



TERMS & CONDITIONS

Effective date: 01 July 2026

These Terms & Conditions govern your use of the Blue Oak Accounting website and the provision of services by Blue Oak Accounting.

By using this website, submitting an enquiry or engaging Blue Oak Accounting for services, you agree to these Terms & Conditions, together with any separate written engagement letter, quotation or service agreement applicable to your engagement.

This is a practical website template prepared with reference to South African requirements, including the Electronic Communications and Transactions Act 25 of 2002 (ECTA), the Protection of Personal Information Act 4 of 2013 (POPIA), and applicable consumer-protection principles. It is not legal advice and should be reviewed by a South African legal professional before publication.

1. ABOUT BLUE OAK ACCOUNTING

Blue Oak Accounting ("Blue Oak Accounting", "we", "us" or "our") provides practical accounting and business support services, including bookkeeping, monthly accounting, tax and compliance support, payroll and HR support, and stand-in accounting support, subject to the scope agreed with each client.

Legal name: Blue Oak Accounting

Registration number: [INSERT, IF APPLICABLE]

Address: 269 Aries Street, Waterkloof Ridge, Pretoria, 0181

Email: Sales@Blue-Oak-Accounting.com

Telephone: +27 (0)83 292 2573

Website: www.Blue-Oak-Accounting.com

2. ACCEPTANCE OF THESE TERMS

By accessing or using this website, you agree to comply with these Terms & Conditions. If you do not agree with these terms, please do not use the website.

Where you enter into a separate written engagement, quotation or service agreement with Blue Oak Accounting, that agreement will govern the specific services, fees, responsibilities and other matters covered by it. If there is an inconsistency, the specific written agreement will apply to the extent of that inconsistency.

3. USE OF THE WEBSITE

You may use the website only for lawful purposes and in a manner that does not infringe the rights of Blue Oak Accounting or any third party.

You must not:

- Use the website for unlawful, fraudulent or abusive purposes.
- Attempt to gain unauthorised access to the website, systems or data.

- Introduce malicious code, viruses or other harmful material.
- Copy, scrape, reproduce or commercially exploit website content except where permitted by law or with our written permission.
- Submit information that you know is false, misleading, unlawful or belongs to another person without appropriate authority.

4. NATURE AND LIMITATIONS OF INFORMATION PROVIDED

Information on this website is provided for general informational purposes. It is not intended to constitute individual accounting, tax, legal, employment or financial advice.

Information on the website may not reflect your particular circumstances and should not be relied upon as a substitute for advice based on your specific facts, records and applicable law.

A consultation request or website enquiry does not by itself create a professional engagement, mandate, adviser-client relationship or obligation for Blue Oak Accounting to provide services. A formal engagement begins only when the relevant terms have been agreed and accepted.

5. ACCOUNTING AND BOOKKEEPING SERVICES

Where engaged to do so, Blue Oak Accounting may provide bookkeeping, monthly accounting and related support.

The precise scope of work, deliverables, reporting frequency, deadlines and client responsibilities will be set out in the applicable engagement or quotation.

The accuracy and completeness of accounting records depend in part on the information and supporting documents supplied by the client. We are not responsible for inaccuracies or consequences arising from information that is incomplete, inaccurate, misleading or supplied late, except to the extent that applicable law provides otherwise.

6. TAX AND COMPLIANCE SERVICES

Where engaged to do so, Blue Oak Accounting may assist with tax and compliance matters.

Tax laws, filing requirements, deadlines and administrative requirements may change. Any tax or compliance work depends on the information and documentation provided by the client and on the agreed scope of the engagement.

We do not guarantee a particular tax outcome, refund, assessment or result. Where a matter falls outside our agreed scope or requires specialist legal advice, we may recommend that the client obtain appropriate professional advice.

7. PAYROLL AND HR SERVICES

Where engaged to do so, Blue Oak Accounting may provide payroll and practical HR administration support.

The client remains responsible for decisions concerning its employees, including hiring, discipline, termination, remuneration structures and employment policies, unless expressly agreed otherwise.

Payroll and HR support is not a substitute for specialist employment-law advice. Where a matter requires legal interpretation or representation, the client should obtain appropriate professional advice.

8. STAND-IN ACCOUNTING SUPPORT

Stand-in accounting support may be provided on a temporary, limited or flexible basis, depending on availability and the agreed scope.

The client and Blue Oak Accounting will agree the relevant responsibilities, access, handover arrangements, working period and deliverables. Stand-in support does not automatically include all accounting, tax, payroll or compliance functions.

9. CLIENT RESPONSIBILITIES

Clients are responsible for:

- Providing complete, accurate and timely information and supporting documentation.

- Reviewing information, reports, submissions and other outputs supplied for approval where applicable.
- Meeting agreed deadlines for providing information, approvals and instructions.
- Providing lawful and appropriate access to systems, records and authorised personnel where required.
- Promptly notifying us of material changes that may affect the services.
- Maintaining appropriate underlying business records and retaining documents where required by law.
- Ensuring that instructions given to us are authorised and lawful.

Delays, errors or additional work caused by incomplete, inaccurate or late information may affect deadlines, deliverables and fees, subject to the applicable engagement terms.

10. FEES AND PAYMENT

Fees, payment dates, deposits, recurring charges, disbursements and any applicable taxes will be set out in the relevant quotation, proposal, invoice or engagement agreement.

Unless otherwise agreed in writing:

- Fees are payable by the due date stated on the invoice.
- Additional work outside the agreed scope may be charged separately after discussion with the client.
- The client remains responsible for approved third-party costs and disbursements incurred on its behalf.
- Any applicable VAT will be charged where required by law.

We reserve the right, subject to the applicable agreement and law, to pause or suspend services where invoices remain overdue after reasonable notice.

11. CONFIDENTIALITY

We will treat confidential client and business information as confidential and will use it only for lawful and appropriate business or service purposes.

Confidentiality does not apply to information that:

- Is already lawfully public.
- Was lawfully known to us before disclosure.
- Is received lawfully from a third party without a confidentiality obligation.
- Must be disclosed by law, regulation, court order or a lawful request from a competent authority.
- Must be disclosed to professional advisers, insurers, service providers or personnel where reasonably necessary, subject to appropriate confidentiality obligations.

More detailed confidentiality and data-handling obligations may be contained in the applicable client engagement agreement and our Privacy Policy.

12. PRIVACY AND POPIA

Blue Oak Accounting processes personal information in accordance with applicable privacy laws, including POPIA. Our Privacy Policy explains what personal information we collect, why we collect it, how we use and protect it, when it may be shared, retention considerations, and the rights available to data subjects.

Privacy Policy: Provided on Request

By using our website or submitting information to us, you acknowledge that your personal information may be processed in accordance with our Privacy Policy and applicable law.

13. INTELLECTUAL PROPERTY

Unless otherwise stated, the website and its content, including text, branding, logos, graphics, layouts, documents and other materials, are owned by or licensed to Blue Oak Accounting and are protected by applicable intellectual-property laws.

You may view and use the website for your own lawful purposes, but you may not reproduce, modify, distribute, publish, sell or commercially exploit our protected content without our prior written permission, except where permitted by law.

14. WEBSITE ACCURACY AND AVAILABILITY

We take reasonable steps to keep the website information useful and current, but we do not warrant that every page, statement, calculation, link or other item will always be complete, accurate, current or error-free.

The website may occasionally be unavailable due to maintenance, updates, technical failures or circumstances outside our reasonable control.

Where an error is identified, we may correct or update the relevant content without notice.

15. THIRD-PARTY SERVICES AND LINKS

The website may refer to or link to third-party websites, software or services. These third parties operate under their own terms and privacy policies.

Blue Oak Accounting is not responsible for third-party websites or services that we do not control. Any use of third-party services is subject to the applicable third party's terms.

16. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, Blue Oak Accounting will not be liable for indirect, incidental, special or consequential loss arising from use of the website or reliance on general website information.

Nothing in these Terms & Conditions is intended to exclude, restrict or waive any right, remedy, liability or obligation that cannot lawfully be excluded or limited under South African law, including any mandatory rights under applicable consumer-protection or other legislation.

Nothing in these terms limits liability to the extent that such limitation would be unlawful, including where applicable for fraud, wilful misconduct or any other liability that the law does not permit a party to exclude.

Any limitation of liability applicable to professional services should be read together with the specific client engagement agreement and applicable law.

17. INDEMNITY

To the extent permitted by law, you agree to be responsible for losses or claims arising from your unlawful use of the website, your breach of these Terms & Conditions, or your submission of information or material that infringes another person's rights.

This clause does not require you to indemnify Blue Oak Accounting for losses caused by Blue Oak Accounting's own unlawful conduct or for liability that cannot lawfully be transferred to you.

18. ELECTRONIC COMMUNICATIONS AND TRANSACTIONS

We may communicate with you electronically, including by email, website forms or other electronic means.

The ECTA provides a legal framework for electronic communications and transactions in South Africa, including recognition of data messages and electronic contracting in appropriate circumstances.

Where you enter into an agreement electronically, the relevant agreement and applicable law will determine when the agreement becomes binding. You should retain copies of important electronic communications and agreements.

19. COMPLAINTS AND DISPUTE PROCESS

If you have a complaint, please contact us first using the details below and provide enough information for us to investigate the matter.

We will aim to acknowledge and address complaints within a reasonable period.

Where a dispute cannot be resolved informally, the parties may consider appropriate mediation or other alternative dispute resolution before commencing formal proceedings, where appropriate and legally permissible.

Nothing in this clause prevents a consumer or other person from exercising a mandatory statutory right or remedy.

20. GOVERNING LAW AND JURISDICTION

These Terms & Conditions are governed by the laws of the Republic of South Africa.

Subject to any mandatory jurisdictional or consumer-protection rights that apply, the parties submit to the jurisdiction of the South African courts with appropriate jurisdiction to resolve disputes arising from these terms or use of the website.

21. CHANGES TO THESE TERMS

We may update these Terms & Conditions from time to time to reflect changes to our services, website, business practices or applicable legal requirements.

The updated version will be published on the website with an effective or updated date. Continued use of the website after publication of updated terms may constitute acceptance of the updated terms to the extent permitted by law.

22. SEVERABILITY

If any provision of these Terms & Conditions is found to be invalid, unlawful or unenforceable, that provision will be severed or limited to the minimum extent necessary, and the remaining provisions will continue to apply to the extent permitted by law.

23. ENTIRE AGREEMENT

These website Terms & Conditions, together with the Privacy Policy and any applicable engagement letter, quotation, proposal or service agreement, form the relevant contractual framework for the matters they cover.

A specific written client agreement may contain additional or different terms for the professional services provided to that client.

24. CONTACT DETAILS

Blue Oak Accounting

Legal name: Blue Oak Accounting

Registration number: 2011/072388/23

Address: 269 Aries Street, Waterkloof Ridge, Pretoria, 0181

Email: Sales@Blue-Oak-Accounting.com

Telephone: +27 (0)83 292 2573

Website: www.Blue-Oak-Accounting.com

Effective date: [INSERT DATE]

IMPORTANT LEGAL NOTE

This document is a website Terms & Conditions template and is not legal advice. Before publishing, Blue Oak Accounting should confirm its legal entity details, services, fee arrangements, consumer-facing transactions, professional obligations, complaint process, website configuration and any industry-specific requirements. A South African attorney should review the final version for the business's specific circumstances.

REFERENCE LEGISLATION

- Electronic Communications and Transactions Act 25 of 2002 (ECTA).
- Protection of Personal Information Act 4 of 2013 (POPIA).
- Consumer Protection Act 68 of 2008 (CPA), where applicable.

Official legislation can be accessed through the South African Government and other authoritative legal sources.