

## Terms and Conditions

### For use of the Help Accountants Website

By using the Help Accountants website (The "Website") you agree to be bound by these terms and conditions.

In these terms and conditions "we" and "us" mean Helpaccountants.co.uk and Helpaccountants.com, which are the trading names of Help Accountants Ltd (Registration Number 5239803), whose registered office is Help Accountants PO Box 7925 Reading RG10 0ZQ

1. Access to the Website and its content
  - a. The information provided by us on the Website is in no way an invitation or recommendation to buy any products and services featured and you should first seek appropriate independent advice.
  - b. We will endeavour to allow uninterrupted access to the Website, but access may be suspended, restricted or terminated at any time due to circumstances beyond our control.
  - c. We reserve the right to modify, change, remove or substitute without notice any information on the Website, including these terms of use, at any time and without notice.
  - d. We assume no responsibility for the contents of any other websites to which this Website has links. Please be aware that any linked sites are not under the control of Help Accountants Ltd and we are not responsible for and do not endorse their contents. These terms and conditions may also apply to the access to and use of third party sites.
  
2. Intellectual Property
  - a. The copyright in the materials contained within the Website, which includes the website design, text and graphics, the selection and arrangement, software compilations, underlying source codes and software belongs to Help Accountants Ltd. As a subscriber to the Website you may download and print off documents, but cannot amend the documents without prior permission (given by default if the documents are Word or Excel) or pass off as your own information.
  - b. Helpaccountants is a trademark of Help Accountants Ltd. Other company names and products on the website may also be trademarks or registered trademarks of their respective owners.
  - c. Any data you submit to the website is yours, and you retain ownership. By submitting the data you grant us worldwide, royalty free, non-terminable licence to use, copy, distribute, publish and transmit such data in any manner.

3. Exclusions of Liability
  - a. We use reasonable endeavours and efforts to ensure that the data on the website is accurate, complete, and up to date, and to correct any errors or omissions as soon as is practical after notification.
  - b. We do not monitor, verify or endorse information submitted by third parties for posting on the website, and you should be aware that such information may contain inaccuracies, be incomplete or out of date.
  - c. Where permitted by the applicable laws we disclaim all warranties and representations (expressed or implied) as to the accuracy of any information contained on the Website.
  - d. We do not guarantee that the Website will be fault free and do not accept any liability for errors and/or omissions. Our aim is to keep the Website as up to date as possible and we accept no responsibility for keeping the information within the Website pages up to date or liability for any failure to do so.
  - e. The Website is transmitted via electronic transmission over the internet. Due to the number of users by whom data is posted onto the Website, any liability we may have for any losses or claims arising from an inability to access the Website, or from any use of the Website or reliance on the data transmitted using the Website is excluded to the fullest extent permissible by law.
  - f. In no event shall we accept liability of any description including liability for any loss of revenue, goodwill, profit, opportunity, business, savings or other indirect or consequential loss of any kind in contract, tort (negligence), damages or otherwise arising out of use of the Website, save where such liability cannot be excluded by the law.
  - g. Although we make every effort to ensure that the Website is free from viruses or any other harmful technologies, we do not give any warranty that this is so.
  
4. Data Protection
  - a. Under the UK Data Protection Act 1998 we follow a strict security procedure when storing and disclosing information which you have given to us to prevent unauthorised access.
  - b. We are committed to protecting your privacy and may only contact you to tell you about changes to the website. We do not pass your personal details onto any other third parties.
  - c. You may edit your personal entries at any time.
  - d. Unless compelled by applicable legislation, we will not provide this information to a third party without your permission, except as necessary to process fulfil your requests.
  - e. In addition to the personal information that you may provide us, this Site may use technology that lets us collect certain technical

information like your Internet protocol address, your computer's operating system, your browser type, traffic patterns and the address of any referring Web sites

5. Exclusion of Liability for suppliers' goods and services
  - a. We may recommend a number of suppliers through the Website and the opportunity to buy goods and services direct from those suppliers.
  - b. We do not accept liability for any goods and services provided by a third party. The suppliers will be supplying their own standard terms and conditions and you should check that you agree to those terms and conditions before placing an order.
  
6. User names and passwords
  - a. On subscribing to the Website you will be issued with a user name and password which must be used in order to access the information on the Member's pages that is restricted from non subscribers.
  - b. The user name and password are personal to you and are not transferable.
  - c. You are responsible for all information posted on the Website by anyone using your user name and password and any payments due for services accessed through the Website.
  - d. Any breaches of security of a user name and password should be notified to us immediately.
  - e. You may not adapt or circumvent the systems in place in connection with the Website nor access the Website other than through normal operations.
  
7. Payment
  - a. Access to the information on the Website is via subscription. User name and password will be issued once payment has been received.
  - b. Where payment fails and the subscription is not paid we may suspend your access to and use of the Website.
  
8. Right to cancel and refunds
  - a. You can cancel your subscription to the Website within 7 days of your order being accepted, except where the subscription has been provided within 7 days of the order being accepted, your right to cancel ceases once the provision of the services starts.
  - b. We will aim to provide services as promptly as possible, and therefore you accept that the services will often be provided shortly after the order is accepted and as a result there maybe only a very short time, if any, in which you are able to cancel an order.

- c. Any notice of cancellation must be sent to [info@helpaccountants.co.uk](mailto:info@helpaccountants.co.uk) giving full details including any order numbers we may have given.
- d. Any additional services bought via the Website will be paid for through the supplier's websites and will be covered by their terms and conditions.

## 9 Data submitted by users

- a. We accept no liability for data supplied by any user for display on the Website and the limitation outlined in condition 3 apply.
- b. If you submit data for display on the Website you are responsible for ensuring that the data is complete, accurate and up to date, and also responsible for updating that data where necessary.
- c. If you submit data for display on the Website you are responsible for ensuring that no data is uploaded or submitted which is untrue, defamatory, obscene, abusive or otherwise objectionable or is in breach of any of the applicable laws or rights of third parties.
- d. You warrant that all reasonable precautions have been taken to ensure that any data you upload or otherwise submit to the website is free from viruses and anything else which may have a contaminating or destructive effect on any part of the Website or any other technology.
- e. We reserve the right to remove offending material placed on the Website that we consider to constitute a misuse of the Website or which is harmful to other users of the Website (without limiting our rights to seek other remedies).
- f. You will indemnify us for any claim or loss (including without limitation, economic loss) suffered by us arising out of your failure to observe any of the terms in Condition 9.
- g. Subject to the Contracts (Rights of Third Parties) Act 1999 Condition 9e may be enforced, at the time of any failure to observe, by the following in their own rights
  - i. Any third party with whom we contract for content or advertising
  - ii. Our employees or agents

## 10 Termination

- a. We will terminate your access to the website and the services within it at the end of your year's subscription and will notify you in writing (via email, or letter) of the date of termination at least 1 week before.
- b. All disclaimers, indemnities and exclusions in the agreement shall survive termination of this Agreement for any reason.

11 General

- a. We may modify these terms and conditions at any time by publishing the modified terms and conditions on the website. Any modification will take effect three days after posting on the Website.
- b. If any provision within these terms and conditions is held to be unlawful, unenforceable or invalid that provision shall be deemed to be severed and the validity and enforceability of the remaining terms and conditions shall not be affected.

12 Governing Law

- a. These terms and conditions are governed by and to be construed in accordance with the laws of England and Wales.
- b. Any disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.