

## Bates Weston Portal Terms and Conditions

### 1. Background and definitions

1.1 For the purposes of these terms and conditions “you(r)” refers to the individual named at the bottom of these terms and acting as an authorised representative of the individuals and/or business outlined in section 4

1.2 For the purposes of these terms and conditions “us”, “our(s)” and “we” refers to either:

1.2.1 **Bates Weston** is the trading name of Bates Weston LLP. Bates Weston LLP, registered in England OC361828, is regulated for a range of investment business activities and Bates Weston Audit Limited, registered in England and Wales No 264228, is registered to carry on audit work in the UK and Ireland, both by the Institute of Chartered Accountants in England and Wales. A full list of members is available at the registered office: The Mills, Canal Street, Derby DE1 2RJ.

Neither firm is authorised under the Financial Services and Markets Act 2000 but Bates Weston LLP is able, in certain circumstances to offer a limited range of investment services to clients because we are members of the Institute of Chartered Accountants in England and Wales. We can provide these investment services if they are an incidental part of the professional services we have been engaged to provide.

**BW Financial Services Limited**, Company number 03616474, is an appointed representative of David Booter & Company, which is authorised and regulated by the Financial Conduct Authority: FCA firm number 189042. Registered office: The Mills, Canal Street, Derby DE1 2RJ.

**Bates Weston Tax LLP** is a Limited Liability Partnership. Registered in England and Wales OC402712. Registered office: The Mills, Canal Street, Derby DE1 2RJ.

**Bates Weston Tax Advisory Limited**. Registered in England and Wales OC10676095. Registered office: The Mills, Canal Street, Derby DE1 2RJ.

**Bates Weston Corporate Finance LLP** is a Limited Liability Partnership. Registered in England and Wales OC402713. It is also regulated by the Financial Conduct Authority, FCA firm number 768950. Registered office: The Mills, Canal Street, Derby DE1 2RJ.

**BW IT Services Limited**, registered in England and Wales No 05279089. Registered office: The Mills, Canal Street, Derby DE1 2RJ.

**Bates Weston Probate** is a trading name of Bates Weston LLP. Bates Weston Probate is licensed by the Institute of Chartered Accountants in England and Wales to carry out the reserved legal activity of non-contentious probate in England and Wales.

1.2.2 IRIS Software Ltd (company number 03196054) whose registered office is at Riding Court House, Riding Court Road, Datchet, Slough SL3 9JT.



Client Name / BW client code: «LMCLName» /«LMCLirisIdentifier»

Additional Client References: .....

Additional Client References: .....

## **5. Access to the portal and exclusions of liability**

5.1 We will endeavour to allow uninterrupted access to the portal, but access may be suspended, restricted or terminated at any time.

5.2 In no event shall we be liable for any loss of profit, revenues, goodwill, opportunity, business, anticipated savings or other indirect or consequential loss of any kind in contract, tort (including negligence) or otherwise arising out of use of, or inability to use, the portal, save where such liability cannot be excluded by law.

5.3 We do not provide any warranty that the portal or any files contained within it are free from viruses or anything else which may have a harmful effect on any technology.

5.4 We reserve the right to remove individual documents from the portal at our discretion and without notice.

## **6. Termination**

6.1 We may terminate your access to the portal with not less than three days' written notice to you.

6.2 You may terminate the portal service at any point by writing to us at : Bates Weston LLP, The Mills, Canal Street, Derby, DE1 2RJ.

6.3 The portal facility is only provided to our active clients, therefore you will have been deemed to have terminated this agreement where you instruct us that you no longer wish us to act on your behalf or we issue a professional clearance letter to another accountant.

6.4 Upon termination of the portal service we will remove all copies of documents thereby rendering you unable to access them. It is your responsibility to download copies of any documents stored in the portal.

6.5 All disclaimers, indemnities and exclusions in these terms and conditions shall survive termination of your access to the portal for any reason.

## **7. Consent**

7.1 Your agreement to these terms hereby gives your formal consent to e-Approval where applicable

## **8. General**

8.1 If any provision of these terms and conditions is held to be unlawful, invalid or unenforceable, that provision shall be deemed severed and the validity and enforceability of the remaining provisions of these terms and conditions shall not be affected.

8.2 We may modify these terms and conditions at any time by reissuing the modified terms and conditions to you. Any modifications shall take effect 3 days after reissuing them to you.

**9. Governing law**

9.1 These terms and conditions are governed by and to be construed in accordance with English law.

9.2 Any disputes shall be subject to the exclusive jurisdiction of the English courts.

**10. Agreement**

I hereby agree to the above terms and conditions

Signed ..... Dated .....

Name: .....

State Capacity in which signed: .....