



Making tax digital (MTD) – VAT bridging solution

Terms and conditions - updated 16 July 2020

Please read these terms and conditions carefully before you start to use the site. By using our site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site.

Scope of information

The materials contained on our site are provided for general information purposes only and do not constitute legal or other professional advice and shall not be relied upon as such.

We do not accept any responsibility for any loss which may arise from accessing or reliance on the information on our site and to the fullest extent permitted by English law, we exclude all liability for loss or damages direct or indirect arising from use of this site.

Our support team is happy to provide information and support regarding the MTD VAT bridging solution. Any information we provide as part of our site support service is of a general nature and is not a substitute for professional advice.

We do not accept any responsibility for any loss whether or not as a direct or indirect result of the information which we may provide and to the fullest extent permitted by English law, we exclude all liability for loss or damages direct or indirect arising from use of such information.

Information about us

My Online Accountant (thereafter “We” or “Us”) is a registered trademark of Online Accounting Solutions Limited a company registered in England and Wales (company number 5926042). The company registered office is 83 Ducie Street, Manchester, M1 2JQ.

My Online Accountant - MTD VAT bridging solution at https://www.myonlineaccountant.co.uk/tax_digital (thereafter “The Service”) is a site owned and operated by Online Accounting Solutions Limited.

Agreement to use the service

By registering to use The Service you (thereafter “The User”) acknowledge that you have read and understood these terms and conditions and have the authority to act on behalf of any person for whom you are using The Service. You are deemed to have agreed to these terms and conditions on behalf of any entity for whom you use The Service.

Definitions

“Agreement” means these terms and conditions of use.

“The User” or “You” means the person or company who registers to use The Service and includes any entity on whose behalf that person registers to use The Service.

“Additional User” means a person who has been given log-in details by The User to access The Service

“Credit” means the cost of one company VAT submission via The Service.

Applicable Law

The Courts of England will have exclusive jurisdiction in relation to any claim, dispute or difference concerning these terms and conditions and any matter arising from it. Each party irrevocably waives any right it may have to object to any action being brought in those courts, to claim that the action has been brought in an inappropriate forum, or to claim that those courts do not have jurisdiction.

All work performed is conducted using the current legislation according to the accounting period. We cannot be held responsible for future development and changes in legislation.

In all situations this Agreement is governed by the laws of England and Wales and The User hereby submits to the exclusive jurisdiction of the courts of England and Wales for all disputes arising out of or in connection with this Agreement.

Purchase of credits

Each User is granted 1 free credit. This can be used make 1 MTD VAT submission via the site and is non-refundable. The current credit balance is shown on each page of the site.

Additional credits can be purchased via the site at the price prevailing at the point of purchase. Following the purchase of additional credits, We will issue an invoice by email to the address of The User. Payment of invoice is required on the date of issue. You must pay all amounts specified in any invoice before you intend to make MTD submissions.

The credit balance shown on the site is the total of any free credits, plus any credits purchased via the site. The balance shown in brackets as "pending" represents credits for unpaid invoices. Submissions are not possible if the credit balance less any credits pending falls to zero. Unused credits are non-refundable.

You are responsible for payment of all taxes and duties in addition invoices to purchase credits.

If We do not receive payment of invoices then access to the account may be suspended until payment is received. If subsequent subscriptions remain unpaid then We reserve the right to terminate the account.

Use of the site

We grant The User the right to access and use The Service via the site with the particular user roles available to The User according to your product type. This right is non-exclusive, non-transferable, and limited by and subject to these terms and conditions.

The User is fully responsible for all Additional Users use of The Service.

You must only use The Service for your own lawful internal business purposes, in accordance with these terms.

You will be issued with a temporary password upon registration and confirmation of your email. We recommend that these are changed as soon possible. New passwords must meet our security criteria.

You must ensure that all passwords required to access The Service are kept secure and confidential. You must immediately notify us if your password has been compromised and we will reset your password.

You must take all other actions that we reasonably deem necessary to maintain or enhance the security of our systems and networks and your access to The Services.

You must not attempt to undermine the security or integrity of our computing systems or networks. You must not use, or misuse, The Services in any way which may affect the functionality of The Services or the site, or other systems used to deliver The Services or impair the ability of any other user to use The Services or Website.

You must not attempt to gain unauthorised access to any materials other than those to which you have been given express permission to access or to the computer system on which The Services are hosted. You must not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer the site except as is strictly necessary to use it for normal operation.

There are no usage limitations related to the site. We reserve the right to introduce usage limitations in the case of excess usage by any particular User that affects the functioning of the site as a whole. Any such limitations will be specified clearly on the site prior to their introduction.

As a condition of these Terms, if you use any communication tools available through the site you agree only to use such communication tools for lawful and legitimate purposes. You must not use any such communication tool for posting or disseminating any material unrelated to the use of The Service, including (but not limited to): offers of goods or services for sale, unsolicited commercial e-mail, files that may damage any other person's computing devices or software, content that may be offensive to any other users of The Services or the site, or material in violation of any law.

When you make any communication via the site, you represent that you are permitted to make such communication. We are under no obligation to ensure that the communications on the site are legitimate or that they are related only to the use of The Services. We reserve the right to remove any communication at any time at its sole discretion.

You indemnify us against all claims, costs, damage and loss arising from any breach of any of these Terms or any obligation you may have to us, including (but not limited to) any costs relating to the recovery of any invoices that are due but have not been paid by you . You indemnify us against all claims related to loss of data however they may arise.

Confidentiality and privacy

Unless the relevant party has the prior written consent of the other or unless required to do so by law each party will preserve the confidentiality of all confidential Information of the other obtained in connection with these terms.

Neither party will, without the prior written consent of the other, disclose or make any confidential Information available to any person, or use the same for its own benefit, other than as contemplated by these terms and conditions.

Each party's obligations under this clause will survive termination of these terms. These provisions shall not apply to any information which is:

- or becomes public knowledge other than by a breach of this clause; or
- received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
- in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or
- independently developed without access to the Confidential Information.

We maintain a privacy policy that sets out the parties' obligations in respect of personal information. You should read that policy on our website and you will be taken to have accepted that policy when you accept these terms.

Intellectual property

All Intellectual Property Rights (IPR) relating to The Service, the site and any documentation relating to The Service remain the property of Online Accounting Solutions Limited.

All IPR in the data remain your property. However, your access to the data is contingent on full payment of invoices for credits when due. You grant My Online Accountant a licence to use, copy, transmit, store, and back-up your information and data for the purposes of enabling you to access and use The Service and for any other purpose related to provision of services to you.

We adhere to best practice policies and procedures to prevent data loss, including a daily system data backup, but we do not make any guarantees that there will be no loss of data. We expressly exclude liability for any loss of data no matter how caused.

Authority

You warrant that where you have registered to use The Service on behalf of another person, you have the authority to agree to these terms on behalf of that person and agree that by registering to use The Service you bind the person on whose behalf you act to the performance of any and all obligations that you become subject to by virtue of these terms and conditions, without limiting your own personal obligations under these terms and conditions.

You acknowledge that you are authorised:

- to use The Service and the site and to access the information and data; and
- to input into the site, including any information or data input into the Website by any person you have authorised to use The Service; and
- to access the processed information and data that is made available to you through your use of the site and The Service (whether that information and data is your own or that of anyone else).

We have no responsibility to any person other than The User and nothing in this Agreement confers, or purports to confer, a benefit on any person other than you. If you use The Service or access the site on behalf of or for the benefit of anyone other than yourself (whether a body corporate or otherwise) you agree that you are wholly responsible for ensuring that you have the authority to do so;

You are responsible for authorising any person who is given access to information or data, and you agree that We have no obligation to provide any person access to such information or data without your authorisation and may refer any requests for information to you to address.

Authority (continued)

You will indemnify us against any claims or loss relating to:

- Our refusal to provide any person access to your information or data in accordance with these terms and conditions; and
- making available information or data to any person with your authorisation.

The provision of, access to, and use of, The Service is on an "as is" basis and at your own risk. We do not warrant that the use of The Service will be uninterrupted or error free. Among other things, the operation and availability of the systems used for accessing The Service, including public telephone services, computer networks and the internet, can be unpredictable and may from time to time interfere with or prevent access to The Service. We are not in any way responsible for any such interference or prevention of your access or use of The Service.

It is your sole responsibility to determine that The Service meets the needs of you or your business and are suitable for the purposes for which they are used.

You remain solely responsible for complying with all applicable accounting, tax and other laws.

We give no warranty about The Service nor do we warrant that The Service will meet your requirements or that it will be suitable for any particular purpose. To avoid doubt, all implied conditions or warranties are excluded in so far as is permitted by law, including without limitation warranties of merchantability, fitness for purpose, title and non-infringement.

If subscribing to The Service as an agent or tax professional, you warrant and represent that you are acquiring the right to access and use The Service for the purposes of a business and that, to the maximum extent permitted by law, any statutory consumer guarantees or legislation intended to protect non-business consumers in any jurisdiction does not apply to the supply of The Service, the site or these terms and conditions.

Limitation of liability

To the maximum extent permitted by law, We exclude all liability and responsibility to you (or any other person) in contract, tort (including negligence), or otherwise, for any loss (including loss of information, data, profits and savings) or damage resulting, directly or indirectly, from any use of, or reliance on, The Service or site.

If you suffer loss or damage as a result of our negligence or failure to comply with these terms and conditions, any claim by you against us arising from our negligence or failure will be limited in respect of any one incident, or series of connected incidents, to the total of the fees invoiced by us and paid by you in the previous 6 months.

If you are not satisfied with The Service, your sole and exclusive remedy is to terminate these terms and conditions and your use of the site.

Termination

We provide a free credit that aims to provide you with sufficient experience of The Service to remove the need for a trial usage period. Accordingly, in normal circumstances we do not provide for a trial usage period and we request all invoices to be paid on the invoice date.

In the event that we deem that extended trialling may be appropriate we may at our discretion provide additional credits with no obligation to continue to use The Service.

If you choose not to continue using The Services, you may ask us to delete your account and all linked data. Each User is limited to a maximum of one free credit. Any attempt to secure additional free credits through deception or any other means may result in the termination of your account.

These terms and conditions will automatically continue provided you continue to pay our invoices when due, unless either party terminates these terms and conditions by giving notice to the other party at least 30 days.

If you breach any of these terms and conditions (including, without limitation, by non-payment of any invoices) and do not remedy the breach within 14 days after receiving notice of the breach if the breach is capable of being remedied.

If you become insolvent or your business goes into liquidation or has a receiver or manager appointed of any of its assets or if, or make any arrangement with your creditors, or become subject to any similar insolvency event in any jurisdiction we may take any or all of the following actions, at our sole discretion:

- Terminate this Agreement and your use of The Service and use of the site; and
- Suspend for any definite or indefinite period of time, your use of The Service and the site; and
- Suspend or terminate access to all or any data.

Termination (continued)

For the avoidance of doubt, if payment of any invoice due for purchase of credits is not made in full by the relevant due date, we may suspend or terminate your use of The Service.

Termination of these terms and conditions is without prejudice to any rights and obligations of the parties accrued up to and including the date of termination. On termination of this Agreement you will remain liable for any accrued charges and amounts which become due for payment before or after termination, and immediately cease to use The Service and the site.

Technical Problems

In the case of technical problems you must make all reasonable efforts to investigate and diagnose problems before contacting us. If you still need technical help, please check the support provided online by us on the site. Failing that, please email us at mtd-support@myonlineaccountant.co.uk

We will take all steps possible to ensure that The Service is available 24 hours a day, 7 days a week. It is possible that on occasions The Service or site may be unavailable to permit us to upgrade or maintain our systems. If for any reason we have to interrupt The Service for longer periods than would normally be expected we will aim to publish in advance details of such activity on the site.

General conditions

These terms and conditions, together with the our Privacy Policy and the terms and conditions of any other notices or instructions given to you under these terms and conditions of Use, supersede and extinguish all prior agreements, representations (whether oral or written), and understandings and constitute the entire agreement between you and us relating to The Service and the other matters dealt with in these terms and conditions.

If either party waives any breach of these terms and conditions, this will not constitute a waiver of any other breach. No waiver will be effective unless made in writing.

Neither party will be liable for any delay or failure in performance of its obligations under these terms and conditions if the delay or failure is due to any cause outside its reasonable control. This clause does not apply to any obligation to pay money.

You may not assign or transfer any rights to any other person without our prior written consent.

If any part or provision of these terms and conditions is invalid, unenforceable or in conflict with the law, that part or provision is replaced with a provision which, as far as possible, accomplishes the original purpose of that part or provision. The remainder of this Agreement will be binding on the parties.

Any notice given under these terms and conditions by either party to the other must be in writing by email and will be deemed to have been given on transmission. Notices to must be sent to admin@myonlineaccountant.co.uk or to any other email address notified by email to you us. Notices to you will be sent to the email address which you provided when setting up your access to The Service.

A person who is not a party to these terms and conditions has no right to benefit under or to enforce any term of these terms and conditions.

Variations

We may revise these terms and conditions of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms and conditions of use may also be superseded by provisions or notices published elsewhere on our site.

Contact

The principal contact for the firm is Mr Phillip J. Bird BSc FCA by the following methods:

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