



PROFITSYOU
ACCOUNTING

TERMS & CONDITIONS – ProFitsYou Accounting

These Terms & Conditions (“Terms”) apply to all accounting, tax, advisory, compliance and digital product services provided by ProFitsYou Accounting (Emkaa Limited) via www.profitsyou.co.uk and in connection with any contract or engagement with our clients.

Our separate Privacy Policy and Cookies Policy explain how we process and protect personal data.

By using our website, purchasing digital products, or engaging our services, you agree to these Terms. Please read them carefully before placing an order.

Interpretation

Contract – The agreement between ProFitsYou Accounting and the Client incorporating these Terms.

Client – Any individual, business or organisation engaging our services.

Services – Accounting, tax, advisory, compliance and related services, including digital downloads and online resources.

Deliverables – Documentation, reports, templates, materials and outputs supplied by ProFitsYou Accounting in connection with the Services.

Digital Products – Any downloadable guides, calculators, templates, training materials or online resources.

Intellectual Property Rights – Copyright, trademarks, design rights, database rights and confidential information.

Company Details

Emkaa Limited (trading as “ProFitsYou Accounting”)

Private limited company registered in England and Wales

Company Number: 15536935

Registered office: Suite 448, 37 Westminster Buildings, Theatre Square, Nottingham, NG1 6LG

Contact: accounting@profitsyou.co.uk

Formation of Contract

A binding contract is formed when:

1. You purchase services or digital products via the website or accept a written proposal; and
2. We confirm acceptance of your order or begin work.

For digital products, access is provided immediately after payment. Under the Consumer Contracts Regulations 2013, **the 14-day cancellation right does not apply to digital downloads once access has been provided.**

Our Right to Amend Terms

We may amend these Terms to reflect changes in law or business operations. The version in force at the time of your order applies.

Fees and Payment

Fees are as stated on our website or in written proposals. Fees may change, but never retrospectively to accepted contracts.

Invoices are payable within the stated period. We may suspend services for overdue payments.

Digital Products – Warranty Disclaimer

Digital products are delivered “as is” and **do not benefit from any statutory warranty** under UK consumer law because they are classified as **digital content supplied for immediate download.**

Legal basis:

Consumer Rights Act 2015 — Section 33–36 (digital content supplied immediately without warranty obligations)

However:

If a specific digital product includes any “satisfaction guarantee”, refund right, or warranty, **it will be explicitly stated on the product description page.** No implied or assumed guarantees apply.

Liability

We do not exclude liability for:

- Death or personal injury caused by negligence;
- Fraud or fraudulent misrepresentation.

Subject to the above, we are not liable for:

- Loss of profits, revenue, business or data;
- Consequential or indirect loss;
- Loss arising from reliance on materials not tailored to your circumstances.

Our liability shall not exceed the total fees paid for the Services in question.

We do not warrant that any digital product or document will meet your specific requirements unless expressly agreed in writing.

Intellectual Property Rights

All Deliverables and Digital Products remain the copyright of ProFitsYou Accounting.

You may use them for your own business or personal purposes but **may not copy, resell or reproduce them**, nor make them available to third parties without our written consent.

Breach of this clause terminates your licence immediately.

Force Majeure

We are not responsible for delays or failure caused by events beyond our reasonable control including strikes, civil unrest, terrorism, flood, fire, IT or hosting failures.

Communications

All notices must be in writing and may be sent by email.
Emails are deemed received when successfully transmitted.

Governing Law & Jurisdiction

These Terms and all disputes arising from them are governed by the law of England and Wales.

The courts of England and Wales have exclusive jurisdiction.

Entire Agreement

These Terms, together with any proposal, invoice, Privacy Policy and Cookies Policy, form the entire agreement between ProFitsYou Accounting and the Client. No other terms apply unless confirmed in writing.