has already been received (note this service includes a fee to Companies House for the Confirmation Statement submission).
- 5.2.5. If you terminate the agreement at least two months prior to the renewal period start date and two months prior to your tax period end date you will receive a refund of 75% of the amount you paid for the service plus applicable VAT (for example if you paid £525 plus applicable VAT you would receive a refund of £393.75 plus applicable VAT). However, note clause 5.2.4 above, if a Confirmation Statement has already been processed on your behalf this refund amount would be reduced to £343.75 plus applicable VAT.
- 5.2.6. Full refunds are not possible for several reasons including but not limited to, the following: setup, administration and software costs between Sleek and Countingup, the effort already expended on your behalf (whether servicing business accounts or responding to queries), the filing deadline and obligations, any other compliance or tax obligations that have impacted the account - including other tax periods within the subscription period, staff



provisioning, and the length of notice that you provide. Note you will still have filing obligations if your business becomes dormant or ceases to trade. Sleek will aim to support you remaining compliant through circumstances such as those.

6. Fees

- 6.1. Sleek's fees for the Services provided to you are charged by Countingup during the relevant financial period. Fees may vary depending on the Services you sign up to, and the changes will be communicated to you accordingly.
- 6.2. Tax Pro Payroll fees will be collected in advance by Countingup through monthly deductions from your Countingup business account
- 6.3. **Tax Pro Filing** fees will be collected in advance by Countingup through annual deductions from your Countingup business account
- 6.4. If there is no available balance to collect the monthly payment, Countingup will continue to attempt to take payment until your agreement is terminated and any arrears paid. You shall be solely responsible to ensure sufficient credit balance in your Countingup business account to ensure that there is no disruption of the Services due to arrears in payment.
- 6.5. The timely payment of fees shall be a fundamental term of this Letter. As such, the Services may be immediately terminated at any point without liability to Sleek if payment is not settled.
- 6.6. If your Countingup account is suspended or terminated according to Countingup's Terms and Conditions, the Services may be immediately terminated according to point 3.4 and refunds will not be provided as outlined in section 1.4.
- 6.7. We reserve the right to charge interest on overdue payments at the rate applicable under the Late Payment of Commercial Debts (Interest) Act 1998. Should you have any questions or concerns regarding the Services or the fees, this must be notified to our support team (sleek@countingup.com) within 7 days. In the absence of a notification, you are deemed to have accepted any payments in full accordance with this Letter.

7. Anti money laundering legislation

- 7.1. Sleek observes the Proceeds of Crime Act 2002, the Terrorism Act 2000 and the, Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (the "Anti Money Laundering Legislation").
- 7.2. However, Sleek is entitled to request and obtain further evidence from you as part of its ongoing compliance efforts with the Anti-Money Laundering Legislation, and may carry out the same via digital means or otherwise. Sleek shall not be liable for any disruption of the Services provided to you in the event of any failure to provide the necessary information as required.



7.3. Further, neither Sleek will be liable for any loss suffered by you or any third party as a result of compliance with the Anti Money Laundering Legislation or any legal or regulatory requirements.

8. File destruction

8.1. Correspondence and other documents that have been held for more than six years, may be destroyed unless you request their return in writing. An administrative fee or surcharge may be imposed for returning documents by post, to be borne at your sole cost and expense.

9. Customer service

9.1. We are committed to providing a high standard of customer service. Our support team is available for you through secure in-app messaging and it will be able to assist you with any inquiries or technical issues related to the Services.

9.2. We hope that you will not have the need to complain but if you do, we will look into your complaint carefully and promptly and do all we can to explain the position to you and address your concerns.

10. Third parties

10.1. All accounts, statements, reports and any other document prepared by us are for your exclusive use within your business or to meet specific statutory responsibilities.

11. Privacy

11.1. By accepting this Agreement, you acknowledge that you have read and agree to the [Sleek Privacy Policy](#), which forms an integral part of this Letter.

11.2. You consent to the collection, use and/or disclosure or handling of your Personal Data for the purposes set out in the Sleek Privacy Policy.

12. Indemnity

12.1. You agree to indemnify and hold Sleek harmless from and against all liabilities, damages, claims, costs (including legal fees and costs), and expenses in connection with or arising from:

12.1.1. your breach of this Letter,

12.1.2. your use of the Sleek Services and/or



- 12.1.3. any misrepresentation or submission of false, inaccurate or outdated information made by you.
- 12.2. You represent, warrant and undertake that you shall comply with all applicable laws and regulations when using any Sleek Services.
- 12.3. You shall indemnify Sleek against any and all loss, damage, actions, judgements, claims, demands, costs, taxes and expenses (including legal and/or professional fees) however incurred by Sleek arising from your breach of this Clause.
- 12.4. Any liability by Sleek to you under this Letter shall be strictly limited to the amount of fees actually paid by you and received by Sleek.

13. Applicable law

- 13.1. This Agreement is governed by English law and you agree to the exclusive jurisdiction of the Courts of England and Wales, except that if you are a resident of Scotland or Northern Ireland, you can bring a claim against us in the Scottish or Northern Irish courts.