



HUTTON

## TERMS AND CONDITIONS

Please read this carefully. These pages set out the terms and conditions on which you may use:

- (a) Matthew Hutton's Monthly Tax Updating Service (Monthly Tax Review); and/or
- (b) Matthew Hutton's Monthly Private Client Tax Update Webinars

(together, 'the Products').

By accessing the Products or either of them you agree to the terms and conditions below. If you use the Products in the course of your business, you are agreeing to these terms and conditions on behalf of that business. If you do not agree with the terms and conditions (or are not authorised to do so) you should not use the Products. Matthew Hutton recommends that you print a copy of these terms and conditions for your records.

### 1. Definitions

In these Terms and Conditions, the following words shall have the following meanings:

'MH' means Matthew Hutton Chartered Tax Adviser of Broom Farm, Chedgrave, Norwich NR14 6BQ.

'the Products' means:

- (a) Matthew Hutton's Monthly Tax Review ('MTR'); and
- (b) Matthew Hutton's Monthly Private Client Tax Update Webinars ('the Webinar').

and 'Product' means either of them.

'Subscription' means the subscription paid based on the number of individual users of each Product.

'User' means the individual, firm or company or organisation making a subscription.

Any use of the word 'he' or 'him' shall include she, her, it, they and them as appropriate.

## 2. Applicable Terms and Conditions

The Products are owned by MH and any use made of this site (including the registrations and payments made via the website) is subject to these Terms and Conditions. MH may, at his sole discretion, modify or revise these Terms and Conditions at any time by updating the text of these pages.

## 3. Access and Use

Anyone who has paid their subscription is entitled to use for the period of the subscription and for their own purposes the information contained in the relevant Product, provided:

1. It is used for information purposes only, for reproduction for use by that individual and not for reproduction on any other website without the written permission of MH.
2. No part of the Products is copied, stored in a retrieval system or transmitted in any form or by any means to any third party without the written permission of MH.

## 4. Copyright and Trademark

Copyright of the Products is owned by MH. Unauthorised use of the Products including reproduction, storage, modification, distribution or re-publication without the prior written consent of MH is prohibited.

The names of MH and all related product and service names, design marks and slogans are the trade names, service marks or trademarks of MH and may not be used without the prior written consent of MH.

All works in the nature of databases attract database rights.

## 5. Privacy Policy

All information received by you from your use of the Products will be used by MH in accordance with his Privacy Policy.

MH respects the privacy of every individual who visits his publication.

MH collects and uses information from his users in the following ways.

### ***5.1 Subscription Services***

Personal information provided by you is part of your subscription registration process. It is used by MH to service and fulfill your account.

### ***5.2 Payment Details***

Any information provided by you in connection with any transaction regarding your billing or delivery address will be used by MH to process the transaction. These details will be saved on a secure server and may be used by him to facilitate and personalise future transactions with you.

### ***5.3 Contact Details***

MH may use the contact details provided by you (such as your name, job title, telephone and fax number and your e-mail and postal addresses) to keep you informed about relevant new developments in relation to the publication whether by post, telephone or e-mail.

### ***5.4 Third Parties***

MH does not and will not sell, trade or rent your e-mail contact address to any third party.

### ***5.5 Cookies***

MH's Products use cookies - small pieces of information which are stored by your browser on your computer's hard drive. MH's cookies do not contain any personally identifying information, but they do enable him to store your details between visits so that you do not have to re-enter this information every time you return to the site.

### ***5.6 Changes to Privacy Policy***

Changes to this policy will be posted here.

### ***5.7 Altering your Details***

To change any of the contact details MH holds about you please e-mail him at [contact@matthewhutton.co.uk](mailto:contact@matthewhutton.co.uk)

## **6. Subscriptions**

### ***6.1 Complimentary 'Taster'***

MH offers prospective Users of each Product a complimentary 'taster' attendance at either MTR or the Webinar. Such attendance commits the User to no financial obligation to subscribe to either MTR or the Webinar. If the User does so choose to subscribe, the following provisions will apply.

## **6.2 Subscription Details**

On payment of a subscription the User must provide MH with accurate and complete registration information and it is their responsibility to update and maintain changes to that information on the registration pages. MH is entitled to rely on any information which the user provides to him.

Each subscription is for a specified number of users, within a range of bands. If access to either Product is given to more than the agreed number, MH may cancel or suspend access to the relevant Product without any further obligation to you.

The user is responsible for all use of the Products made by him or any member of his firm, company or organisation. If the user believes that there has been any breach of security such as disclosure, theft or unauthorised use of his subscription or any payment information, he must notify MH immediately by e-mailing [contact@matthewhutton.co.uk](mailto:contact@matthewhutton.co.uk).

If the user provides MH with an e-mail address which will result in MH sending e-mails via a computer network or telephone operated or owned by a third party, then the user warrants that he is entitled to receive those messages. Each user also agrees that MH may refrain from sending messages to him without notifying him, even if the user subscribes to receive them, if MH receives a request from a third party to stop sending e-mails to the user.

## **6.3 Payment**

Placing of an order, whether in hard copy or electronically, will be followed by the issue of an invoice which will be emailed the user. Access to the Product depends upon placing of an order rather than prior payment of an invoice. However, payment of the invoice must be made within 7 working days of receipt, whether made by cheque or by BACS transfer. Failure by the user to make prompt payment may result in cancellation of the subscription by MH.

## **6.4 Distance Selling Regulations**

As required by the Regulations:

- The business name and address of MH is set out in Clause 1 Definitions above.
- The goods or services supplied are set out in the definition of 'the Products' above.
- The prices including VAT of both the electronic version of the eBook and additional hard copies are set out under Prices and Subscriptions in the website, as are the delivery costs of the hard copies and payment arrangements, covered also under Cooling off Period and Cancellations below.
- Access to either Product is given shortly after placing an order.
- The consumer's right to cancel the order is set out under Cooling Off Period and Cancellations below.
- A contract lasts from the placing of an order until the next 30 June or 31 December, as the case may be.

### **6.5 Cooling off Period and Cancellations**

You have a right to inform MH in writing (whether by letter, fax or email) of a decision to cancel. This decision must be notified within the cooling off period which ends at the end of the eighth working day after the day on which the order is made. If the order is cancelled and payment has been made, the payment will be reimbursed, under a VAT credit note, as soon as possible and in any case within a maximum period of 30 days.

If the order is cancelled, any hard copy of the relevant Product should be immediately destroyed and any electronic copy immediately deleted from the user's computer system.

## **7. Disclaimer**

Every effort has been taken to ensure the accuracy of the contents of the Products. However, MH cannot accept any responsibility for any loss occasioned to any person acting or refraining from action in reliance on any statement contained in the Product or either of them.

## **8. Third Party Websites**

The Products may contain links to websites operated by parties other than MH. Such links are provided for a user's convenience only. MH does not control such websites, and is not responsible for their content. MH's inclusion of links to such websites does not imply any endorsement of the material on such websites or any association with their operator. Each user is solely responsible for evaluating the accuracy and completeness of any information contained on the third party website and also the value and integrity of any goods and services offered by such website.

## **9. Crown Copyright**

The material herein which has Crown Copyright is reproduced with permission of the Controller of the Stationery Office.

## **10. Viruses**

Whilst MH makes all reasonable attempts to exclude viruses from the Products, he cannot ensure such exclusion and no liability is accepted for damage caused through the

downloading of viruses. Therefore the user is recommended to take all appropriate safeguards before downloading information from the Products.

## **11. Warranty and Indemnity**

The user warrants to MH that they will not use the Products or either of them or any part thereof each for any purpose which is in contravention of any applicable law or regulation or in a manner which will infringe the copyright, trademarks, service marks or other intellectual property rights of third parties or violate the privacy, publicity or other personal rights of others or in any defamatory, obscene, threatening, abusive or hateful manner. The user shall indemnify MH, his employees and agents, harmless against all claims, liability, losses, damages and expenses including, without limitation, legal fees and costs arising out of or incurred as a result of any claims made, or litigation brought, against MH, his employees and agents, as a result of the use by the user of the Products or any part thereof for whatever purpose, to the fullest extent permitted by law.

## **12. General**

If any of the provisions of these Terms and Conditions is held to be invalid or unenforceable, the validity or enforceability of the remaining provisions shall not be affected.

Any failure of MH to exercise or enforce any of his rights under these terms and conditions shall not be deemed to be a waiver of any such rights or operate so as to bar the subsequent exercise reinforcement of any such rights.

## **13. Jurisdiction**

The terms and conditions and the use by the user of the Products shall be governed by the laws of England and Wales and the parties hereto submit to the exclusive jurisdiction of the English Courts in all disputes arising out of or relating to, the Products and or any transactions made in relation to the Products, or these terms and conditions.