

ACCOUNTANCY TELEMARKETING TERMS & CONDITIONS

Date:.....

ADVANCE XTRA LTD of 2 Applecroft, Newton Longville, Bucks, MK17 0DH

Will undertake a telemarketing campaign for:-

..... of

(The accountant)

1. This agreement is for the supply of prospective new client appointments in the postcode areas of for prospects who have an estimated employee size of It should be stressed that this employee size figure is provided by the directory suppliers on other information they hold about the prospects. The actual can vary from this and appointments are still chargeable in these circumstances.
2. Appointments are made at the agreed rate of £..... per appointment attended. The accountant will be charged via invoices that will be raised monthly in arrears for payment within 7 days. This rate is agreed for a minimum period of one year, after which Advance will provide 30 days notice of any increase that becomes necessary. We may exercise our statutory right to interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed terms. All prices quoted are subject to VAT @17.5%.*
3. Advance will advise the accountant promptly with details of appointments obtained or literature requested.
4. The accountant will send any literature requests out within 24 hours of being notified by Advance.
5. Advance will comply fully with ICAEW/ACCA ethics with regards to telemarketing.
6. Advance will supply the accountant with a copy of the Advance Manual. All products are copyrighted to Advance and must not be used in any other practice but can be used in perpetuity within the accountant's practice for existing and potential clients.
7. The accountant must confirm appointments in writing to prospective clients within 24 hours of being notified of the appointment
8. **The accountant must aim to offer clients:**
 - (a) Fixed Fees for agreed services wherever possible.
 - (b) Guaranteed turnaround of accounts work within fixed timescales on the basis of full information being provided by clients when requested.
 - (c) As much tax-planning or business advice as they can.

9. The accountant can terminate this agreement by giving one month's notice and Advance can terminate the agreement immediately if there is any material breach of the agreement by the accountant. Termination of the agreement must be put in writing and send by recorded delivery to the above address. The accountant should attend all appointments that have been arranged by Advance up to the end of the one month notice period regardless of whether the appointment date is prior to, or following the end of the one month notice period. Any appointments that have been postponed will be re-arranged on behalf of the accountant by Advance and when a new date is confirmed the accountant must attend these appointments. Advance will continue to secure a new date for re-arranged appointments after the one month notice period. If the accountant does not wish to attend these appointments they will be charged for them at their typical appointment rate.

Definition of a "prospective new client appointment"

Prospective new client appointments are obtained with prospective clients who Advance have approached on behalf of the accountant.

The appointment will count as an appointment if any of the following have happened:

1. Advance has directly arranged the appointment.
2. Advance have arranged for literature to be sent to the prospective client who later contacts the accountant directly for an appointment.
3. Advance has given the phone number of the accountant to the client and the client later contacts the accountant directly for an appointment.
4. Advance Xtra has arranged for the accountant to call the client at the client's request and an appointment results from this.

If the client cancels the appointment for any reason or is not there on arrival, the appointment will be re-appointed or replaced by Advance so long as Advance are notified within 24 hours of the accountant finding out about the cancellation. If the client contacts the accountant to cancel, the accountant should try to ascertain the reason for cancellation and attempt to rearrange the appointment if appropriate. Failing this, Advance will attempt to re-set the appointment.

If any of the following apply an appointment will still count as a prospective new client appointment:

1. If an appointment has been arranged with a prospect on an allocated day that the accountant has advised is free for appointments and the accountant subsequently decides for any reason at all that they do not want the appointment on that day then Advance will attempt to re-arrange the appointment should the accountant wish or, if not, the accountant will be charged for it at the standard appointment rate. There will also be an additional administrative charge of £5 applied to the cost of the appointment.
2. If the appointment is not attended by the accountant due to an administration error on their part or illness or the accountant not attending on time.
3. The appointment is cancelled following the accountant calling the client before the appointment unless advised by Advance to do so.
4. Advance Xtra is not notified by the accountant within 24 hours of a client calling to cancel an appointment or not being present on arrival.
5. Where an appointment is **not** made on an allocated day the Accountant should notify Advance within 24 hours if they are unable to attend or the appointment would still count as a prospective new client appointment.

6. The accountant decides they do not want an appointment that has been made with any prospect on the database list that has been reviewed by the accountant. It is the accountant's responsibility to delete any existing clients from the database list before Advance commences telemarketing and to periodically review databases and inform Advance promptly should a prospect contact the accountant directly, outside of the Advance marketing process. Advance will allow the accountant to remove a maximum of 10% of the total of any database before Advance commence calling from it. If the amount removed exceeds 10% of the total then Advance reserve the right to charge the accountant, pro rata, for the data at our data provider's typical rate.
7. If a meeting is attended where there is more than one business involved and the other business or businesses are based at different addresses and a quote is given for more than one business, then each quote will class as a separate appointment.

Advance may share information about the way in which the accountant conducts their account with our credit reference agency. Advance may exercise their statutory right to interest and compensation for debt recovery costs under the late payment legislation if they are not paid according to agreed terms.

Note:

The above Terms & Conditions, excluding appointment price, may be altered where necessary at any time by Advance. Advance will advise the accountant of any changes, in writing, 30 days prior to the date of implementation of change.

- * This clause will be amended accordingly to relate to the specific scheme you wish to use.

I/we agree the above terms and conditions

----- For the accountant